

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Design Supply Marble & Granite, Inc.		06/30/2006	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stone Source, LLC		
<b>Street Address:</b>	2711 Centreville Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19808		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78461037	STONE SOURCE	
<b>Serial Number:</b>	78542747	STONE SOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)732-3232		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-732-3200		
<b>Email:</b>	melnick@clm.com		
<b>Correspondent Name:</b>	Diane B. Melnick		
<b>Address Line 1:</b>	Carter Ledyard & Milburn LLP		
<b>Address Line 2:</b>	2 Wall St.		
<b>Address Line 4:</b>	New york, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	FOU17 002		
<b>NAME OF SUBMITTER:</b>	Diane B. Melnick		

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Signature:	/diane melnick/
Date:	11/28/2006
<b>Total Attachments: 4</b> source=STONE SOURCE trademark assignment#page1.tif source=STONE SOURCE trademark assignment#page2.tif source=STONE SOURCE trademark assignment#page3.tif source=STONE SOURCE trademark assignment#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of June 30, 2006 by and between Design Supply Marble & Granite, Inc. ("Assignor"), a New York corporation, and Stone source, LLC ("Assignee"), a Delaware limited liability company.

WHEREAS, the Assignor owns the trademark, and the registration thereof, which is identified in Schedule A attached hereto (the "Trademark"); and

WHEREAS, the parties wish to execute and deliver this Assignment for the purposes of assigning the Trademark from the Assignor to the Assignee and recording such assignment with the United States Patent and Trademark Office.

THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. The Assignor hereby sells, transfers and assigns to the Assignee, and the Assignee hereby receives, purchases, acquires, assumes and accepts, all of the Assignor's right, title and interest in and to the Trademark and the use thereof, the registration of such Trademark, as set forth in Schedule A, all past, present and future applications and registrations therefor and extensions and renewals thereof, together with all of the business associated with the Trademark and all of the goodwill associated with or symbolized by the Trademark, the right to sue for past, present and future infringement of the Trademark and the right to any other claim arising out of or relating to the use and ownership of the Trademark, and all rights corresponding with the foregoing throughout the world.

2. Further Assurances. The Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment, including, without limitation, in connection with the recordal of this Assignment in the United States and any non-U.S. jurisdiction.

3. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. Governing Law and Jurisdiction.

(a) The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in accordance with the substantive laws of the State of New York without giving effect to principles of conflicts of law thereunder.

(b) The parties agree that any action or proceeding relating in any way to this Assignment or the other agreements and documents related hereto or the transactions contemplated hereby and thereby shall be brought and enforced in the state or federal courts located in New York, New York. Each of the parties irrevocably: (a) consents to the jurisdiction of the Courts of the State of New York and of any Federal court located in such State in connection with any action, suit or other proceeding arising out of or relating to this Assignment or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such Person is not personally subject to the jurisdiction of such courts, that the action, suit or other proceeding is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; (c) waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such Person at such Person's address for purposes of notices hereunder.

5. Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile counterpart signatures to this Assignment shall be acceptable and binding.

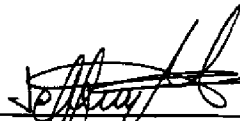
*[Signatures Appear on Following Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

**ASSIGNOR:**

Design Supply Marble & Granite, Inc.

By: \_\_\_\_\_



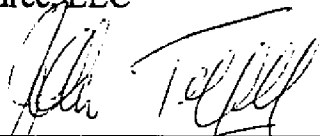
Name: Jeffrey Greenstein

Title: President

**ASSIGNEE:**

Stone Source, LLC

By: \_\_\_\_\_



Name: John Feeger

Title: President

SCHEDULE A

MARK SERIAL NO. FILING BASIS	CLASS GOODS	FILING DATE	STATUS
<p><b>STONE SOURCE</b></p> <p>78/461037</p> <p>1 (a) - FIRST USE DATE: 01 JUN 1988</p>	<p>IC 019</p> <p>STONE PRODUCTS FOR COMMERCIAL AND RESIDENTIAL USE, NAMELY, BUILDING STONES, PAVING STONES, STONES FOR BUILDING AND CONSTRUCTION, AND USED IN THE MANUFACTURE OF COUNTERTOPS, VANITY TOPES, TABLETOPS, WINDOWSILLS, BASEBOARDS, CHAIR RAILS, FLOOR PANELS, WALL PANELS, FLOOR TILES, AND WALL TILES</p>	<p>03 AUG 2004</p>	<p>EXTENSION OF TIME TO OPPOSE PROCESS - TERMINATED 25 MAR 2006</p> <p>(DATE OF STATUS: 29 MAR 2006)</p>
<p><b>STONE SOURCE</b></p> <p>78/542747</p> <p>1 (a) - FIRST USE DATE: 01 JUN 1988</p>	<p>IC 035</p> <p>RETAIL STORE SERVICES FOR HOME IMPROVEMENT PRODUCTS, NAMELY, CERAMIC TILES, GLASS TILES, METAL TILES, ENGINEERED STONE, AND OTHER DECORATIVE SURFACES; WHOLESALE DISTRIBUTORSHIPS FEATURING HOME IMPROVEMENT PRODUCTS, NAMELY, CERAMIC TILES, GLASS TILES, METAL TILES, ENGINEERED STONE, AND OTHER DECORATIVE SURFACES</p>	<p>05 JAN 2005</p>	<p>PUBLISHED FOR OPPOSITION 11 APR 2006</p> <p>(DATE OF STATUS: 11 APR 2006)</p>

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APRIL 11, 2006

TRADEMARK