Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the names of conveying and receiving parties previously recorded on Reel 002986 Frame 386. Assignor(s) hereby confirms the Assignment.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Homestead Fabrics, Inc.		11/10/2004	CORPORATION: DELAWARE
Homestead Fabrics Limited		111/10/2004	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Homestead Holdings, Inc.	
Street Address:	1700 Westlake Avenue North, suite 200	
City:	Seattle	
State/Country:	WASHINGTON	
Postal Code:	98109	
Entity Type: CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	78296025	WINDSOR TENNIS CLUB
Serial Number:	78296020	WINDSOR FOOTBALL CLUB
Serial Number:	78296027	WINDSOR GOLF CLUB
Serial Number:	78304155	KIDZ KINGDOM
Serial Number:	78192523	WINDSOR POLO CLUB
Serial Number:	78304143	LITTLE WINDSOR
Serial Number:	78304137	TOWELS IN A BAG
Serial Number:	78304120	ROYAL WINDSOR RUGBY CLUB
Serial Number:	78192533	WINDSOR RUGBY CLUB
Serial Number:	78215042	QUALITY
Serial Number:	78334703	CRIB IN A BAG

TRADEMARK " REEL: 003067 FRAME: 0402

900023166

Serial Number:	78215044	WRC
Serial Number:	78220992	
Serial Number:	78301374	WINDOW SWEATER
Serial Number:	78304102	ROYAL WINDSOR POLO CLUB
Serial Number:	78251025	WINDOW IN A BAG
Serial Number:	76518332	COMFORT IN A BAG
Serial Number:	76284270	SMARTGUARD
Serial Number:	76173047	SMARTBLOC
Serial Number:	76172740	SMART SWIM
Serial Number:	76172737	SMARTFLEX
Serial Number:	76172736	SMART TEC
Serial Number:	76172732	SMART STORM
Serial Number:	76172731	SMARTDRY
Serial Number:	76172730	SMART GLIDE

CORRESPONDENCE DATA

Fax Number: (212)278-1733

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-278-1000

Email: ipg@andersonkill.com
Correspondent Name: David A. Einhorn

Address Line 1: 1251 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020-1182

NAME OF SUBMITTER:	David A. Einhorn
Signature:	/DE-7003/
Date:	04/15/2005

Total Attachments: 28

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EXECUTION ORIGINAL

ASSIGNMENT AND ASSUMPTION AGREEMENT (Assets)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (ASSETS) (this "Agreement") is made as of November 10, 2004, by and between Homestead Fabrics, Inc., a corporation organized under the laws of Delaware and Homestead Fabrics Limited, a private limited company incorporated under the laws of England and Wales (together with Homestead Fabrics, Inc., "Assignor"), on the one hand, and Homestead Holdings, Inc., a corporation organized under the laws of Delaware ("Assignee"), on the other hand.

WITNESSETH:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby absolutely and irrevocably (subject to the terms in the Homestead Acquisition Agreement, as amended), except as expressly set forth below, assigns, transfers, conveys, and sets over to Assignee, any and all right, title, and interest of the Assignor, all as existing as of close of business on the business day immediately prior to the date of the Funding (as defined in the Homestead Acquisition Agreement) (such business day, the "Transfer Date"), free and clear of any liens, claims or encumbrances of any kind whatsoever, in and to:

- (i) the Homestead Fabrics name, tradenames, trademarks (and any goodwill associated with such trademarks), patents, designs and copyrights, all as set forth on Exhibit A hereto;
- (ii) subject to the required consent of any customer or supplier, Assignor's customers lists, contracts or purchase orders with suppliers, and order books (other than order books relating to its existing inventory), all as set forth on Exhibit B hereto;
- (iii) subject to the required consent of any licensor, designs and license agreements for the Iron Man/Woman and Little Tykes, trademarks and other product licenses as to which Assignor is licensee, all as set forth on Exhibit C hereto;
- (iv) the vendor numbers used by Assignor in the operations of its business as listed on Exhibit D attached hereto;
- (v) all inventory ordered, purchased or manufactured for the benefit of Assignor (whether or not in transit or in warehouse) but not yet paid for by Assignor, all as set forth on Exhibit E hereto;
- (vi) subject to the required consent of any licensor, a copy of the databases used by Assignor in the operations of its business as listed on <u>Exhibit F</u> attached hereto; and
- (vii) subject to the required consent of the landlord, the lease to the space utilized by Assignors located at 230 Fifth Avenue, Suite 1200, New York, New York 10001.

