

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
Kaminstein Imports, Inc.		11/03/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Casabella Holdings, L.L.C.
Street Address:	400 Corporate Drive
City:	Blauvelt
State/Country:	NEW YORK
Postal Code:	10913
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2358174	MUSCLE
Registration Number:	2608035	THE BIG, THE BAD, AND THE THIRSTY
Registration Number:	2848151	IT'S NOT YOUR MOTHER'S
Registration Number:	1966965	MAGNET BROOM
Registration Number:	2444893	MAGNET MOP
Registration Number:	2637057	CURVACEOUS
Registration Number:	1976718	CASABELLA
Registration Number:	2651483	CASABELLA
Registration Number:	2227621	WET
Registration Number:	2854762	WRING LEADER
Registration Number:	2847308	DISH TURTLE
Registration Number:	2967960	ZOOM-BROOM
Registration Number:	3117784	CRUMB-POD
Registration Number:	2950921	GROOK

CH \$590.00 2358174

Registration Number:	2805377	SO HAPPY TOGETHER
Serial Number:	76646008	MAGNET CLOTH
Serial Number:	76646007	MAGNET DUSTER
Serial Number:	76630064	LINT-POD
Registration Number:	3154641	CASACOLOR
Serial Number:	76640033	DIGI-POUCH
Serial Number:	76656307	ONDA
Serial Number:	76653786	
Serial Number:	78816899	2 TOOLS IN 1

CORRESPONDENCE DATA

Fax Number: (312)861-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-861-2000

Email: dgasiorowski@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 200 East Randolph Drive

Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31137-62 DRG
NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	11/21/2006

Total Attachments: 5

source=Kamenstein TM Assmt#page1.tif

source=Kamenstein TM Assmt#page2.tif

source=Kamenstein TM Assmt#page3.tif

source=Kamenstein TM Assmt#page4.tif

source=Kamenstein TM Assmt#page5.tif

TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, pursuant to this TRADEMARK ASSIGNMENT, dated as of November 3, 2006, Kaminstein Imports, Inc., a corporation duly organized and existing under the laws of the State of New York ("KII") (the "Assignor"), assigns to Casabella Holdings, L.L.C., a limited liability company duly organized and existing under the laws of the State of Delaware, its successors, assigns and legal representatives (the "Assignee"), certain intellectual property as more fully set forth herein.

WHEREAS, Assignor has good, marketable, and indefeasible title to the intellectual property and assets identified on Schedule A attached hereto (collectively the "Trademarks");

WHEREAS, Assignor and Assignee have entered into a certain Asset Contribution Agreement dated as of November 3, 2006 (the "Contribution Agreement"), assigning, among other things, all of Assignor's Trademarks from Assignor to Assignee; and

WHEREAS, in connection with the Contribution Agreement, Assignor wishes to assign and Assignee wishes to acquire all the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, transfer, convey, contribute and assign unto Assignee, all right, title and interest in and to the Trademarks and all other indicia of source throughout the universe, and all goodwill associated therewith, together with all rights to registration, renewal and extension of the Trademarks, to the full term or terms for which the Trademarks may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, and all claims for damages by reason of past, present and future infringement or misappropriation of or other conflict with said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the U.S. Patent and Trademark Office, and any Official of any country or countries foreign to the United States or any multinational organization whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademarks and to issue all registrations for said Trademarks, to be in the name of Assignee, as assignee of all of Assignor's Trademarks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Trademark Assignment. Assignor further agrees to execute all documents and provide all authorizations necessary when reasonably requested by Assignee to effectuate the intent of this Trademark Assignment, including all authorizations necessary to effectuate electronic transfer of domain names.

Assignor hereby waives any and all paternity, integrity, moral and other similar rights that Assignor may now, or in the future, have that are embodied in the Trademarks. Assignor covenants for itself and its successors and assigns to provide to Assignee, promptly upon the request of Assignee and at the expense of Assignee, all pertinent facts and documents relating to

the Trademarks as may be known or accessible to Assignor, and to execute and deliver promptly to Assignee or its legal representative any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, or enforce said the Trademarks which may be necessary or desirable to carry out the purposes hereof.

