

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Stanley Works		12/03/2004	CORPORATION: CONNECTICUT
Stanley Logistics, Inc.		12/03/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	Home Decor Company		
Street Address:	9115 Harris Corners Parkway		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28269		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1438945	ACME	
Registration Number:	757173	ACME	
Registration Number:	1365614	FINELINE	
CORRESPONDENCE DATA			
Fax Number:	(212)309-6001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-309-6176		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Margaret Delacruz, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., NW		
Address Line 2:	Attn.: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Margaret A. Delacruz		
Signature:	/Margaret A. Delacruz/		

CH \$90.00 1438945

TRADEMARK

REEL: 003026 FRAME: 0690

Date:

02/10/2005

Total Attachments: 10

- source=Trademark Assignment#page1.tif
- source=Trademark Assignment#page2.tif
- source=Trademark Assignment#page3.tif
- source=Trademark Assignment#page4.tif
- source=Trademark Assignment#page5.tif
- source=Trademark Assignment#page6.tif
- source=Trademark Assignment#page7.tif
- source=Trademark Assignment#page8.tif
- source=Trademark Assignment#page9.tif
- source=Trademark Assignment#page10.tif

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (this "Agreement"), dated as of December 3, 2004, by and among Home Decor Company, a Delaware corporation ("Assignee"), The Stanley Works, a Connecticut corporation ("Seller"), and Stanley Logistics, Inc. ("Logistics"), Seller together with Logistics being the assignors (the "Assignors"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Acquisition Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignee, Seller, and Wellspring Capital Partners III, LP, a Delaware limited partnership, are parties to that certain Acquisition Agreement dated as of October 15, 2004 (the "Acquisition Agreement"), pursuant to which Assignee is to acquire all of the Assignors' right, title and interest in and to certain assets, including the trademarks and trademark applications listed on Schedule I hereto (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the Purchase Price provided for in, and the other terms and conditions of, the Acquisition Agreement, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agrees as follows:

1. Assignment. Assignors hereby irrevocably sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignors, all of Assignors' right, title and interest in and to the Assigned Trademarks, including all claims for past infringement, and all goodwill associated with the Assigned Trademarks and symbolized thereby. This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the Acquisition Agreement (which Acquisition Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Acquisition Agreement).

2. Cooperation and Recordation. Assignors hereby agree to cooperate with Assignee as reasonably necessary to give full effect to and to perfect the rights of Assignee in the Assigned Trademarks. Assignors agree to execute and deliver such other documents and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. The Parties agree that Assignee may record this Agreement (but not the Acquisition Agreement) in the United States Patent and Trademark Office and such other offices foreign to the United States as Assignee deems necessary, and shall be responsible for all expenses and costs associated therewith. Assignors hereby authorize and request that the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue trademark registrations on applications as aforesaid, to record in the name of Assignee all right, title, and interest in and to the Assigned Trademarks and to issue the said trademark applications and registrations to Assignee, its successors, assigns, nominees or other legal representatives, as assignee of the entire interest.

3. Governing Law; Submission to Jurisdiction. (a) This Agreement and any dispute arising out of, relating to or in connection with shall be governed by, and construed in accordance with, the Laws of the State of New York.

(b) To the fullest extent permitted by applicable Law, each Party hereto (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, relating to or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the United States District Court for the Southern District of New York or any New York State court, in each case, located in the Borough of Manhattan and not in any other State or Federal court in the United States of America or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of such courts located in the Borough of Manhattan for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 11.03 and Section 11.10 of the Acquisition Agreement or any other manner as may be permitted by Law shall be valid and sufficient service thereof (and Logistics agrees that any such mailing of process or other papers to it shall be addressed to Seller and made in accordance with Section 11.03 and Section 11.10 of the Acquisition Agreement) and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

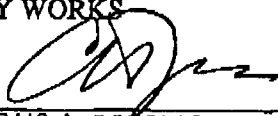
4. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

5. No Presumption. The signatories to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the signatories' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provisions.