Each of Assignor and Assignee, for itself and its successors and assigns, covenants and agrees that it will, at Assignee's sole cost and expense, do, execute, acknowledge

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and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, and will give such further assurances, as may be necessary, proper or convenient to carry out and effectuate the intent of this Agreement.

Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered in person or by courier or by facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to Assignee:

c/o David L. Greenstein 1 Madison Avenue Norwood, New Jersey 07648 Facsimile: (201) 750-3572

If to Assignor:
Manchester House
86 Princess Street
Manchester, England M1 6NG
Att: Joshua Rowe
Facsimile: 011-44-228-1326

With a copy to:

Isaac E. Druker, Esq. Anderson Kill & Olick, P.C. 1251 Avenue of the Americas New York, New York 10020 Facsimile: (212) 278-1733

or to such other place and with such other copies as either party may designate as to itself by written notice to the others. All such notices, requests, instructions, documents and other communications will (i) if delivered personally to the address as provided in this paragraph, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided herein, be deemed given upon receipt, and (iii) if delivered by mail or courier in the manner described above to the address as provided herein, be deemed given upon delivery (in each case regardless of whether such notice is received by any other person to whom a copy of such communication is to be delivered pursuant this section).

This Agreement shall be construed and interpreted and the rights of the parties hereto shall be determined in accordance with the laws of England and Wales, without giving effect to any choice of law or conflict provision or rule that would cause the laws of any other jurisdiction to be applied.

A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Assignee shall pay the costs and expenses incurred by the parties in connection with the entering into and completion of this Agreement.

No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby, and no waiver of any of the provisions of any of the foregoing shall be deemed or shall constitute a waiver of any other provision thereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

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All references to the plural herein shall also mean the singular and to the singular shall also mean the plural, in each case, as applicable; all references to the masculine, feminine and neuter shall also mean each of the other genders, as applicable.

In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW THIS PAGE]

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IN WITNESS WHEREOF, the parties, intending legally to be bound, have caused this Assignment and Assumption Agreement (Assets) to be duly executed as of the day and year first hereinabove written.

ASSIGNOR

HOMESTEAD FABRICS LIM	(ITED
Ву:	
Name:	
Title:	
HOMESTEAD FABRICS, INC By:	C.
Name:	
Title:	-
_	

ASSIGNEE

HOMESTEAD HOLDINGS, INC.

By: ___ Name: Title:

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NO. 3916

BRUOME + WELLINGTON 4, 807, 2004 19:21 IN WITNESS WHEREOF, the parties, intending legally to be bound, have caused this Assignment and Assumption Agreement (Assats) to be duly executed as of the day and year first hereinshove written. D FABRICE LIMITE HOMES (1 By:__ Title: ad fabrics, inc. HOMEST By: ___ Neces: Title: ASSIGNATE HOMESTEAD HOLDINGS, INC. By: ___ Title:

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EXHIBIT A

Homestead Fabrics name, tradenames, trademarks, patents, designs and copyrights:

