

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
Westgate Fabrics, LLC		04/10/2004	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Westgate Interiors, LLC		
Street Address:	303 Fifth Avenue		
Internal Address:	c/o American Decorative Fabrics		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1320815	PAYNE FABRICS	
CORRESPONDENCE DATA			
Fax Number:	(973)463-0150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-463-0100		
Email:	mchattie@optonline.net		
Correspondent Name:	Law Office of Thomas L. Adams		
Address Line 1:	120 Eagle Rock Avenue		
Address Line 4:	East Hanover, NEW JERSEY 07936		
NAME OF SUBMITTER:	Christopher J. McHattie		
Signature:	/Christopher J. McHattie/		
Date:	02/18/2005		

OP \$40.00 1320815

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, dated as of March 10, 2004, is made by and between Westgate Fabrics, LLC, a Texas limited liability company ("Assignor"), having a business address of 905 Avenue T, Suite 310, Grand Prairie, Texas, and Westgate Interiors, LLC, a New York limited liability company ("Assignee"), having a business address of 303 Fifth Avenue, Suite 603, New York, New York.

WHEREAS, the Assignor owns all rights, title and interest to certain Intellectual Property (hereinafter "IP"), all of which are identified in Schedule "A" attached hereto; and

WHEREAS, the Assignee is desirous of acquiring the worldwide right, title and interest in and to the IP;

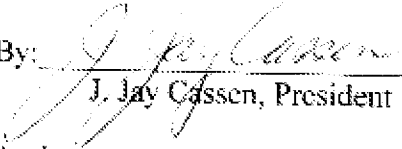
NOW THEREFORE, in consideration of ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees and covenants as follows:

1. Assignor sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment all right, title and interest in and to the IP, together with the goodwill of the business symbolized by the IP, including the right to apply for and receive registrations of the IP throughout the United States and in all other countries of the world, and the right to sue and recover damages for past, present and future infringements.
2. Assignor represents and warrants that it is the sole and true owner of the IP and has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the IP; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the IP that would preclude, or conflict with this Assignment; and that it hereby consents to this Assignment.
3. Assignor agrees, at the request of Assignee and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the IP hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.
4. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent of Assignor.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first above written.

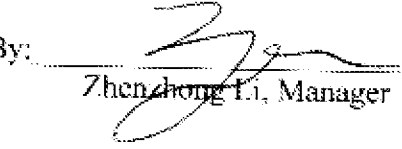
Assignor:

WESTGATE FABRICS, LLC

By: 
J. Jay Cassen, President

Assignee:

WESTGATE INTERIORS, LLC

By: 
Zhenzhong Li, Manager

**SCHEDULE A
TO THE ASSIGNMENT BY AND BETWEEN
WESTGATE FABRICS, INC. (AS ASSIGNOR)
AND
WESTGATE FABRICS, LLC (AS ASSIGNEE)**

A. REGISTERED TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Payne Fabrics	United States	1,320,815	February 19, 1985