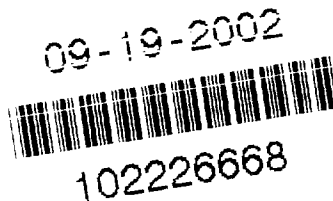


9-19-02

## TRADEMARK RECORDATION COVER SHEET

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
Crystal Gateway 4, 3<sup>rd</sup> Floor  
1213 Jefferson Davis Highway, 3<sup>rd</sup> Floor  
Arlington, Virginia 22202-3513



Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <b>KEYBANK NATIONAL ASSOCIATION</b></p> <p><input type="checkbox"/> Individual(s)  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>National Association</u></p> <p>Additional name(s) conveying party(ies) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>Execution Date: <u>August 8, 2001</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Kittrich Corporation</u>  Street Address: <u>14555 Alondra Blvd.,</u>  City <u>La Mirada</u> State <u>CA</u> Zip <u>96038</u></p> <p><input type="checkbox"/> Individual(s)  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State <u>California</u>  <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States,  A domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) and address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>4. Application number(s) or registration number(s)</p> <table style="width:100%;"> <tr> <td style="width:50%;"> A. Trademark Application No(s):  Serial No. <u>76/060,835</u> </td> <td style="width:50%;"> B. Trademark Registration No(s): </td> </tr> </table>		A. Trademark Application No(s): Serial No. <u>76/060,835</u>	B. Trademark Registration No(s):
A. Trademark Application No(s): Serial No. <u>76/060,835</u>	B. Trademark Registration No(s):		
<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Totam Terry Luu, Paralegal</u>  Street Address: <u>Mayer, Brown &amp; Platt</u>  <u>350 South Grand Avenue, 25<sup>th</sup> Floor</u>  City: <u>Los Angeles</u>  State: <u>CA</u> Zip: <u>90071</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____  (Attach duplicate copy of this page if paying by deposit account)</p>		

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40.00 OP

## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Totam Terry Luu  
Name of Person Signing

Signature

September 18, 2002  
Date

## **ASSIGNMENT OF RIGHTS**

This Assignment of Rights (hereinafter "Assignment") is executed to be effective as of the 8th day of August, 2001 by **KEYBANK NATIONAL ASSOCIATION** ("Secured Party") to and in favor of **KITTRICH CORPORATION** ("Buyer"), pursuant to, and upon and subject to the covenants, terms, conditions, representations and warranties contained in, that certain Asset Purchase Agreement dated August 7, 2001 (the "Agreement"), between Secured Party and Buyer.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby absolutely and irrevocably assigns and transfers all of its right, title and interest, if it has any, in and to that certain trademark application pending for **WALL-AH**, Serial Number 76/060,835 of D.W. Wallcovering, LLC f/k/a Wallcovering Acquisition, LLC (hereinafter "Borrower" as defined in the Asset Purchase Agreement) to Buyer.

Secured Party further makes this transfer pursuant to I.C. 26-1-9.1-619 for the following reasons:

- (i) The Borrower has defaulted in connection with the obligations owed to Secured Party;
- (ii) The Secured Party has exercised its post-default remedies;
- (iii) The Secured Party had a security interest in certain patents and trademarks, which may or may not have been registered with the Patent and Trademark Office;
- (iv) To the extent Secured Party held any right, title or interest in the above-referenced trademark application, Buyer has acquired said rights; and

(v) The names and mailing addresses of the parties herein are as follows:

Secured Party

KeyBank National Association  
202 South Michigan  
South Bend, IN 46601

Borrower


D.W. Wallcovering, LLC  
9300 Shelbyville Road  
Louisville, KY 40222

Buyer

Kittrich Corporation  
14555 Alondra Blvd.  
La Mirada, CA 96038

**SECURED PARTY:**

KeyBank National Association

By:   
Joseph E. McGraw  
Senior Vice President

F:\Clients\K0242\99001\D. W. Wallcovering\Assignment and transfer of Trademark application.wpd November 8, 2001

STATE OF INDIANA            )  
                                      )SS:  
ST. JOSEPH COUNTY        )

Before me, the undersigned, a notary public for St. Joseph County, state of Indiana,  
personally appeared Joseph E. McGraw, Senior Vice President of KeyBank National Association,  
who acknowledged the execution of the foregoing document and stated it to be the voluntary act  
and deed of said bank and his voluntary act and deed as such officer. Witness my hand and  
notarial seal this 12 day of September, 2002.

My commission expires:

3/25/09

Pamela S. Hartman  
Pamela S. Hartman, Notary Public  
Residing in St. Joseph County, Indiana