Jurisdiction	<u>Serial</u> Number	<u>Mark</u>	Application Date	Status
US	78/296,025	WINDSOR TENNIS CLUB	09/04/03	Published as of 06/29/04.
US	78/296,020	WINDSOR FOOTBALL CLUB	09/04/03	Published as of 06/29/04.
US	78/296,027	WINDSOR GOLF CLUB	09/04/03	Published as of 06/22/04.
US	78/304,155	KIDZ KINGDOM	09/23/03	Approved for publication.
US .	78/192,523	WINDSOR POLO CLUB	12/09/02	Published 09/09/03. Opposed as of 10/09/03 – Abandoned.
US	78/304,143	LITTLE WINDSOR	09/23/03	Intentional abandonment.
US	78/304,137	TOWELS IN A BAG	09/23/03	Intentional abandonment.
ÜS	78/304,120	ROYAL WINDSOR RUGBY CLUB	09/23/03	Approved for publication - Abandoned.
US	78/192,533	WINDSOR RUGBY CLUB	12/09/02	Published 12/02/03 Opposed as of 01/07/04 – Abandoned.
US	78/215,042	QUALITY	02/14/03	Published 01/13/04. Request for extension of time to file an opposition filed 02/11/04.
US	78/334,703	CRIB IN A BAG	12/01/03	Examination pending – Abandoned.
US	78/215,044	WRC & Design	02/14/03	Published 09/23/03. Opposed as of 10/30/03 — Abandoned.
US	78/220,992	Design mark	03/03/03	Notice of Allowance 01/13/04.
US	78/301,374	WINDOW SWEATER	09/17/03	Examination pending.
US	78/304,102	ROYAL WINDSOR POLO CLUB	09/23/04	Examination pending – Abandoned.
US	78/251,025	WINDOW IN A BAG	05/16/03	Examination pending.
US	76/518,332	COMFORT IN A BAG	06/02/03	Notice of Allowance 5/4/04.

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Jurisdiction	Serial	Mark	Application	<u>Status</u>
Julisdiction	Number	<u></u>	Date	- "
	Idminer			
US	76/284,270	SMARTGUARD	07/12/01	Notice of Allowance 3/25/03. Second extension for filing statement of use 3/25/04 - Abandoned.
US	76/173,047	SMARTBLOC	11/29/00	Examination suspended.
US	76/172,740	SMARTSWIM	11/29/00	Examination suspended.
US	76/172,737	SMARTFLEX	11/29/00	Examination suspended.
		SMART TEC	11/29/00	Examination suspended.
US	76/172,736	SMARTSTORM	11/29/00	Abandoned as of 12/2/02.
US	76/172,732	SMARTDRY	11/29/00	Examination suspended.
US	76/172,731		11/29/00	Abandoned as of 12/2/02.
US	76/172,730	SMART GLIDE	11/17/03	Examination in process.
Canada	1197062	COMFORT IN A BAG	11/1 //03	Examination in process. Examiner's First report issued 5/21/04. A response is due by 9/21/04.
Canada	1197061	WINDOW IN A BAG	11/17/03	Examination in process. Examiner's First report issued 5/21/04. A response is due by 9/21/04.
Canada	Canada 1180279 WINDSOR POLO CLUB		06/05/03	Abandoned as of 6/14/04. Failed to respond to an Examiner's report.
Canada	anada 1180278 WINDSOR RUGBY CLUB		06/05/03	Abandoned as of 6/14/04. Failed to respond to an Examiner's report.
		Design of Horses, Crown and Shield	06/05/03	Examination in process. Examiner's First report issued 5/11/04. A response is due by 9/11/04.
Canada	1180276	WRC & Design	06/05/03	Abandoned as of 6/14/04 Failed to respond to an Examiner's report.
EC	3,536,992	COMFORT IN A BAG	11/13/03	Application accepted.
EC	3,536,885	WINDOW IN A BAG	11/13/03	Application accepted.
EC	3,215,993	WRC	06/05/03	Application published.
EC	3,215,969	WINDSOR RUGBY CLUB	06/05/03	Opposition pending – Abandoned.

