

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**07/12/2006**  
**900053039**

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | <b>CORRECTIVE ASSIGNMENT</b>  |
| <b>NATURE OF CONVEYANCE:</b> | Corrective Assignment to correct the name of the Assignor to read as "Home Decorators Collection, Inc." "Homer TLC, Inc." should be deleted as one of the Assignors previously recorded on Reel 003337 Frame 0781. Assignor(s) hereby confirms the assignment recordal should identify only one Assignor, i.e. "Home Decorators Collection, Inc." |

**CONVEYING PARTY DATA**

| Name                             | Formerly | Execution Date | Entity Type           |
|----------------------------------|----------|----------------|-----------------------|
| Home Decorators Collection, Inc. |          | 05/01/2005     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                       |
|------------------------|-----------------------|
| <b>Name:</b>           | Homer TLC, Inc.       |
| <b>Street Address:</b> | 1404 Society Dr.      |
| <b>City:</b>           | Claymont              |
| <b>State/Country:</b>  | DELAWARE              |
| <b>Postal Code:</b>    | 19703                 |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE |

**PROPERTY NUMBERS Total: 8**

| Property Type        | Number   | Word Mark                           |
|----------------------|----------|-------------------------------------|
| Registration Number: | 3065495  | HOME DECORATORS                     |
| Registration Number: | 2893525  | WHERE VALUE AND SELECTION COME HOME |
| Registration Number: | 2321232  | HOME DECORATORS CATALOG OUTLET      |
| Registration Number: | 2085028  | HOME DECORATORS COLLECTION          |
| Registration Number: | 2098565  | HOME DECORATORS COLLECTION          |
| Registration Number: | 2136523  | HOME DECORATORS COLLECTION          |
| Serial Number:       | 78828879 | WHERE VALUE AND SELECTION COME HOME |
| Serial Number:       | 78831433 | HOME DECORATORS COLLECTION          |

**CORRESPONDENCE DATA**

**Fax Number:** (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

CH \$215.00 3065495

Phone: 404 572 4600  
Email: trademarks@kslaw.com  
Correspondent Name: W. Scott Petty, Esq./King & Spalding LLP  
Address Line 1: 1180 Peachtree Street  
Address Line 4: Atlanta, GEORGIA 30309

|   |                            |
|---|----------------------------|
| ATTORNEY DOCKET NUMBER:   | .03031.019037              |
| NAME OF SUBMITTER:  | Vicky R. Bantug, Paralegal |
| Signature:  | /Vicky R. Bantug/          |
| Date:   | 07/10/2006                 |
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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**06/26/2006  
 900051965**

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                               |
| <b>NATURE OF CONVEYANCE:</b> | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

**CONVEYING PARTY DATA**

| Name                             | Formerly | Execution Date | Entity Type           |
|----------------------------------|----------|----------------|-----------------------|
| Homer TLC, Inc.                  |          | 05/01/2006     | CORPORATION: DELAWARE |
| Home Decorators Collection, Inc. |          | 05/01/2006     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |                       |
|------------------------|-----------------------|
| <b>Name:</b>           | Homer TLC, Inc.       |
| <b>Street Address:</b> | 1404 Society Dr.      |
| <b>City:</b>           | Claymont              |
| <b>State/Country:</b>  | DELAWARE              |
| <b>Postal Code:</b>    | 19703                 |
| <b>Entity Type:</b>    | CORPORATION: DELAWARE |

**PROPERTY NUMBERS Total: 8**

| Property Type        | Number   | Word Mark                           |
|----------------------|----------|-------------------------------------|
| Registration Number: | 3085495  | HOME DECORATORS                     |
| Registration Number: | 2893525  | WHERE VALUE AND SELECTION COME HOME |
| Registration Number: | 2321232  | HOME DECORATORS CATALOG OUTLET      |
| Registration Number: | 2065028  | HOME DECORATORS COLLECTION          |
| Registration Number: | 2098565  | HOME DECORATORS COLLECTION          |
| Registration Number: | 2136523  | HOME DECORATORS COLLECTION          |
| Serial Number:       | 78829879 | WHERE VALUE AND SELECTION COME HOME |
| Serial Number:       | 78831433 | HOME DECORATORS COLLECTION          |

CH \$215.00 3065495

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404 572 4600  
 Email: trademarks@kslaw.com  
 Correspondent Name: W. Scott Petty

Address Line 1: 1180 Peachtree Street  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 07224.019901

