

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
EFFECTIVE DATE:	11/12/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Banc America Leasing & Capital, LLC, successor in interest to Fleet Capital Corporation		03/07/2006	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Keeco, LLC
Street Address:	444 South Flower Street
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1895510	THE HEIRLOOM LACE COLLECTION
Registration Number:	1920584	THE HEIRLOOM LACE COLLECTION
Registration Number:	1927145	KEECO
Registration Number:	1981988	VINTAGE HOME
Registration Number:	1998465	VINTAGE HOME
Registration Number:	2078437	THE HEIRLOOM QUILT COLLECTION
Registration Number:	2132580	VINTAGE HOME
Registration Number:	2142472	THE HEIRLOOM LACE COLLECTION
Registration Number:	2269455	THE HANDMADE HOME COMPANY
Registration Number:	2417697	YOUR STORE, HER HOME
Registration Number:	2459539	VINTAGE HOME

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Registration Number:	2520276	M METRO LIVING
Registration Number:	2572030	SIMPLY HANDMADE
Registration Number:	2580017	HEIRLOOM HOME COLLECTION

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ggillen@winston.com
 Correspondent Name: Grace Gillen c/o Winston & Strawn LLP
 Address Line 1: 101 California Street, Suite 3900
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	81248.6
NAME OF SUBMITTER:	Hill Blackett, III, Esq.
Signature:	/Hill Blackett, III/
Date:	05/26/2006

Total Attachments: 5
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**ASSIGNMENT AND RELEASE OF
TRADEMARK AND PATENT SECURITY AGREEMENT AND
COPYRIGHT SECURITY AGREEMENT**

WHEREAS, pursuant to that certain Trademark and Patent Security Agreement dated as of January 1, 2003, by KEECO, LLC, a California limited liability company ("Assignor"), in favor of Banc America Leasing & Capital, LLC, successor in interest to Fleet Capital Corporation ("Lender"), which was recorded with the United States Patent and Trademark Office on July 17, 2003, at (i) Reel 2778, Frame 0268 and (ii) Reel 014261, Frame 0799, Assignor granted to Lender a security interest in and lien on all of Assignor's interest in and to the intellectual property listed on the attached Schedule I, including without limitation, (1) those Trademarks and Trademark Licenses as defined therein, and (2) those Patents and Patent Licenses as defined therein, all as more particularly described on the attached Exhibits A, B and C to Schedule I, made a part hereof;

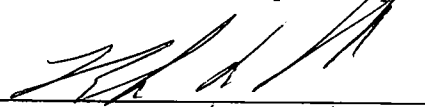
WHEREAS, pursuant to that certain Copyright Security Agreement dated as of January 1, 2003, each by KEECO, LLC, a California limited liability company ("Assignor"), in favor of Banc America Leasing & Capital, LLC, successor in interest to Fleet Capital Corporation, a Rhode Island corporation ("Lender"), which were recorded with the Copyright Office on June 5, 2003, Volume 3498, Doc. No. 495-500, Assignor granted to Lender a security interest in and lien on all of Assignor's interest in and to the intellectual property listed on the attached Schedule I, including without limitation, those Copyrights and Copyright Licenses as defined therein, all as more particularly described on the attached Exhibit D (collectively, Exhibit A, Exhibit B, Exhibit C, and Exhibit D shall hereafter be referred to as the "Intellectual Property Collateral"), made a part hereof;

WHEREAS, Lender desires to release its security interest in and lien on the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender does hereby release its security interest in and lien on the Intellectual Property Collateral and reassigns to Assignor, without representation or warranty, express or implied, and without recourse, all right, title and interest of Lender in and to Assignor's interest in the Intellectual Property Collateral.

Dated: Executed on
March 7, 2006, effective
November 12, 2004

BANC AMERICA LEASING & CAPITAL, LLC,
successor in interest to Fleet Capital Corporation

By: 
Name: Blair K. Meeker
It's: VP

SCHEDULE I
to
ASSIGNMENT AND RELEASE OF PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)

TRADEMARKS, TRADEMARK APPLICATIONS

See Attached Exhibit A

(PART B)

PATENTS & PATENT APPLICATIONS

See Attached Exhibit B

(PART C)

LICENSES

See Attached Exhibit C

COPYRIGHTS

See Attached Exhibit D

EXHIBIT A

REGISTERED SERVICE MARKS AND TRADEMARKS

United States

	Name	Filing Date	Serial Number	Reg. Date	Reg. Number
1.	The Heirloom Lace Collection	8/17/1993	74/425461	5/23/1995	1,895,510
2.	The Heirloom Lace Collection	1/5/1994	74/476649	9/19/1995	1,920,584
3.	Kzeeco	2/22/1994	74/492910	10/17/1995	1,927,145
4.	Vintage Home	8/31/1994	74/570320	6/25/1996	1,981,988
5.	Vintage Home	7/1/1994	75/032407	9/3/1996	1,998,465
6.	The Heirloom Quilt Collection	9/15/1997	74/573905	7/15/1997	2,078,437
7.	Vintage Home	2/10/1997	75/239678	1/27/1998	2,132,580
8.	The Heirloom Lace Collection	2/10/1997	75/239676	3/10/1998	2,142,472
9.	The Handmade Home Company	1/27/1997	75/231266	8/10/1999	2,269,455
10.	Your Store, Her Home	1/22/1999	75/372539	1/2/2001	2,417,697
11.	Vintage Home	3/24/2000	76/009351	6/12/2001	2,459,539
12.	Metro Living + Design	10/18/2000	78/031306	12/18/2001	2,520,276
13.	Simply Handmade	1/27/1997	75/980/524	5/21/2002	2,572,030
14.	Heirloom Home Collection	7/28/2000	76/099206	6/11/2002	2,580,017

EXHIBIT B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

<u>Title</u>	<u>Patent No./Application No.</u>	<u>Filing Issue Date</u>
Support for Hanging Crocheted Pieces	6,082,434	07/04/2000

EXHIBIT C

Borrower's and its Subsidiaries' licenses (other than routine business licenses, authorizing them to transact business in local jurisdictions):

Licensee/Licensor	Description	Date of contract	Terms
B. Smith Group Licensing (Licensor)*	Licensing Agreement re trademarks and designs	2/1/2002	Expiring on 8/31/03
Borders Limited (Licensee)	Licensing Agreement re Hearts and Flowers pattern at BBB	1/22/2002	As long as BBB sells the pattern
Tracy Porter Inc.*	Licensing on brands and designs	6/1/2001	Expiring on 3/1/05
Oeuvre, Inc.* (Licensor)	Licensing Agreement for using the trademarks and designs of Jonathan Adler & Jonathan Adler Happy Home.	10/12/2002	Expiring on 10/31/2006

* Specifically stated in the agreement that all assignment needs prior written consent.

Infringement Activities:

4. Unregistered material trademarks, service marks and copyrights: [None]
5. Material license agreements that do not permit assignment or limit the use of license after default:

DAL 248695.5