

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
Hechinger Liquidation Trust		05/19/2005	Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	Home Decor Products, Inc.		
Street Address:	121 Fieldcrest Avenue		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1101798	HECHINGER	
Registration Number:	2224412	BETTER SPACES	
Registration Number:	1395292	BUILDERS SQUARE	
CORRESPONDENCE DATA			
Fax Number:	(212)292-5391		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2122925390		
Email:	mail@ipcounselors.com		
Correspondent Name:	Epstein Drangel Bazerman & James, LLP		
Address Line 1:	60 East 42nd Street		
Address Line 2:	Suite 820		
Address Line 4:	New York, NEW YORK 10165		
NAME OF SUBMITTER:	Jason M. Drangel		
Signature:	/jason m. drangel/		

OP \$90.00 1101798

Date:

05/24/2005

Total Attachments: 8

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BILL OF SALE AND ASSIGNMENT

This BILL OF SALE and ASSIGNMENT from HECHINGER LIQUIDATION TRUST, a Delaware trust ("Seller") to HOME DÉCOR PRODUCTS, INC., a Delaware corporation ("Buyer"), is made and is effective as of May 19th, 2005.

WHEREAS, Seller wishes to convey its sometime tradename, "Hechinger," and any related trademarks or service marks, whether existing at common law or otherwise, including any distinctive designs, typographical stylizations, characterizations or color schemes (*i.e.*, "trade dress"), and any registrations or applications therefor, particularly those listed in the Table of Trademarks attached hereto as Exhibit A, and including also any goodwill associated therewith (collectively, the "Marks"), to Buyer;

WHEREAS, Seller wishes to provide by this instrument for the conveyance and assignment by it to Buyer of the Marks; and

WHEREAS, pursuant to due authorization, Seller is presently executing and delivering this Bill of Sale and Assignment to Buyer for the purpose of conveying and assigning to Buyer any title to the Marks that Seller may have.

NOW THEREFORE, in consideration of these premises and of the payment to Seller, in ready funds, of Eighty Thousand Dollars and No Cents (\$80,000.00), receipt of which is hereby acknowledged, Seller has sold, conveyed, transferred, assigned and set over to, and by these presents does sell, convey, transfer, assign, quitclaim and set over to Buyer any right, title and interest in and to the Marks, if any, as Seller may have.

TO HAVE AND TO HOLD the Marks unto Buyer forever.

Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney-in-fact of Seller with respect to the Marks, with full power of substitution or re-substitution in whole or in part, in the name and on behalf of Seller, but for the benefit and at the expense of Buyer, as fully to all intents and purposes as Seller might or could do if personally present, (a) to collect, assert or enforce any claim, right, interest or title of any kind in or to the Marks conveyed, transferred, assigned and set over to Buyer as provided in this Bill of Sale and Assignment and to institute and prosecute all actions, suits and proceedings which Buyer may deem proper in order to assert or enforce any such claim, right, interest or title, (b) to do all such acts and things and take all such actions in respect thereof as Buyer shall deem advisable or proper in order to provide to Buyer the benefits under the Marks where any required consent of a third party to the transfer thereof to Buyer shall not have been obtained, and (c) to defend, settle or compromise any and all actions, suits or proceedings with respect to any of the Marks. Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.

The Marks are conveyed, assigned and transferred to Buyer as is, where is, without representation or warranty of any kind.

Seller will from time to time but only so long as it exists, at the reasonable request and the expense of Buyer, execute and deliver, or cause to be executed and delivered, such other instruments, notices, releases, certificates, powers of attorney, assurances, acquittances and other documents and do such further acts, assignments, transfers, conveyances and other things, as Buyer reasonably may require for the effective confirmation, consummation and particularization of this Bill of Sale and Assignment.

Nothing in this instrument, express or implied, is intended to confer upon any person, other than Buyer, any right, remedy, claim or cause of action under or by reason of this instrument or any terms and conditions hereof, and all of the terms, covenants and conveyances contained in this instrument shall inure solely to the benefit of Buyer.

