

## 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
Credit Managers Association of California, d/b/a CMA Business Credit Services		08/19/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ex-Cell Home Fashions, Inc.		
Street Address:	Post Office Box 1879		
City:	Goldsboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27533		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2963939	DECK MATE	
Registration Number:	1675146	DESIGN NETWORK	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4048817000		
Email:	ipatl@alston.com		
Correspondent Name:	Wendy L. Robertson, Esq.		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
NAME OF SUBMITTER:	Wendy L. Robertson		
Signature:	/Wendy L. Robertson/		

OP \$65.00 2963939

900030643

TRADEMARK  
REEL: 003145 FRAME: 0163

Date:

08/22/2005

**Total Attachments: 5**

source=IP ASSIGNMENT AGREEMENT for the Marks DECK MATE and DESIGN NETWORK#page1.tif

source=IP ASSIGNMENT AGREEMENT for the Marks DECK MATE and DESIGN NETWORK#page2.tif

source=IP ASSIGNMENT AGREEMENT for the Marks DECK MATE and DESIGN NETWORK#page3.tif

source=IP ASSIGNMENT AGREEMENT for the Marks DECK MATE and DESIGN NETWORK#page4.tif

source=IP ASSIGNMENT AGREEMENT for the Marks DECK MATE and DESIGN NETWORK#page5.tif

## IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (the "*Agreement*") is made as of August 19, 2004 (the "*Closing Date*") by and between CREDIT MANAGERS ASSOCIATION OF CALIFORNIA, doing business as CMA BUSINESS CREDIT SERVICES, a California corporation, in its sole and limited capacity as Assignee for the Benefit of Creditors ("*CMA*" or "*Seller*") of the Company (as defined below) and the Subsidiaries (as defined below), on the one hand, and EX-CELL HOME FASHIONS, INC., a New York corporation ("*Ex-Cell*" or "*Buyer*"), on the other hand.

### RECITALS

WHEREAS, by resolution of each of the board of directors of Cecil Saydah Company, a California corporation (the "*Company*"), and its subsidiaries, Garden Prints, Inc., a California corporation, and Matrix Rugs LLC, a California limited liability company (individually and collectively, the "*Subsidiaries*"), as memorialized in the duly executed minutes of each of the Company and the Subsidiaries, each of the Company and the Subsidiaries (individually and collectively, "*Assignor*") transferred ownership of all its right, title and interest in and to substantially all of its tangible and intangible assets (the "*Assets*") to Seller (collectively, the "*General Assignment*"), and in so doing has also designated Seller to act, pursuant to California law, as the Assignee for the Benefit of Creditors of Assignor;

WHEREAS, Seller and Buyer and Glenoit, LLC, a Delaware limited liability company, have entered into an Asset Purchase Agreement dated as of the Closing Date (the "*Purchase Agreement*"). Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller wishes to assign all of Seller's right, title and interest in and to the intellectual property contained in the Transferred Assets and described as the Exclusive Names, Owned Exclusive Intellectual Property and Licensed Exclusive Intellectual Property in Section 1.2(e) of the Purchase Agreement, including, but not limited to, the intellectual property identified on Exhibit A attached hereto (collectively, the "*Assigned Rights*"), to Buyer, and Buyer wishes to accept such assignment, on the terms and conditions set forth herein and in the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, agreeing to be legally bound, agree as follows:

1. **Assignment of Assigned Rights.** Seller does hereby grant, bargain, transfer, sell, assign and convey to Buyer, subject to the provisions of the Purchase Agreement, all of Seller's right, title and interest, if any, in and to the Assigned Rights, and all goodwill of the business represented thereby, and Buyer does hereby accept such assignment, all on, and subject to, the terms and conditions as set forth herein and in the Purchase Agreement. The foregoing assignment, subject to the terms and conditions contained in the Purchase Agreement, includes,

but is not limited to, (a) all improvements and inventions disclosed in the Assigned Rights throughout the world, and, for any patents therein, all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part and extensions thereof, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions and improvements in Buyer's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries; (b) all worldwide copyrights contained in the Assigned Rights; and (c) Seller's right to sue for and remedies against past, present and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide. Notwithstanding any provision in this Agreement, nothing contained herein is intended to provide Buyer with intellectual property rights that are in any way greater than those that Buyer is to acquire pursuant to the Purchase Agreement.

2. **Rights Conferred.** Nothing contained in this Agreement is intended to provide any right or remedy to any person or entity, other than to Buyer.

3. **Purchase Agreement.** This Agreement shall not be deemed to supersede or modify any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein. In the event of any conflict between this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

4. **Successors and Assigns.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Choice of Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California without reference to conflict of laws principles.

6. **Notices.** All notices or other communications given under this Agreement shall be given in accordance with Section 11.2 of the Purchase Agreement.

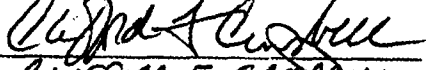
7. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date and year first above written.

**BUYER:**

**EX-CELL HOME FASHIONS, INC.**, a New York corporation

By:   
Name: CLIFFORD F. CAMPBELL  
Title: CHIEF FINANCIAL OFFICER

**SELLER:**

**Credit Managers Association of California, doing business as CMA Business Credit Services**, a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of Cecil Saydah Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Credit Managers Association of California, doing business as CMA Business Credit Services**, a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of Garden Prints, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Credit Managers Association of California, doing business as CMA Business Credit Services**, a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of Matrix Rugs LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment Agreement as of the date and year first above written.

**BUYER:**

**EX-CELL HOME FASHIONS, INC.**, a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**Credit Managers Association of California**, doing business as **CMA Business Credit Services**, a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of **Cecil Saydah Company**

By: R. J. Wode  
Name: Robert J. Wode  
Title: SECRETARY

**Credit Managers Association of California**, doing business as **CMA Business Credit Services**, a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of **Garden Prints, Inc.**

By: R. J. Wode  
Name: Robert J. Wode  
Title: SECRETARY

**Credit Managers Association of California**, doing business as **CMA Business Credit Services**, a California corporation, in its sole and limited capacity as assignee for the benefit of the creditors of **Matrix Rugs LLC**

By: R. J. Wode  
Name: Robert J. Wode  
Title: SECRETARY

**SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT**

## **EXHIBIT A TO IP ASSIGNMENT AGREEMENT**

### **Exclusive Names:**

- Deck Mate (Live)
- Minor Details (Dead)
- Baby Network (Dead)
- Nature's Portfolio (Dead)
- DIJO's Home Fashions (Dead)
- Adoorables (Dead)
- Design Network (Live)
- Design Works (Dead)

### **Owned Exclusive Intellectual Property:**

- the design library of the Design Network Business identified by Debbie Powell
- All pre-ticketing codes (including UPC numbers) in connection with the Design Network Business; provided, however, Buyer may only use K-Mart codes and numbers in connection with Transferred Inventory designated for K-Mart and other goods on order for K-Mart as of the Closing Date