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<u>Jurisdiction</u>	<u>Serial</u> Number	<u>Mark</u>	Application Date	<u>Status</u>
EC.	3,215,944	wpc QUALITY	06/05/03	Registration pending.
EC	3,215,878	WINDSOR POLO CLUB	06/05/03	Application published – Abandoned

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Patent:

Jurisdiction	<u>Serial</u> Numb <u>er</u>	Patent	Application Date	<u>Status</u>
US	6, 71 8,57 9	Covering with flip panels	12/20/02	Registered on 4/13/04. The inventor's name is David Greenstein

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EXHIBIT B

Assignor's customers lists, contracts or purchase orders with suppliers, and order books (other than order books relating to existing inventory) have been delivered to or made available to Assignee's representative for copying.

Customer Name

BLOOMINGDALES

THE COMPANY STORE

THE LINEN SOURCE

SPRINGS CANADA INC

The Linen Source

Lash Tamaran Distributors

Gap Inc

Brandon Apparel

SPRINGS INDUSTRIES INC.

Spiegel Inc.

H.G. Buying

BLOOMINGDALES

BRYLANE HOME

CMI INDUSTRIES INC.

REVMAN

SWEET TULIP

KNIGHTS WILLIAM CORP. LTD.

THE TALBOTS INC.,

HY-VEE INC.,

THE GYMBOREE CORPORATION

GRAND CENTRAL INC.,

DOLLY INC.

FORTUNE FASHIONS, INC.

LANDS END, INC.

TOYS R US

CONCORD BUYING GROUP

T.J.X. COMPANIES INC.

DISCOVERY CHANNEL &

DISNEY DIRECT MARKETING INC..

THE VERMONT CO. STORE INC.

JOCKEY

COLDWATER CREEK INC.,

LHC

Salisbury Sales Corp.

Binky Baird

THE ORVIS COMPANY INC.

THE WILLIAM CARTER COMPANY

HUDSON'S BAY COMPANY

HOME DECOR / GEORGIA TEXTILE

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SAM SALEM & SON

Ostrow Company LLC (Guilford)

Jockey (Guilford)

Building 19 (Guilford)

CURTAIN FACTORY OUTLET INC

Linen Depot (Guilford)

Mikeys Variety Totals (Gu)

Spiegel (Guilford)

Home Decor (Guilford)

Great Discounts Inc (Gu)

Mattress and Linens (Gu)

JEMBRO VARIETY STORES

GABRIEL BROTHERS INC

Northern Fulfilment Inc

HOME FASHIONS DISTRIBUTOR INC

Marine Corps Exchange

QVC

Garden Ridge

THE BOPPY COMPANY

ULTIMATE TRIATHLON

CONNECTICUT RIVER CONCEPTS INC

Piermont Bicycle ConnectionInc

Event Custom Merchandise Inc

Inside Out Sport

IRONMAN SAMPLES

SAS CORPORATION INC

World Triathlon Corporation

NATIONAL STORES

K-Mart (G)

Linen N Things (G)

Brylane (G)

BRADLEES INC.,

Linen N Things

Lowe's (G)

Bed Bath & Beyond (G)

JC Penney (G) CORPORATION INC

FINGERHUT CORP

Zellers (G)

J.C. PENNEY

Zellers (G)

KOHL'S CORPORATION

The Bay (G)

Everything Rubbermaid

Tuesday Morning

Kroger Inc

MEÏJER INC

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MERVYN'S
TARGET CORP. (DAYTON HUDSON)
Target Corp (DaytonHudson) (K)
TARGET CORPORATION
TARGET CORPORATION (K)
TARGET CORPORATION (E)
FRED MEYER STORES INC.
Sears (G)
SEARS
Wal-Mart, via Herkimer (N)
Wal-Mart, via Herkimer
Wal-mart, via Herkimer (S)
SHOPKO STORES INC.
KMART CORPORATION

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EXHIBIT C

Designs and license agreements for the Iron Man/Woman and Little Tykes, trademarks and other product licenses as to which Assignor is licensee:

