

06-07-2006



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HOME DÉCOR PRODUCTS, INC.

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE, U.S.A.
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) MAY 26, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: HOLTZMAN OPPORTUNITY FUND, L.P.

Internal Address: _____
Address: _____

Street Address: 100 NORTH WILKES BLVD., 4TH FLOOR

City: WILKES BARRE

State: PENNSYLVANIA

Country: USA Zip: 18702

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/527526 78/527544 75/464926 73/489097 78/527494
78/637797 78/637805 78/730055 73/139054 76/514534
(CONTINUED ON ATTACHED PAGE)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

WISCONSIN'S ORIGINAL OFFICE SUPPLY WAREHOUSE (WI045204)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: MARK S. RATTNER, ESQ.

Internal Address: RIKER, DANZIG, SCHERER, HYLAND & PERRETTI LLP

Street Address: ONE SPEEDWELL AVENUE
P.O. BOX 1981

City: MORRISTOWN

State: NEW JERSEY Zip: 07962-1981

Phone Number: 973-451-8493

Fax Number: 973-451-8716

Email Address: MRATTNER@RIKER.COM

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 540.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 500444
Expiration Date _____

b. Deposit Account Number 500444

Authorized User Name MARK S. RATTNER

9. Signature:

Mark Rattner
Signature

JUNE 2, 2006

Date

MARK S. RATTNER, ESQ.

Name of Person Signing

Total number of pages including sheet, attachments, and documents: 10

Conveying Party: HOME DÉCOR PRODUCTS, INC.
Receiving Party: HOLTZMAN OPPORTUNITY FUND, L.P.

CONTINUATION OF ITEM 4:

78/578566

78/527518

78/637810

73/054113

73/718779

73/719397

73/718780

73/139053

73/615030

73/615029

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS is made this 26 day of May, 2006, by HOME DÉCOR PRODUCTS, INC., a corporation of the State of Delaware having its principal office at 47 Brunswick Avenue, Edison, New Jersey 08837 (the "Assignor"), in favor of HOLTZMAN OPPORTUNITY FUND, L.P., having an address at 100 North Wilkes Barre Blvd., 4th Floor, Wilkes Barre, Pennsylvania 18702 ("Assignee").

RECITALS:

WHEREAS, the Assignor owns the entire right, title, and interest in and to the Trademarks (as each is defined below); and

WHEREAS, Assignee has made certain loans, advances, extensions of credit or other financial accommodations to Assignor pursuant to a certain Revolving Credit and Security Agreement dated as of the date hereof (as the same may hereafter be modified, amended or supplemented, the "Loan Agreement"). All capitalized terms used herein and not specifically defined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and certain other Loan Documents, Assignor has granted to Assignee a security interest in the trademarks, trademark registrations and trademark applications set forth in **Schedule I** annexed hereto (collectively, the "Trademarks"), which the Assignor hereby represents is a correct and complete list of trademarks, trademark registrations, and trademark applications in which it has any beneficial interest as of the date hereof, and:

- (i) all other trademarks, trademark registrations and trademark applications (the "Future Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in **Schedule I** annexed hereto;
- (ii) each trademark license, including, without limitation, each trademark license listed in **Schedule I** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and
- (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in **Schedule I** annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in **Schedule I** annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

(collectively, the "Collateral") to secure any and all obligations of the Assignor to Assignee set forth in the Loan Agreement and the other Loan Documents (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees:

1. Assignment. In order to secure the prompt payment, and observance of the Obligations, the Assignor does hereby collaterally assign to Assignee any and all of its rights in the Collateral. It is expressly understood and agreed that the collateral assignment hereunder is in addition to, and not in replacement of, the security interests in the General Intangibles and Intellectual Property granted under the Loan Agreement, and the Assignor hereby acknowledges and affirms such grant of security interest in favor of Assignee.

2. Assignor's Covenants. The Assignor hereby agrees, represents and covenants:

(a) Validity; Actions. The Assignor hereby represents that there are no (i) prior licenses, conveyances and transfers of which it is aware and which are in effect as of the date hereof and (ii) suits pending, or litigation threatened, of which the Assignor has actual knowledge, in each case which relate in any way to any of the Trademarks. The Assignor (either itself or through licenses) will, for each Trademark and all Future Trademarks, take reasonable steps to ensure that the Assignor does not knowingly do any act, or knowingly omit to do any act, whereby any Trademark or Future Trademark may become invalidated or dedicated. Notwithstanding the foregoing, provided that no Event of Default shall have occurred and be then continuing, the Assignor may abandon any Collateral that the Assignor deems to be worthless or of little value (collectively, the "Abandoned Collateral"), provided, however, the Assignor shall provide Assignee with prior notice of the same.