NAME OF SUBMITTER: Vicky R. Bantug, Paralegal

Signature: /Vicky Bantug/

Date: 06/23/2006

Total Attachments: 5  
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**EXECUTION COPY**

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** ("Trademark Assignment") is made and entered into as of this first day of May, 2006, by and between Home Decorators Collection, Inc., a Delaware corporation, HDC Asia, Ltd., a Missouri corporation, HDC Retail, L.L.C., a Missouri limited liability company, HDC China, L.L.C., a Missouri limited liability company (collectively hereinafter "Assignor"), and Homer TLC, Inc., a Delaware corporation (hereinafter "Assignee"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in that certain Asset Purchase Agreement dated as of April 24, 2006 (the "Asset Purchase Agreement"), to which Assignor and Assignor are parties.

**WHEREAS**, Assignor owns all right, title, and interest in, to, and under the Marks (defined below) listed on Schedule A; and

**WHEREAS**, the Asset Purchase Agreement provides for, among other things, the assignment of its rights in the Marks from Assignor to Assignee.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Pursuant to and in compliance with the Asset Purchase Agreement, Assignor, for the good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey, quitclaim and deliver unto Assignee (i) all of Assignor's right, title and interest (including, without limitation, all Intellectual Property rights) in and to the trademarks, service marks, trade names and logos (collectively, the "Marks") listed on Schedule A attached hereto and incorporated herein by this reference, including any and all registrations and applications for registration therefore, (ii) all goodwill associated with the Marks, and (iii) all rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present and future infringements or misappropriation of the Marks, or injury to the goodwill associated with the Marks, in perpetuity (or for the longest period of time otherwise permitted by law) and all goodwill generated thereby shall be the sole property of Homer TLC and inure to the benefit of Homer TLC.

And by this covenant the Assignor agrees to execute or procure any further necessary assurance of its title to the Marks; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect Assignee's rights to the Marks in Assignee, its successors, assigns or other legal representatives; and upon the request of said Assignee, will execute any additional applications for registration, or any part or parts thereof; and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns, or other legal representatives.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the laws of the United States of America and the laws of the State of Delaware, without regard to its conflict of law principles.

HOME DECORATORS COLLECTION, INC. HOMER TLC, INC.


By:   
Name: W. Grant Williams  
Title: Chairman

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

HDC ASIA, LTD.

By:   
Name: W. Grant Williams  
Title: Chairman

HDC RETAIL, L.L.C.

By:   
Name: W. Grant Williams  
Title: Chairman

HDC CHINA, L.L.C.

By:   
Name: W. Grant Williams  
Title: Chairman

[Signature Page to Trademark Assignment]

This Trademark Assignment shall be governed by and construed in accordance with the laws of the laws of the United States of America and the laws of the State of Delaware, without regard to its conflict of law principles.

**HOME DECORATORS COLLECTION, INC. HOMER TLC, INC.**

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

By:   
Name: Steven M. Levy  
Title: President

**HDC ASIA, LTD.**

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

**HDC RETAIL, L.L.C.**

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

**HDC CHINA, L.L.C.**

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

[Signature Page to Trademark Assignment]

STATE OF Missouri )  
 ) ss:  
CITY OF St. Louis )

On this 28th day of April, 2006, before me, a Notary Public, personally appeared W. Grant Williams personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Cynthia A. Reese  
Notary Public in and for said County and State

My Commission Expires February 20, 2007





Schedule A

**MARKS**

| <b>Mark</b>                         | <b>Serial Number</b> | <b>Status</b> | <b>Registration Number</b> | <b>Registration Date or Application Filing Date</b> |
|-------------------------------------|----------------------|---------------|----------------------------|---|
| Home Decorators                     | 78-530781            | Registered    | 3065495                    | 03/07/06  |
| Where Value and Selection Come Home | 78-313398            | Registered    | 2893525                    | 10/12/04  |
| Home Decorators Catalog Outlet      | 75-624941            | Registered    | 2321232                    | 02/22/00  |
| Home Decorators Collection          | 75-113766            | Registered    | 2065028                    | 05/27/97  |
| Home Decorators Collection          | 74-664130            | Registered    | 2098565                    | 09/23/97  |
| Home Decorators Collection          | 74-800702            | Registered    | 2136523                    | 02/17/98  |
| Where Value and Selection Come Home | 78-829879            | Pending       | N/A                        | 03/06/06  |
| Home Decorators Collection          | 78-831433            | Pending       | N/A                        | 03/07/06  |