- 1. License Agreement, effective as of December 26, 2002, by and between The Little Tikes Company, as Licensor, and Homestead Fabrics, Ltd. as Licensee. Amended September 8, 2004.
- 2. License Agreement, dated February 19, 2004, by and between World Triathlon Corporate as Licensor, and Homestead Fabrics Ltd. as Licensee.
- 3. License Agreement, dated February 4, 2004, by and between World Triathlon Corporate as Licensor, and Homestead Fabrics Ltd. as Licensee. (for women's apparel).
- 4. License Agreement, dated February 13, 2004, between Nancy Koltes Associates, Inc., as Licensor, and Homestead Fabrics, Ltd. as Licensee.
- 5. License Agreement, dated February 24, 2004, between twenty 2 LLC, as Licensor, and Homestead Fabrics Ltd. as Licensee.
- 6. License Agreement, dated February 27, 2004, between La SIGNORIA di FIRENZE s.r.l., as Licensor, and Homestead Fabrics Ltd. as Licensee.
- 7. License Agreement, dated October 1, 2003, by and between Stan Herman Studio, Inc. as Licensor, and Homestead Fabrics Ltd., as Licensee. Evergreen agreement notice must be given at an unspecified time prior to the termination date of August 31, 2004.
- 8. License Term Sheet, dated March 30, 2004, by and between Jones Investment Co., Inc., as Licensor, and Homestead Fabrics, Ltd., as Licensee, for the marks "Gloria Vanderbilt" and "Swan Design" which are to be distributed to Kohl's Department Stores, Inc. MISSING: Copy of License Agreement referenced in Term Sheet which was/is to be drafted by Licensor.
- 9. License Agreement, dated January ___, 2004, by and between Mark Snider, as Licensor, and Homestead Fabrics, Ltd., as Licensee. UNEXECUTED. (Upon information and belief, (per Katia Uhlendorf at Homestead) Homestead does NOT have executed copy).
- License Agreement, UNDATED, by and between Creations Isabelle de Borchgrave sprl, as Licensor, and Homestead Fabrics Ltd, as Licensee. Applicable law Belgium?.
 (Upon information and belief, (per Katia Uhlendorf at Homestead) Homestead does NOT have executed copy).
- 11. License Agreement, dated January 15, 2003, by and between SRL Inc. (Stride Rite), and Homestead Fabrics, Ltd. as Licensee. Amended April 14, 2004.

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EXHIBIT D

VENDOR NUMBERS

Homestead's EDI Vendor Numbers	Customer Name		
0255	K-Mart (G)		
5950	Linen N Things (G)		
05150	Brylane (G)		
07015	BRADLEES INC.,		
17987	Linen N Things		
30378	Lowe's (G)		
000636	Bed Bath & Beyond (G)		
038000	JC Penney (G) CORPORATION INC		
085485	FINGERHUT CORP		
106821	Zellers (G)		
140913	J.C. PENNEY (DO NOT USE)		
700793	Zellers (G)		
817916	KOHL'S CORPORATION		
895060	The Bay (G)		
901754	Everything Rubbermaid		
901775	Tuesday Morning		
0002440	Kroger Inc		
0039991	MEIJER INC		
0052100	MERVYN'S		
1000305	TARGET CORP. (DAYTON HUDSON)		
1003711	Target Corp (DaytonHudson) (K)		
1042805	TARGET CORPORATION		
1114241	TARGET CORPORATION (K)		
1126462	TARGET CORPORATION (E)		
11418000	FRED MEYER STORES INC.		
000067942	Sears (G)		
157941	SEARS		
223933210	Wal-Mart, via Herkimer (N)		
223933220	Wal-Mart, via Herkimer		
223933221	Wal-mart, via Herkimer (S)		
9039926002	SHOPKO STORES INC.		
14436518	KMART CORPORATION		

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EXHIBIT E

All inventory ordered, purchased or manufactured for the benefit of Assignor (whether or not in transit or in warehouse) but not yet paid for by Assignor, as previously identified to Assignee as in existence on the Transfer Date, including goods located in the warehouse operated by Herkimer Distribution LLC.

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EXHIBIT F

DATABASES

Assignor's databases have been delivered to or made available to Assignee's representative for copying.

