

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
Burnes Operating Company LLC		05/26/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Burnes of Boston, LLC
Street Address:	9301 Amberglen Blvd.
City:	Austin
State/Country:	TEXAS
Postal Code:	78729
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	0683260	QUALITY PHOTO FRAMES HEIRLOOM
Registration Number:	0916304	IIC
Registration Number:	0917181	REGAL
Registration Number:	1055591	BB
Registration Number:	1057648	BURNES OF BOSTON
Registration Number:	1079906	TERRAGRAFICS
Registration Number:	1153176	THE FRAME PEOPLE
Registration Number:	1182018	INTERCRAFT
Registration Number:	1363411	RARE WOODS
Registration Number:	1398509	ELITE COLLECTION
Registration Number:	1448540	FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD
Registration Number:	1508179	COUNTRY COLLECTIBLES
Registration Number:	1514574	AMERICAN COUNTRY

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Registration Number:	1518876	EASYSTIK
Registration Number:	1530885	RARE WOODS
Registration Number:	1535342	ALLEGRO
Registration Number:	1541577	ULTIMIZER
Registration Number:	1549092	HOLSON
Registration Number:	1549194	VICTORIAN TREASURES
Registration Number:	1555784	LIFESTYLES
Registration Number:	1580105	BLACK PEARL
Registration Number:	1589978	FASTAB
Registration Number:	1612966	CARR
Registration Number:	1645234	BB BURNES
Registration Number:	1648176	HERITAGE
Registration Number:	1648871	THE CONTINENTAL MATTED SERIES
Registration Number:	1673488	I
Registration Number:	1750065	BURNES
Registration Number:	1762894	OLD CRAFTSMAN
Registration Number:	1800750	DECOREL
Registration Number:	1835473	DAX
Registration Number:	1896214	D DECOREL
Registration Number:	1966852	STATE STREET
Registration Number:	1966853	BURNES
Registration Number:	1967109	HOLSON BURNES
Registration Number:	1968927	CONNOISSEUR
Registration Number:	2164938	ESSENTIALS
Registration Number:	2247793	ROMANTIC OCCASIONS
Registration Number:	2296802	DECOR ESSENTIALS
Registration Number:	2298913	MASTERCRAFT
Registration Number:	2300824	SILHOUETTES
Registration Number:	2364616	PORTABLES
Registration Number:	2453839	STARDUST
Registration Number:	2560182	RADIANCE
Registration Number:	2798591	PERENNIALS
Registration Number:	2851363	HEART & HOME
Registration Number:	2988024	NAMEWORKS
Registration Number:	3077436	MAILABLE MOMENTS

Serial Number:	76412793	BURNES OF BOSTON
Serial Number:	76412795	BURNES OF BOSTON
Serial Number:	76412796	CONNOISSEUR
Serial Number:	76412797	CONNOISSEUR
Serial Number:	76412798	CONNOISSEUR
Serial Number:	76412799	CONNOISSEUR
Serial Number:	78185079	DAX
Serial Number:	78258292	INSTANT DECORATOR
Serial Number:	78308242	LEVEL-LINE
Serial Number:	78479354	LEVEL-LINE BEHIND
Serial Number:	78661461	BURNES OF BOSTON
Serial Number:	78661469	BURNES OF BOSTON
Serial Number:	78661481	BURNES OF BOSTON
Serial Number:	78706636	POSSIBILITIES
Serial Number:	78706637	CRAFT POSSIBILITIES
Serial Number:	78706639	IMAGINE. CREATE. CRAFT.
Serial Number:	78753836	POSSIBILITIES IMAGINE. CREATE. CRAFT.

CORRESPONDENCE DATA

Fax Number: (314)345-6060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-345-6000
Email: smurphy@blackwellsanders.com
Correspondent Name: Wendy Boldt Cohen
Address Line 1: 720 Olive Street
Address Line 2: 24th Floor
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	58190-1
NAME OF SUBMITTER:	Wendy Boldt Cohen
Signature:	/Wendy Boldt Cohen/
Date:	08/29/2006

Total Attachments: 9

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT (the "Assignment") shall be deemed made and entered into as of the 26th day of May, 2006, ("Effective Date") by and between Burnes Operating Company LLC, a Delaware limited liability company and debtor and debtor in possession ("Assignor") under Case No. 06-10340 (the "Case") in the United States Bankruptcy Court for the District of Delaware (the "Court"), such Assignor being located at 9301 Amberglen Blvd, Austin, TX 78729 ("Assignor"), and Burnes of Boston, LLC, a Delaware limited liability company, located at 9301 Amberglen Blvd., Austin, TX 78729 ("Assignee").