This instrument states the entire agreement and understanding between the Buyer and the Seller pertaining to the subject matter hereof and merges out of existence all prior understandings, representations and discussions between the parties.

This Bill of Sale and Assignment shall be governed by and construed in accordance with the law of the State of Delaware.

IN WITNESS WHEREOF, Seller has caused his Bill of Sale and Assignment to be duly executed, in multiple counterparts, on the date first above written.

HECHINGER LIQUIDATION TRUST (Seller)

By: _____

Its: _____

Accepted:

HOME DÉCOR PRODUCTS, INC. (Buyer)

By: Michael Cole

Its: President

Nothing in this instrument, express or implied, is intended to confer upon any person, other than Buyer, any right, remedy, claim or cause of action under or by reason of this instrument or any terms and conditions hereof, and all of the terms, covenants and conveyances contained in this instrument shall inure solely to the benefit of Buyer.

This instrument states the entire agreement and understanding between the Buyer and the Seller pertaining to the subject matter hereof and merges out of existence all prior understandings, representations and discussions between the parties.

This Bill of Sale and Assignment shall be governed by and construed in accordance with the law of the State of Delaware.

IN WITNESS WHEREOF, Seller has caused his Bill of Sale and Assignment to be duly executed, in multiple counterparts, on the date first above written.

HECHINGER LIQUIDATION TRUST (Seller)

By:  _____

Its: Liquidation Trustee

Accepted:

HOME DÉCOR PRODUCTS, INC. (Buyer)

By: _____

Its: _____

Exhibit A

TABLE OF TRADEMARKS

Registered, Renewed, Canceled and Abandoned*

<i>Item No.</i>	<i>Mark</i>	<i>Country/ State</i>	<i>Owner</i>	<i>Serial No.</i>	<i>Registration No.</i>	<i>Date Filed or Registered</i>
1	HARRY HOMEOWNER	U.S.	Hechinger Royalty Company	72/163,361	787,947	04/06/65
2	HARRIET HOMEOWNER	U.S.	Hechinger Royalty Company	73/054,113	1,043,141	07/06/76
3	THE WORLD'S MOST UNUSUAL LUMBERYARDS	U.S.	Hechinger Royalty Company	73/139,053	1,101,797	09/05/78
4	HECHINGER	U.S.	Hechinger Royalty Company	73/139,054	1,101,798	09/05/78
5	THERE'S NO PLACE LIKE HECHINGER	U.S.	Hechinger Royalty Company	73/431,784	1,288,392	07/31/84
6	TRIANGLE BUILDING CENTERS	U.S.	Hechinger Royalty Company	73/615,030	1,435,057	03/31/87
7	TRIANGLE BUILDING CENTERS (and Design)	U.S.	Hechinger Royalty Company	73/615,029	1,436,880	04/14/87
8	IT'S A BIG IMPROVEMENT IN HOME IMPROVEMENT	U.S.	Hechinger Royalty Company	74/147,405	1,674,680	02/04/92
9	PROJECT CENTER (and Design)	U.S.	Hechinger Royalty Company	74/143,387	1,692,109	06/09/92
10	Miscellaneous Design ("Male Head" Design)	U.S.	Hechinger Royalty Company	74/100,107	1,720,882	09/29/92
11	PROJECT PROJECT CENTER (and Design)	U.S.	Hechinger Royalty Company	74/143,388	1,720,905	09/29/92
12	HECHINGER HOME PROJECT CENTER (and Design)	U.S.	Hechinger Royalty Company	74/147,392	1,720,912	09/29/92
13	PROJECT PROJECT (and Design)	U.S.	Hechinger Royalty Company	74/143,386	1,722,699	10/02/92
14	TRIANGLE BUILDING CENTERS (and Design)	U.S.	Hechinger Royalty Company	74/186,012	1,726,488	10/20/92
15	Miscellaneous Design ("Female Head" Design)	U.S.	Hechinger Royalty Company	74/100,106	1,750,549	02/02/93
16	INSTALL PLUS	U.S.	Hechinger Royalty Company	74/482,283	1,923,031	09/26/95
17	HQ AND NOWHERE ELSE.	U.S.	Hechinger Royalty Company	75/167,917	2,112,033	11/11/97
18	BETTER SPACES	U.S.	Hechinger Royalty Company	75/167,916	2,168,345	06/23/98
19	WYE RIVER HARDWARE & HOME	U.S.	Hechinger Royalty Company	75/275,889	2,204,496	11/17/98
20	COMMERCIAL ADVANTAGE	U.S.	Hechinger Royalty Company	75/428,828	2,207,341	12/01/98