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AGREEMENT

Date: Saptember 8 2004

Parties:

Homestead Fabrics Ltd., a corporation organized under the laws of England and Wales, 86, Princess Street, Manchester UK - (HMST)

Brooms & Wellington, a limited partnership organized under the laws of England and Wales 86, Princess Street , Manchester UK - (B&W)

And

Greenco Enterprises Co., Inc. a Delaware corporation, c/o Anderson Kill, & Olick, P.C., 1251 Avenue of the Americas, New York, New York USA (Newco) and

David Greenstein, et 1 Madison Avenue, Norwood, New Jersey 07648 (David) and Steven Greenstein, et 32 Park Road, Prestwich, Manchester, UK (Steven, and together with David,- GR) individually and as guarantors (jointly and severally) of the obligations of Newco

"And

London Fog Industries Inc., a Delaware USA corporation, 1700 Westlake Avenue North, Seattle, Washington, USA - (LFI) - or other reasonably satisfactory guarantor as provided in Paragraph 21.

Whereas, HMST is a UK based company manufacturing textiles products and selling them to retailers, primarily in the USA, and its operations are managed and controlled wholly from the UK, and

Whereas, David and Steven

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desire to purchase directly or indirectly certain assets and business of HMST with effect ...2004, as set forth below (the "Ongoing Business") and HMST desires to sell such Ongoing Business to Newco, and

Now, therefore, the parties hereto agree as follows:

1.

HMST agrees to transfer to Newco on behalf of Davis and Steven the HMST name, rights to all current and future orders from HMST customers (in respect of the Ongoing Business), its customers lists, its business relationships, contracts or purchase orders with suppliers, order books (other than order books relating to its existing inventory), all inventory ordered (whether or not in transit or in warehouse) but not yet paid for by HMST, designs, license agreements for trademarks and other product licenses as to which HMSY is licensee (subject to the following sentence of this paragraph 2), tradenames,

trademarks, patents, designs and copyrights, copies of HMST trading records, all as existing as of close of business on 2004 (constituting the Ongoing Business),

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3. 8&W will transfer to Newco all of its shares of Homestead Fabrics Inc., a Delaware, USA corporation.

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16. B&W and HMST each warrant and represent that

17. This Agreement shall be governed by and construed in all respects in accordance with each perty hereby submits to the exclusive jurisdiction of

18.

19. All \$ amounts are in US Dollars.

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23. Notwithstanding the whole or any part of any provision of this Agreement which may prove to be lilegal and unenforceable, the other provisions of this Agreement shall continue in full force and effect. In relation to any illegal or unenforceable part of this Agreement, the parties hereto agree to amend such part in such manner as may be requested from time to time by any of the parties hereto provided that such proposed amendment is legal and enforceable and to the maximum extent possible carries out the original intention of the parties in relation to that part.

If any part of this Agreement shall be held by any Court of competent jurisdiction to be unenforceable, such part shall be treated as being severable from the remainder of this Agreement.

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IN WITNESS whereof the parties hereto have executed this document as a deed the day and year first before written.

SIGNED AS A DEED by
BROOME & WELLINGTON
acting by its general partner
JOSHUA ROWE in the presence of:-)

Witteen

TONI RAVEN

ADDITION MERCEY
CHESHIRE BRY SDG
DOCUMENTS
STOCK ANALYST

EXECUTED AS A DEED by HOMESTEAD FABRICS LIMITED

GREENCO ENTERPRISES INC.

Acting by:

Director

-Director/Sepretary
EXECUTED AS A DEED by

Acting by:

Director

Director/Secretary

SIGNED AS A DEED by DAVID GREENSTEIN in the presence of:-

WITH BASI KATIA UITLENDORF

AGGRESS FLEWHEAD, 11545, NY

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<u>-11-</u>

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Competer

SIGNED AS A DEED by STEVEN GREENSTEIN In the presence of-

None

Address

Oppositor:

INAN CREENTEIN

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HERZL ROSENBLUM ST 4/125 TELAVIV 67676 ISRAEL RETIRED

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