WHEREAS, this Assignment is being executed and delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement dated May 1, 2006, by and among C. R. Gibson, Inc., on the one hand, and Assignor, on the other hand, with C.R. Gibson, Inc.'s interest thereunder having been assigned to Assignee and as such agreement has otherwise heretofore been modified and amended. (collectively, the "APA");

WHEREAS, pursuant to the APA, incorporated herein by reference, Assignee obtained all such worldwide rights, title and interest as Assignor has (the "Interest") in and to those certain marks and United States trademark applications and registrations listed on Exhibit A attached hereto and incorporated herein by this reference, along with any goodwill associated therewith (collectively, the "Marks"); and

WHEREAS, Assignor and Assignee are desirous of memorializing the assignment of the Interest in the Marks pursuant to the APA for purposes of recordation with the United States Patent and Trademark Office or any official of any country or countries foreign to the United States whose duty it is to register trademarks.

NOW, THEREFORE, for \$1.00 and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby affirms, ratifies and assigns to Assignee the Interest in the Marks, including, in each case to the extent of the Interest, all (i) registrations and applications therefor, and (ii) renewals and extensions of registrations that are or may be secured by Assignee, its successors, assigns or other legal representatives, including, without limitation, to the extent of the Interest, all claims for damages by reason of past, present and future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby covenants and agrees that it will execute any and all instruments and documents reasonably necessary to aid the Assignee, its successors, legal representatives, and assigns, in the implementation and perfection of this Assignment; provided, however, nothing herein shall be deemed to obligate Assignor to (i) incur any material cost or expense or any liability to any third party, or (ii) execute any instrument or document that would expand or increase Assignor's obligations under the APA.

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Assignee hereby agrees that so long as the Case is pending the Court shall have sole and exclusive jurisdiction and be the sole and exclusive venue for any action or proceeding relating to this Assignment, the Interest and/or the Marks, and Assignee hereby irrevocably and unconditionally consents to such exclusive jurisdiction. Assignee further agrees that, so long as the Case is pending, it will not at any time challenge or contest such exclusive jurisdiction of the Court.

This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Nothing in this Assignment shall be deemed to expand, increase, decrease or otherwise modify or affect Assignor's or Assignee's rights and obligations under the APA, including, without limitation, any such rights and obligations relating to the Interest and/or the Marks.

This Assignment may not be modified, amended, or discharged or any term or provision hereof waived, except in writing signed by the party against whom such modification, amendment, discharge or waiver is sought to be enforced.

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IN TESTIMONY WHEREOF, the undersigned, duly authorized, has caused this Assignment to be executed.

ASSIGNOR

Burnes Operating Company, LLC,
Chapter 11 Debtor and Debtor in Possession

Date: As of May 26, 2006

By: W. M. McGee

Name: W. M. McGee

Title: President/Chief Executive Officer

ASSIGNEE

Burnes of Boston, LLC

Date: May 26, 2006

By: Allison Jackson

Name: Allison Jackson

Title: Chief Financial Officer





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Exhibit A

Trademarks/Service Marks

ALLEGRO
AMERICAN COUNTRY
BB BURNES (STYLIZED)  BURNES
BB BURNES (STYLIZED)  BURNES
BB LOGO 
BLACK PEARL
BURNES
BURNES OF BOSTON
CARR
CONNOISSEUR
COUNTRY COLLECTIBLES
CRAFT POSSIBILITIES
DAX
DECOR ESSENTIALS
DECOREL
DECOREL & D DESIGN  DECOREL

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EASYSTIK
ELITE COLLECTION
ESSENTIALS
FASTAB
FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD
HEART & HOME
HEIRLOOM USA QUALITY PHOTO FRAMES & DESIGN
HERITAGE
HOLSON
HOLSON BURNES
I (STYLIZED)
IIC
IMAGINE. CREATE. CRAFT.
INSTANT DECORATOR
INTERCRAFT
LEVEL-LINE
LEVEL-LINE BEHIND
LIFESTYLES
MAILABLE MOMENTS
MASTERCRAFT
NAMEWORKS
OLD CRAFTSMAN

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PERENNIALS
PORTABLES
POSSIBILITIES
POSSIBILITIES IMAGINE. CREATE. CRAFT. & DESIGN 
RADIANCE
RARE WOODS
RARE WOODS & DESIGN 
REGAL
ROMANTIC OCCASIONS
SILHOUETTES
STARDUST
STATE STREET (STYLIZED) 
TERRAGRAFICS
THE CONTINENTAL MATTED SERIES
THE FRAME PEOPLE
ULTIMIZER
VICTORIAN TREASURE

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and

United States Application Numbers / Registration Numbers

0,683,260
0,916,304
0,917,181
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78/185,079
78/258,292
78/308,242
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78/706,636
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78/753,836

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