(b) Notification. The Assignor shall deliver to Assignee, at the request of Assignee, (i) a written report of the status of each part or item of the Collateral, detailing (x) for any newly acquired trademarks, the nature thereof and the status or any applications for registration thereof, (y) for existing Trademarks, (A) the status of any applications for renewal or extension of the registration thereof and (B) any information regarding the abandonment or dedication of the same, and (z) any other determination or development regarding the ownership of any of the Trademarks and Future Trademarks and the Assignor's right to register the same, or to keep and maintain the same, including, but not limited to, the commencement of, or any development in, any litigation or proceeding affecting any Trademark or Future Trademark in the United States Patent and Trademark Office or any court. In addition, the Assignor shall notify Assignee within thirty (30) days of its acquisition and registration of any new trademarks.

(c) Filings. With respect to any Future Trademarks, at the request of Assignee, Assignor shall execute, deliver and file for record, at its expense, in the United States Patent and Trademark office, notice of this security interest in favor of Assignee in the form required by and reasonably acceptable to Assignee.

(d) Maintenance. Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark office to maintain and pursue each application relating to the Trademarks and all Future Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement (and to obtain the relevant grant or registration) and to maintain each registration of all such Trademarks and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.

(e) Infringement, Misappropriation or Dilution. Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the Assignor believes that any Collateral has been infringed, misappropriated or diluted by a third party, the Assignor shall, to the extent that Assignor deems appropriate in its reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

3. Acknowledgement of Rights and Remedies. The Assignor does hereby further acknowledge, affirm and consent and agree to the rights and remedies of Assignee with respect to the assignment of, and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.

4. Termination of Assignment. Upon the final and indefeasible payment in full of all of the Obligations, this Assignment of Trademarks shall terminate and be void and of no further force or effect and all rights in the Trademarks shall be reassigned to the Assignor. At such time and upon the request of Assignor, Assignee will provide to the Assignor, at the Assignor's expense, all release and reassignment documents and agreements reasonably requested by the Assignor, including without limitation all documents necessary to evidence such reassignment in the United States Patent and Trademark Office.

5. No Waiver: No Obligation of Assignee.

(A) The failure of Assignee to exercise any right granted to it under this Assignment of Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar Assignee from continuing to exercise such rights in the future.

(B) Assignee shall have no obligations as to the Collateral, including but not limited to taking any steps toward renewing any registrations of the Collateral or taking any action to defend any of the Collateral from any claims from infringement, unfair competition, misappropriation, dilution or damage or otherwise.

6. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Trademarks shall be governed by, and construed and

interpreted in accordance with the laws of the State of New Jersey applicable to contracts made and performed in such State (without giving effect to conflict of laws principles).


7. Severability. The terms of this Assignment of Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

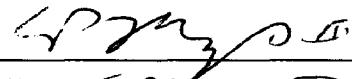
8. Further Assurances. The Assignor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the discretion of Assignee) to effect the terms hereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Trademarks as of the date hereinabove written.

WITNESS:

HOME DÉCOR PRODUCTS, INC.

By: 
Name: Charles Cetnik
Title: Controller

By: 
Name: CPMty J II
Title: CFO

Schedule I - TradeMarks

Country	Trademark:	Status	Appl. No./ Reg. No.
United States	ABSOLUTEHOME	Registered	78/527526 3049931
United States	BARBECUES.COM (Supplemental Register)	Registered	78/527544 3008093
United States	BETTER SPACES & Design	Registered	75/464926 2224412
United States	BUILDERS SQUARE	Renewed	73/489097 1395292
United States	CLIQUEIDATE	Allowed	78/527494
United States	DIAMOND BAY	Pending	78/637797
United States	DIAMOND BAY FAN COMPANY	Published	78/637805
United States	HARRY HOMEOWNER	Pending	78/730055
United States	HECHINGER	Renewed	73/139054 1101798
United States	HOMECLICK	Registered	76/514534 2836197
United States	KNOBSANDTHINGS.COM	Registered	78/578566 3059078
United States	POOLCLICK.COM	Allowed	78/527518
United States	YARD STAR	Pending	78/637810
United States	HARRIET HOMEOWNER	Renewed	73054113 1043141
United States	HOME QUARTERS WAREHOUSE	Registered	73/718779 1515993
United States	HQ	Registered	73/719397 1522206
United States	HQ HOME QUARTERS WAREHOUSE & Design	Registered	73/718780 1515994
United States	THE WORLDS MOST UNUSUAL LUMBERYARDS	Renewed	73139053 1101797
United States	TRIANGLE BUILDING CENTERS	Registered	73/615030 1435057
United States	TRIANGLE BUILDING CENTERS & Design	Registered	73/615029 1436880
Argentina	BUILDERS SQUARE (IC 42)		1527521
Australia	BUILDERS SQUARE	Registered	432736
Australia	BUILDERS SQUARE	Registered	432744
Australia	BUILDERS SQUARE	Registered	432744
Canada	HOMECLICK	Pending	1282658
Chile	BUILDERS SQUARE (IC 11)	Abandoned (As defined in Collateral Assignment "Abandoned Collateral")	431710
Chile	BUILDERS SQUARE (IC 42)	Abandoned Collateral	259648