6. Entire Agreement. This Agreement, together with the Acquisition Agreement, the Ancillary Agreements and the Confidentiality Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between Assignors and Assignee with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

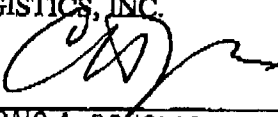
THE STANLEY WORKS

By: 
Name: CRAIG A. DOUGLAS
Title: VICE PRES & TREASURER


HOME DECOR COMPANY

By: _____
Name:
Title:

STANLEY LOGISTICS, INC.

By: 
Name: CRAIG A. DOUGLAS
Title: VICE PRES & TREASURER

Before me
(Notary Public)


DAVID S. WINAKOR
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2008

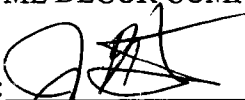
Trademark Assignment

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

THE STANLEY WORKS

By: _____
Name:
Title:

HOME DECOR COMPANY

By:  _____
Name:
Title: CFO, TREASURER AND SECRETARY

STANLEY LOGISTICS, INC.

By: _____
Name:
Title:

Before me
(Notary Public)



MARLENE L. RU LAND
NOTARY PUBLIC, State of New York
No. 4618094
Qualified in Westchester County
Certificate issued in New York County
Commission Expires August 31, 2005

Trademark Assignment

SCHEDULE I

**Schedule 1
Assignment of Trademarks**

COMMON LAW TRADEMARKS	
1.	E-Z CLIP TM

Schedule 1
Assignment of Trademarks

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

	Filed Country	Issued Date	Number	Restrictions / Existing Licenses	Trademark	Owner
1.	Australia	26-Oct-82	383035		ACME & rectangular design	The Stanley Works
2.	Australia	29-Apr-74	277910		ACME (word)	The Stanley Works
3.	Australia	29-Oct-62	176839		ACME (word)	The Stanley Works
4.	Australia	25-Jan-73	265210		ACME (word)	The Stanley Works
5.	Australia	22-Apr-92	576974		STEEL PLANK (word)	The Stanley Works
6.	Austria	30-Sep-76	83714		ACME (word)	The Stanley Works
7.	Benelux	03-Jan-78	349262		ACME (word)	The Stanley Works
8.	Benelux	17-Nov-83	395220		ACME EXCLUSIV (word)	The Stanley Works
9.	Benelux	09-Nov-83	395213		ACME VARIO (word)	The Stanley Works
10.	Benelux	12-Jul-96	601615		MONARCH (word)	The Stanley Works
11.	Canada	30-Oct-81	TMA263974		ACME & rectangular design	The Stanley Works
12.	Canada	26-Sep-58	TMA111680		ACME (word)	The Stanley Works
13.	Canada	23-Sep-88	TMA345039		ACME EXCLUSIV & design	The Stanley Works
14.	Canada	09-May-97	TMA475981		AMBIANCE COLLECTION (word)	The Stanley Works
15.	Canada		TMA281551		THE ASSEMBLY LINE	The Stanley Works
16.	Canada	06-Mar-92	TMA395299		AVANTI (word)	The Stanley Works

[New York #1357913 v1]

