

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

06-07-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RECORD
TRIAL



103252883
ONLY

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

col 4/06

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:

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

City: WILKES BARRE

State: PENNSYLVANIA

Country: USA Zip: 18702

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

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 & BERRETTI 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:

21

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

\$ 848.00

- 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 23 2006

Date

MARK S. RATTNER, ESQ.

Name of Person Signing

Total number of pages including this sheet, attachments, and cover sheet

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-4500

TRADEMARK

REEL: 003391 FRAME: 0348

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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: [Signature]
Name: Charles Celnik
Title: Controller

By: [Signature]
Name: CPMty J D
Title: CFO

Schedule I - TradeMarks

| Country | Trademark | Status | App. 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 | CLIQUIDATE | 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: C.P. Murray III
Title: CEO