

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
Homestead Holdings, Inc.		11/17/2006	CORPORATION: DELAWARE
London Fog Group, Inc.	FORMERLY London Fog Industries, Inc.	11/17/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Homestead International Group Ltd.
Street Address:	1359 Broadway, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77040402	ATELIER HOME LIVING
Serial Number:	78949743	BELLE MAISON
Serial Number:	78813539	BLOOM
Serial Number:	78937987	COMFORTTRUE
Serial Number:	78334703	CRIB IN A BAG
Serial Number:	78938146	KIT 'N KABOODLE
Serial Number:	78886620	LITTLE MOON
Serial Number:	78761929	ONE MADISON
Serial Number:	78876517	PIPER & MEADOW
Serial Number:	78977030	SASHA THARP
Serial Number:	76172740	SMART SWIM
Serial Number:	76172736	SMART TEC
Serial Number:	76173047	SMARTBLOC

CH \$440.00 77040402

Serial Number:	76172731	SMARTDRY
Serial Number:	76172737	SMARTFLEX
Serial Number:	78251025	WINDOW IN A BAG
Serial Number:	78599290	WINDSOR HOME

CORRESPONDENCE DATA

Fax Number: (212)632-5555

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

Phone: (212) 632-5500

Email: lmoftatt@salans.com

Correspondent Name: Lora A. Moffatt

Address Line 1: Rockefeller Center, 620 Fifth Avenue

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	0208586.0040
NAME OF SUBMITTER:	Lora A. Moffatt
Signature:	/lora a moffatt/
Date:	12/05/2006

Total Attachments: 9

source=homestead#page1.tif
source=homestead#page2.tif
source=homestead#page3.tif
source=homestead#page4.tif
source=homestead#page5.tif
source=homestead#page6.tif
source=homestead#page7.tif
source=homestead#page8.tif
source=homestead#page9.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Agreement**") is made this ____ day of November, 2006 among Homestead Holdings, Inc. and London Fog Group, Inc., formerly known as London Fog Industries, Inc. (together as "**Assignor**") and Homestead International Group Ltd. ("**Buyer's Assignee**"), pursuant to that certain Asset Purchase Agreement dated as of October 24, 2006 between Assignor and The Millwork Trading Co., Ltd., d/b/a Li & Fung USA ("**Buyer**"), as amended by a letter agreement dated November 10, 2006 (the "**Purchase Agreement**").

RECITALS

- A. Assignor is the owner of the Quitclaim IP Assets and the Registered Marks described in the Purchase Agreement and an additional trademark (the "**Additional Mark**"), all of which are described on the attached Exhibit A (the "**IP Assets**").
- B. Pursuant to the Purchase Agreement, Assignor has agreed to convey to Buyer or Buyer's Assignee all of Assignor's right, title and interest in and to the IP Assets and the goodwill associated therewith.
- C. Buyer has designated Buyer's Assignee to receive title to the IP Assets and the associated goodwill.
- D. Buyer's Assignee wishes to acquire all of Assignor's right, title and interest in and to the IP Assets and the associated goodwill.

NOW, THEREFORE, for the consideration delivered at the Closing, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, and conveys unto Buyer's Assignee all of its rights, title and interest in and to the IP Assets, whether statutory or at common law, including all applications and registrations thereof, together with the goodwill of the business symbolized by the IP Assets, and the right to sue for, collect and retain all damages and profits and all other remedies for past infringements thereof. Buyer's Assignee acknowledges and agrees that the Additional Mark is conveyed without any representation or warranty whatsoever.

Unless otherwise defined, terms that appear in this Agreement with their initial letters capitalized and are not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (including all schedules and exhibits), and the terms of the Purchase Agreement (including all schedules and exhibits) are incorporated by this reference in this Agreement.

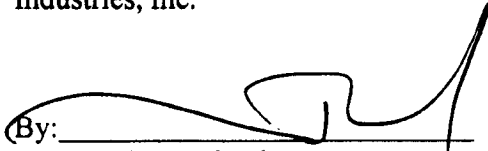
This Agreement is being executed and delivered pursuant to the Purchase Agreement and shall be construed in a manner consistent with the terms of the Purchase Agreement. Except for the Purchase Agreement, this Agreement contains the final, complete and exclusive understanding of Assignor, Buyer's Assignee and Buyer regarding its subject matter and

supersedes any prior contemporaneous agreement, understanding, or representation, oral or written, by either of them. The validity, construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date first above written.

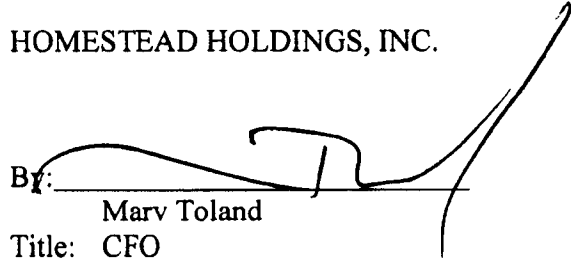
Assignor:

LONDON FOG GROUP, INC.,
formerly known as London Fog
Industries, Inc.

By: 
Marv Toland

Title: CFO

HOMESTEAD HOLDINGS, INC.

By: 
Marv Toland

Title: CFO

Buyer's Assignee:

HOMESTEAD INTERNATIONAL GROUP LTD.