Country	Trademark:	Status	Appl. No./ Reg. No.
Colombia	BUILDERS SQUARE (IC 8, 11, 16)	Abandoned Collateral	7415
Costa Rica	BUILDERS SQUARE (IC 42)	Abandoned Collateral d	86.926
Ecuador	BUILDERS SQUARE (IC 42)	Abandoned Collateral	0709-94
El Salvador	BUILDERS SQUARE (IC 42)	Abandoned Collateral	3770/93
El Salvador	BUILDERS SQUARE (IC 8)	Abandoned Collateral	223
Greece	BUILDERS SQUARE (IC 8, 11, 16, 19, 42)	Abandoned Collateral	116.732
Grenada	BUILDERS SQUARE (IC 2)	Abandoned Collateral	42/1997
Guatemala	BUILDERS SQUARE (IC 42)	Abandoned Collateral	84382
Japan	BUILDERS SQUARE	Registered	H05-045229 3153485
Japan	BUILDERS SQUARE	Registered	H05-045230 3166984
Malaysia	BUILDERS SQUARE (IC 16)	Abandoned Collateral	93/07539
Malaysia	BUILDERS SQUARE (IC 8)	Abandoned Collateral	93/07540
Panama	BUILDERS SQUARE (IC 42)	Abandoned Collateral	68306
Peru	BUILDERS SQUARE (IC 42)	Abandoned Collateral	1231
Poland	BUILDERS SQUARE (IC 8, 11, 16, 42)	Abandoned Collateral	124943 95798
Spain	BUILDERS SQUARE (IC 39)		1782825
United Kingdom	BUILDERS SQUARE	Renewed	1382391
State - Wisconsin	WISCONSIN'S ORIGINAL OFFICE SUPPLY WAREHOUSE	Registered	WI045204

Common Law Trademarks

ABSOLUTEHOME
ABSOLUTEHOME & Design
BARBECUES.COM
BARBECUES.COM & Design
HECHINGER
HECHINGER & Design
HOMECLICK
HOMECLICK & Design
KNOBSANDTHINGS.COM
KNOBSAND.THINGS.COM & Design
Misc. Design (Blue Square with a screw in the top left corner and bottom right corner)
Misc. Design (Head of screw with the line on a slant)
POOLCLICK & Design
THE WORLD'S MOST UNUSUAL HARDWARE SITE
YOUR BACKYARD ENTERTAINING SOURCE
YOUR ONLINE SOURCE FOR ABSOLUTELY EVERYTHING IN YOUR HOME

Trademarks Licenses

All trademark licenses, whether expressed or implied, granted in the ordinary course of business in connection with Debtor's online retail store services.

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY)
)SS.:
COUNTY OF Middlesex)

KNOW ALL MEN BY THESE PRESENTS, that HOME DÉCOR PRODUCTS, INC., a corporation of the State of Delaware with its principal place of business at 47 Brunswick Avenue, Edison, New Jersey 08837 ("Assignor"), hereby irrevocably appoints HOLTZMAN OPPORTUNITY FUND, L.P., having a place of business at 100 North Wilkes Barre Blvd., 4th Floor, Wilkes Barre, Pennsylvania 18702 ("Secured Party") under a Collateral Assignment of Trademarks, dated the date hereof, by Assignor in favor of Secured Party (as the same may hereafter be modified, amended or supplemented, the Collateral Assignment and its successors and assigns as such and each officer thereof, its true and lawful attorney, upon the occurrence of an Event of Default (as defined in the Loan Agreement) which is then continuing, with full power of substitution, to perform the following acts on behalf of Assignor subject in all cases to the terms of the Loan Agreement:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any Trademarks listed in **Schedule I** and all Future Trademarks and registrations and recordings relating thereof and pending applications therefor and all other Collateral (as defined in the Assignment of Trademarks of even date herewith), and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.


2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 above.

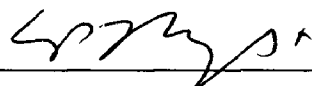
This Power of Attorney is made pursuant to the Collateral Assignment and may not be revoked until the indefeasible payment in full of all "Obligations," as such term is defined in that certain Loan Agreement dated April 18, 2006 between Secured Party and Assignor.

Dated: May 26, 2006

ATTEST:

HOME DÉCOR PRODUCTS, INC.

By: 
Name: Charles Celnik
Title: Controller

By: 
Name: CPM
Title: CEO