* NOTE: Hechinger Liquidation Trust makes hereby no warranty or representation regarding ownership, validity, good title or any other attribute of value with respect to the marks listed. This listing is, in all respects, *caveat emptor*.

Revised: 4/7/05

**TRADEMARK
REEL: 003090 FRAME: 0374**

<i>Item No.</i>	<i>Mark</i>	<i>Country/ State</i>	<i>Owner</i>	<i>Serial No.</i>	<i>Registration No.</i>	<i>Date Filed or Registered</i>
21	BETTER SPACES (and Design)	U.S.	Hechinger Royalty Company	75/464,926	2,224,412	02/16/99
22	CONSIDER IT DONE	U.S.	Hechinger Royalty Company	75/151,719		08/16/96
23	DONE RIGHT GUARANTEED	U.S.	Hechinger Royalty Company	75/296,032		05/22/97
24	HQ HECHINGER HOME IMPROVEMENT WAREHOUSE AND DESIGN (and Design)	U.S.	Hechinger Royalty Company	75/772,824		08/11/99
25	HQ HECHINGER (and Design)	U.S.	Hechinger Royalty Company	75/772,875		08/11/99
26	YARD STAR	U.S.	Builders Square, Inc.	74/588,881		10/21/94
27	BUILDERS SQUARE (Class 16)	Malaysia	Builders Square, Inc.	93/07539		
28	BUILDERS SQUARE (Class 8)	Malaysia	Builders Square, Inc.	93/07540		
29	BUILDERS SQUARE (Class 42)	Panama	Builders Square, Inc.		68306	
30	BUILDERS SQUARE (Class 42)	Ecuador	Builders Square, Inc.		0709-94	
31	BUILDERS SQUARE (Class 42)	Costa Rica	Builders Square, Inc.		86.926	
32	BUILDERS SQUARE (Class 42)	Spain	Builders Square, Inc.		1654582	
33	BUILDERS SQUARE (Class 42)	Argentina	Builders Square, Inc.		1527521	
34	BUILDERS SQUARE (Classes 8, 16 and 42)	Italy	Builders Square, Inc.		665139	
35	BUILDERS SQUARE (Class 8)	El Salvador	Builders Square, Inc.		223	
36	BUILDERS SQUARE (Class 42)	El Salvador	Builders Square, Inc.	3770/93		
37	BUILDERS SQUARE (Class 11)	Chile	Builders Square, Inc.		431710	
38	BUILDERS SQUARE (Class 42)	Chile	Builders Square, Inc.	259648		
39	BUILDERS SQUARE (Classes 8, 11, 16 and 42)	Poland	Builders Square, Inc.		124948	
40	BUILDERS SQUARE (Class 42)	Guatemala	Builders Square, Inc.		84382	
41	BUILDERS SQUARE (Class 42)	Peru	Builders Square, Inc.		1231	
42	BUILDERS SQUARE (Class 2)	Grenada	Builders Square, Inc.		42/1997	