	Filed Country	Issued Date	Number	Restrictions / Existing Licenses	Trademark	Owner
17.	Canada	14-Sep-90	TMA373273		CLOSET SPACE DISCOVERY (word)	The Stanley Works
18.	Canada	06-May-94	TMA426884		DOODLE DOOR (word)	The Stanley Works
19.	Canada	14-Jul-78	TMA229079		DOOR-IT-YOURSELF (word)	The Stanley Works
20.	Canada	26-May-95	TMA443291		DURASTEEL (word)	The Stanley Works
21.	Canada	15-Nov-91	TMA390193		EXCLUSIV & design (word)	The Stanley Works
22.	Canada	15-Mar-63	TMA130200		FOLD-ASIDE (word)	The Stanley Works
23.	Canada	15-Nov-91	TMA390245		PREMEIRE SERIES (stylized)	The Stanley Works
24.	Canada	30-Oct-92	TMA404237		SERIE DE PREMIERE & design	The Stanley Works
25.	Canada	13-Mar-92	TMA395378		SERIE DE VALEUR & design	The Stanley Works
26.	Canada	26-May-95	TMA443292		SMART CLOSETS (word)	The Stanley Works
27.	Canada	07-Sep-90	TMA372968		SPACE DISCOVERY (word)	The Stanley Works
28.	Canada	04-Nov-96	TMA465737		TOYS'N STUFF (word)	The Stanley Works
29.	Canada	22-Nov-91	TMA390578		TRI-ACCESS (word)	The Stanley Works
30.	Canada	06-Dec-91	TMA391292		VALUE SERIES & design	The Stanley Works
31.	Chile	05-Jan-82	602154		ACME & rectangular design	The Stanley Works
32.	Denmark	28-Dec-90	VR1990-08297		ACME & rectangular design	The Stanley Works
33.	France	07-Jan-83	1225909		ACME (word)	The Stanley Works

	Filed Country	Issued Date	Number	Restrictions / Existing Licenses	Trademark	Owner
34.	France	28-Dec-84	1293795		ACME VARIO (word)	The Stanley Works
35.	Germany	15-Jul-74	920484		ACME (word)	The Stanley Works
36.	Germany	08-Jan-97	39650815		MONARCH (word)	The Stanley Works
37.	Italy	30-May-85	784388		ACME (word)	The Stanley Works
38.	Japan	07-Nov-97	3357596		ACMETRACK (word)	The Stanley Works
39.	Japan	24-Sep-98	4172975		ACMETRACK (word)	The Stanley Works
40.	Japan	10-Jul-98	4166261		ACMETRACK (word)	The Stanley Works
41.	Japan	20-Aug-99	4307941		ACMETRACK (word)	The Stanley Works
42.	Japan	14-Nov-97	3359977		ACMETRACK (word)	The Stanley Works
43.	New Zealand	25-Nov-85	162224		ACME & rectangular design	The Stanley Works
44.	New Zealand	25-Nov-85	162223		ACME EXCLUSIV (word)	The Stanley Works
45.	Norway	27-Nov-97	186787		ACME & rectangular design	The Stanley Works
46.	Norway	29-May-80	105172		ACME (word)	The Stanley Works
47.	Spain	05-Jun-79	869074		ACME (word)	The Stanley Works
48.	Sweden	30-Mar-79	167035		ACME (word)	The Stanley Works
49.	Switzerland	11-Aug-78	P-294921		ACME & double circle design	The Stanley Works
50.	United Kingdom	04-Jul-80	1136527		ACME & rectangular design	The Stanley Works
51.	United Kingdom	18-Jun-73	1012867		ACME (word)	The Stanley Works

	Filed Country	Issued Date	Number	Restrictions / Existing Licenses	Trademark	Owner
52.	United Kingdom	18-Jun-73	1012868		ACME (word)	The Stanley Works
53.	United Kingdom	22-Jan-82	1168366		ACME (word)	The Stanley Works
54.	United Kingdom	10-Nov-83	1206872		ACME EXCLUSIV (word)	The Stanley Works
55.	United Kingdom	10-Nov-83	1206873		ACME VARIO (word)	The Stanley Works
56.	U.S.A.	12-May-87	1438945		ACME & rectangular design	Stanley Logistics, Inc.
57.	U.S.A.	24-Sep-63	757173		ACME (word)	Stanley Logistics
58.	U.S.A.	15-Oct-85	1365614		FINELINE (word)	Stanley Logistics
59.	Canada		TMA439315		DRAWER ADDITION (word)	The Stanley Works