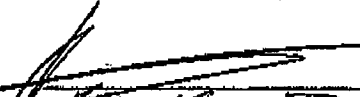
This Trademark Assignment is being executed in connection with the Contribution Agreement and nothing in this Trademark Assignment shall be deemed to limit the rights of Assignor or Assignee under the Contribution Agreement.

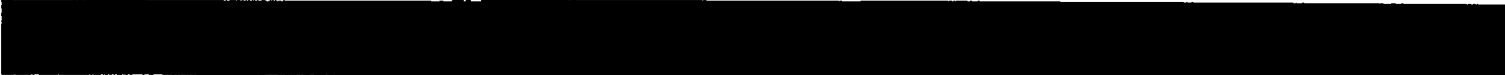
IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered on its behalf as of the date first stated above.

(signature page follows)

"ASSIGNORS"

KAMINSTEIN IMPORTS, INC.

By: 
Name: *Blair Kaminstein*
Title: *President*



SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS/APPLICATIONS				
	MARK	REGISTRATION NO./ SERIAL NO.	REGISTERED/ FILED	STATUS
	Muscle	Reg. 2,358,174	Reg. 06/13/00	Renewal due 06/13/2009(10)
	The Big, The Bad, and the Thirsty	Reg. 2,608,035	Reg. 08/13/02	8 & 15 due 08/13/2007(08)
	It's Not Your Mother's	Reg. 2,848,151	Reg. 06/01/04	8 & 15 due 06/01/2009(10)
	Magnet Broom	Reg. 1,966,965	Reg. 04/09/96	2 nd renewal due 04/09/2015(16)
	Magnet Mop	Reg. 2,444,893	Reg. 04/17/01	Renewal due 04/17/2010(11)
	Curvaceous	Reg. 2,637,057	Reg. 10/15/02	8 & 15 due 10/15/2007(08)
	Casabella	Reg. 1,976,718	Reg. 05/28/96	2 nd renewal due 05/28/2015(16)
	Casabella	Reg. 2,651,483	Reg. 11/19/02	8 & 15 due 11/19/2007(08)
	Wet	Reg. 2,227,621	Reg. 03/02/99	Renewal due 03/02/2008(09)
	Wring Leader	Reg. 2,854,762	Reg. 06/15/04	8 & 15 due 06/15/2009(10)
	Dish Turtle	Reg. 2,847,308	Reg. 06/01/04	8 & 15 due 06/01/2009(10)
	Zoom Broom	Reg. 2,967,960	Reg. 07/12/05	8 & 15 due 07/12/2010(11)
	Crumb-Pod	Reg. 3,117,784	Reg. 07/18/06	8 & 15 due 07/18/2011(12)
	Grook	Reg. 2,950,921	Reg. 05/17/05	8 & 15 due 05/17/2010(11)
	So Happy Together	Reg. 2,805,377	Reg. 01/13/04	8 & 15 due 01/13/2009(10)
	Magnet Cloth	S.N. 76/646,008	Filed 08/29/05	Pending
	Magnet Duster	S.N. 76/646,007	Filed 08/29/05	Pending
	Lint-Pod	S.N. 76/630,064	Filed 01/21/05	Pending
	Casacolor	Reg. 3,154,641	Reg. 10/10/06	8 & 15 due 10/10/2011(12)
	Digi-Pouch	S.N. 76/640,033	Filed 05/25/05	Pending
	Onda	S.N. 76/656,307	Filed 03/09/06	Pending

	Handle Design	S.N. 76/653,786	Filed 01/23/06	Pending
	2 Tools in 1	S.N. 78/816,899	Filed 02/16/06	Pending

NON-UNITED STATES TRADEMARK REGISTRATIONS/APPLICATIONS				
COUNTRY	MARK	REGISTRATION NO./ SERIAL NO.	REGISTERED/ FILED	STATUS
Canada	Zoom Broom	1,223,823	7/16/2004	Pending
Canada	Casabella	1,307,146	6/28/2006	Pending
Europe	Casabella	5,267,604	8/1/2006	Pending
China	Casabella	[not available]	9/2006	Pending