

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
New Creative Enterprises, Inc.		03/16/2007	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Aldik, Inc.		
Street Address:	709 Science Drive		
City:	Moorpark		
State/Country:	CALIFORNIA		
Postal Code:	93021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2641570	SCENTIMENTS	
Registration Number:	2589010	CREATIVE TIES	
Registration Number:	2706026	ALDIK	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Perry Viscounty		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	43538-0 ALDIK MARKS		
NAME OF SUBMITTER:	Jessamyn Brownell		

OP \$90.00 2641570

Signature:	/jessamyn brownell/
Date:	04/20/2007
Total Attachments: 5 source=Aldik-assignment#page1.tif source=Aldik-assignment#page2.tif source=Aldik-assignment#page3.tif source=Aldik-assignment#page4.tif source=Aldik-assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of March 16, 2007 by and among New Creative Enterprises, Inc., an Ohio corporation ("Assignor"), and Aldik, Inc., a Delaware corporation ("Assignee").

WHEREAS, the parties hereto are party to that certain Asset Purchase Agreement, dated as of February 15, 2007 (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign or cause to be assigned to Assignee all of Assignor's right, title and interest in and to certain intellectual property.

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Purchase Agreement, and the agreements and covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein (including in the recitals above) shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignor hereby grants, assigns and conveys to Assignee, all of its right, title and interest in and to all trademarks, trade names, service marks, service names, logos, trade dress, domain names, and the like, and all applications and registrations for any of the foregoing, in any jurisdiction, that are primarily related to, primarily used in or have primarily been used in the Target Business, including those items listed on Attachment A, but excluding (i) "DCIL" and "Decorative Concepts" and (ii) any trademarks, trademark applications and domain names primarily related to the Teters Division or the NCE Division (the "Assigned Trademarks"), and all associated goodwill, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing ("Related Rights"). For the avoidance of doubt, the transfers to Assignee shall be exclusive and perpetual and shall include all of Assignor's rights in and to the Assigned Trademarks and Related Rights. Assignor further grants, conveys and assigns to Assignee all its right, title and interest in and to any and all proceeds, causes of action and rights of recovery for past and future infringement of any of the Assigned Trademarks or the Related Rights.
3. Purchase Agreement Controls. Each of the parties hereto hereby acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties hereto shall, at its own expense, execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

5. No Additional Remedies. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any Person other than Assignee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Agreement and all claims arising out of this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, without regard to any conflicts of law principles that would result in the application of any law other than the law of the State of New York.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 8.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

New Creative Enterprises, Inc.

By: 

Name: Thomas Gerald Bowles

Title: Chief Executive Officer

ASSIGNEE:

Aldik, Inc.

By: _____

Name: _____

Title: _____

[signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

New Creative Enterprises, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

Aldik, Inc.

By: *Scott Hill*
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

ATTACHMENT A

1. The domain names www.aldik.com and www.sourcedecor.com.
2. The trademarks listed below:

Database	Mark	App. Number	Reg. Number	Application Date
US Federal	SCENTIMENTS	75896445	2641570	1/13/2000
US Federal	CREATIVE TIES	75764990	2589010	8/2/1999
US Federal	ALDIK	76166958	2706026	11/17/2000