By: _____
Richard Darling

Its Chairman

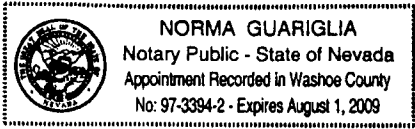
NOTARIAL ACKNOWLEDGEMENT

STATE OF Nevada)

COUNTY OF Washoe)

On the 17 day of November, 2006, before me personally came Marv Toland, to me known, who being by me duly sworn, did depose and say that he is Chief Financial Officer of London Fog Group, Inc., formerly known as London Fog Industries, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

[Notarial Seal]



Norma Guariglia
Notary Public
Printed Name: Norma Guariglia
My commission expires: 8/1/09

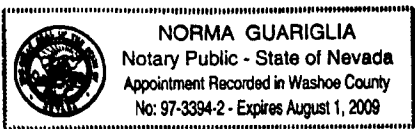
NOTARIAL ACKNOWLEDGEMENT

STATE OF Nevada)

COUNTY OF Washoe)

On the 17 day of November, 2006, before me personally came Marv Toland, to me known, who being by me duly sworn, did depose and say that he is Chief Financial Officer of Homestead Holdings, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

[Notarial Seal]



Norma Guariglia
Notary Public
Printed Name: Norma Guariglia
My commission expires: 8/1/09

NOTARIAL ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

On the ___ day of _____, 2006, before me personally came Richard Darling, to me known, who being by me duly sworn, did depose and say that he is the Chairman of Homestead International Group Ltd., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

[Notarial Seal]

Notary Public
Printed Name: _____
My commission expires: _____

EXHIBIT A

IP ASSETS

supersedes any prior contemporaneous agreement, understanding, or representation, oral or written, by either of them. The validity, construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date first above written.

Assignor:

LONDON FOG GROUP, INC.,
formerly known as London Fog
Industries, Inc.

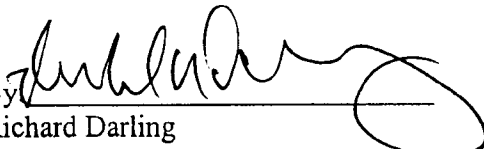
By: _____
Marv Toland
Title: CFO

HOMESTEAD HOLDINGS, INC.

By: _____
Marv Toland
Title: CFO

Buyer's Assignee:

HOMESTEAD INTERNATIONAL GROUP LTD.

By: 
Richard Darling

Its Chairman

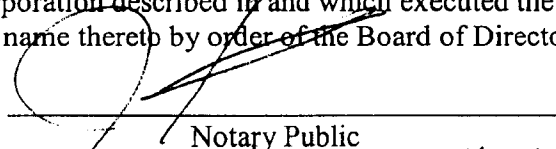
NOTARIAL ACKNOWLEDGEMENT

STATE OF New York,

COUNTY OF New York

On the 17 day of November, 2006, before me personally came Richard Darling, to me known, who being by me duly sworn, did depose and say that he is the Chairman of Homestead International Group Ltd., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.

[Notarial Seal]



Notary Public

Printed Name: Julie-Ann Hyde

My commission expires: _____

JULIE ANN N. HYDE
Notary Public, State of New York
No. 01HY8142878
Qualified in New York County
My Commission Expires 3/27/2010

EXHIBIT A



<i>Country:</i> European Union						
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
HORSES CROWN & SHIELD DESIGN	24, 25	EC003215944	06-05-03	3215944	9/17/2004	REGISTERED
<i>Record Owner:</i> Homestead Fabrics, Ltd.						
						
WINDOW IN A BAG	24	EC003536885	11-13-03	003536885	4/4/2005	REGISTERED
<i>Record Owner:</i> Homestead Fabrics, Ltd.						

EXHIBIT A

<i>Country:</i> United States						
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
ATELIER HOME LIVING <i>Record Owner:</i> Homestead Holdings, Inc.	21	77/040402	11-09-06			FILED
BELLE MAISON & DESIGN <i>Record Owner:</i> Homestead Holdings, Inc. 	20, 21, 24, 27	78/949743	08-10-06			FILED
BLOOM <i>Record Owner:</i> Homestead Holdings, Inc.	24	78/813539	02-13-06			FILED
COMFORTTRUE <i>Record Owner:</i> Homestead Holdings, Inc.	24	78/937987	07-26-06			FILED
CRIB IN A BAG <i>Record Owner:</i> Homestead Holdings, Inc.	24	78/334703	12-01-03			FILED
KIT 'N KABOODLE <i>Record Owner:</i> Homestead Holdings, Inc.	24	78/9381466	07-26-06			FILED
LITTLE MOON <i>Record Owner:</i> Homestead Holdings, Inc.	20, 24	78/886620	05-18-06			FILED
ONE MADISON <i>Record Owner:</i> London Fog Group, Inc.	24	78/761929	11-28-05	3158493	10/17/2006	REGISTERED
PIPER & MEADOW <i>Record Owner:</i> Homestead Holdings, Inc.	20, 24	78/876517	05-04-06			FILED
SASHA THARP <i>Record Owner:</i> London Fog Group, Inc.	20, 24	78/977030	01-13-05			FILED
SMART SWIM <i>Record Owner:</i> Homestead Holdings, Inc.	24	76/172740	11-29-00			FILED
SMART TEC <i>Record Owner:</i> Homestead Holdings, Inc.	24	76/172736	11-29-00			FILED
SMARTBLOC <i>Record Owner:</i> Homestead Holdings, Inc.	24	76/173047	11-29-00			FILED
SMARTDRY <i>Record Owner:</i> Homestead Holdings, Inc.	24	76/172731	11-28-00			FILED
SMARTFLEX <i>Record Owner:</i> Homestead Holdings, Inc.	24	76/172737	11-28-00			FILED
WINDOW IN A BAG <i>Record Owner:</i> Homestead Holdings, Inc.	24	78/251025	05-16-03	2912764	12/21/2004	REGISTERED
WINDSOR HOME <i>Record Owner:</i> Homestead Fabrics, Ltd.	20, 24	78/599290	03-31-05			FILED