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43	BUILDERS SQUARE (Classes 8, 11 and 16)	Hungary	Builders Square, Inc.		141069	
44	BUILDERS SQUARE (Classes 8, 11, 16, 19 and 42)	Greece	Builders Square, Inc.		116.732	
45	BUILDERS SQUARE (Class 39)	Spain	Builders Square, Inc.		1782825	
46	BUILDERS SQUARE (Classes 8, 11 and 16)	Columbia	Builders Square, Inc.		7415	
47	WE'RE HERE TO HELP	U.S.	Hechinger	74/291,722	1,760,477	03/23/93
48	WE'RE WITH YOU FROM START TO FINISH	U.S.	Hechinger	74/291,701	1,757,458	03/01/93
49	HQ	U.S.	Hechinger Royalty Company	73/719,397	1,522,206	01/24/89
50	HOME QUARTERS WAREHOUSE (and Design)	U.S.	Hechinger Royalty Company	73/718,780	1,515,994	12/06/88
51	HOME QUARTERS WAREHOUSE	U.S.	Hechinger Royalty Company	73/718,779	1,515,993	12/06/88
52	HQ HOME QUARTERS (and Design)	U.S.	Hechinger Royalty Company	73/718,780	1,515,994	12/06/88
53	TO THE RESCUE	U.S.	Hechinger Royalty Company	74/337,487	1,786,017	08/03/93
54	SAHARA FAN COMPANY	U.S.	Home Quarters Warehouse, Inc.	74/445,504		10/12/93
54A	DIAMOND BAY FAN COMPANY	U.S.	Home Quarters Warehouse, Inc.			10/12/93
54B	DIAMOND SHORES FAN COMPANY	U.S.	Home Quarters Warehouse, Inc.			10/12/93
54C	VERACRUZ FAN COMPANY	U.S.	Home Quarters Warehouse, Inc.			10/12/93
55	Miscellaneous Design (Dog)	U.S.	Hechinger Investment Company of Delaware, Inc.	73/822,385		08/29/89
56	STRONG BOX	U.S.	Hechinger Royalty Company	74/345,416		01/04/93
57	INVISIBLE FENCE	U.S.	Hechinger Royalty Company			
58	HQ (and "Saint Bernard" Design)	U.S.	Hechinger Royalty Company	74/424,343	1,874,332	01/17/95
59	DEL/BLOCK	U.S.	Hechinger Royalty Company			
60	HQ TO THE RESCUE	U.S.	Hechinger Royalty Company	74/434,047	1,903,141	07/04/95
61	RESQ	U.S.	Hechinger Royalty Company	74/424,473	1,885,419	03/21/95
62	KIDS QUARTERS	U.S.	Hechinger Royalty Company	74/424,344	1,854,979	09/20/94
63	KQ	U.S.	Hechinger Royalty Company	74/424,474	1,847,120	07/26/94
64	KQ KID'S QUARTERS (and Design)	U.S.	Hechinger Royalty Company	74/428,735	1,848,794	08/09/94
65	HQ UNIVERSITY	U.S.	Hechinger Royalty Company			

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66	HQU	U.S.	Hechinger Royalty Company	74/434,048	1,932,046	10/31/95
67	HQU LOGO	U.S.	Hechinger Royalty Company			
68	HOME QUARTERS UNIVERSITY	U.S.	Hechinger Royalty Company	74/434,464	1,874,138	01/17/95
69	SAHARA FAN COMPANY (and Design)	U.S.	Hechinger Royalty Company	74/621,747		10/24/95
70	HQ UNIVERSITY (and Design)	U.S.	Hechinger Royalty Company	74/449,134	1,929,025	10/24/95
71	HQ EXPRESS	U.S.	Hechinger Royalty Company	74/563,117	1,952,563	01/30/96
72	OFFICE HQ	U.S.	Hechinger Royalty Company			
73	HQ PLUS	U.S.	Hechinger Royalty Company	74/584,797	1,935,228	11/14/95
74	BUILDERS SQUARE	U.S.	Builders Square, Inc.	73/489,097	1,395,292	05/27/86
75	WISCONSIN'S ORIGINAL OFFICE SUPPLY WAREHOUSE	Wisconsin	Builders Square, Inc.		Yes	11/01/89
76	HQ (and Design)	Virginia	Home Quarters Warehouse, Inc.		272	08/29/85
77	BUILDERS SQUARE	Texas	Builders Square, Inc.		4615017	04/07/86
78	BUILDERS SQUARE	U.K.	Builders Square, Inc.		1382391	Filed 05/03/89 Registered 01/11/91