TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FORECLOSURE BILL OF SALE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GUARANTY BUSINESS CREDIT CORPORATION		06/27/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MASTERWORKS DECOR, INC.
Street Address:	541 Buffalo West Springs Highway
City:	Union
State/Country:	SOUTH CAROLINA
Postal Code:	29379
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2419961	MY FAVORITE!
Registration Number:	2398641	MASTERWORKS
Registration Number:	1786844	VALUE CRAFT SILKS
Registration Number:	1561618	THE TREE FACTORY
Registration Number:	1561617	SILK PLANT FOREST

OP $140.00 2419961

CORRESPONDENCE DATA

Fax Number: (704)353-3145
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704.331.7400
Email: docket@kennedycovington.com
Correspondent Name: Myra T. Askins-Sullivan
Address Line 1: 214 North Tryon Street
Address Line 2: Hearst Tower, 47th Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	12321.505
NAME OF SUBMITTER:	Myra T. Askins-Sullivan
Signature:	/Myra T. Askins-Sullivan/
Date:	04/23/2007

Total Attachments: 4
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FORECLOSURE BILL OF SALE

THIS FORECLOSURE BILL OF SALE ("Bill of Sale") is made and entered into on June 27, 2003, by and between **GUARANTY BUSINESS CREDIT CORPORATION,** a Delaware corporation ("Seller"), and **MASTERWORKS DÉCOR, INC.**, a Georgia corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the holder of certain agreements evidencing an indebtedness of The Tree Factory, Inc., a North Carolina corporation ("Debtor"), to Seller; and

WHEREAS, Debtor's indebtedness to Seller is secured by security interests in and liens upon certain assets of Debtor; and

WHEREAS, Debtor has defaulted in its obligations to Seller, and Seller is entitled to exercise its rights under Section 9-610 of the Uniform Commercial Code with respect to the disposition of those assets of Debtor in which Seller has a security interest, including, without limitation, the property described on Exhibit A attached hereto (collectively, the "Assets"); and

WHEREAS, Purchaser desires to purchase from Seller, upon the terms and conditions set forth herein, all right, title and interest of the Debtor in the Assets;

NOW, THEREFORE, for a valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. For and in consideration of the total purchase price of :

(the "Purchase Price"), and other good and valuable consideration, Seller does hereby bargain, sell, assign, and quitclaim to Purchaser all of the Debtor's right, title and interest, if any, in and to the Assets. Payment of the Purchase Price shall be made by Purchaser in U.S. Dollars by wire transfer to the account of Seller.

2. Purchaser hereby acknowledges and agrees that this Bill of Sale is given in connection with a private foreclosure sale by Seller and that Purchaser has examined the Assets and satisfied itself as to the existence, condition, and value of the Assets. Purchaser shall make its own arrangements to take possession of the Assets, and Seller shall have no obligation to deliver possession of the Assets to Purchaser.

3. Seller does hereby represent and warrant to Purchaser as follows: Seller has a security interest in the Assets; such security interest secures an indebtedness owing by Debtor to Seller on the date hereof ; an event of default has occurred under Seller's agreements with Debtor pursuant to which such security interest was granted; Seller has given

proper notice of Seller's foreclosure of its security interest in the Assets or such notice has been properly waived; Seller has the right to sell and foreclose upon, and upon the execution and delivery of this Bill of Sale will have foreclosed upon, its security interest in the Assets pursuant to Section 9-610 of the Uniform Commercial Code; and this foreclosure sale of the Assets to Purchaser will result in Purchaser obtaining title to the Assets free and clear of any lien or security interest.

4. **Except as otherwise expressly provided in paragraph 3 hereof, Seller does not make any warranties or representations and hereby expressly disclaims any warranties as to the existence, quantity, quality, nature, possession, location, collectibility, assignability, enforceability, merchantability, fitness for a particular purpose, or ownership of any of the Assets. The Assets are being sold by Seller and accepted by Purchaser AS IS, WHERE IS, WITH ALL FAULTS. Except as otherwise expressly provided in paragraph 3 hereof, Seller makes no warranties, express or implied, regarding any of the Assets, including, but not limited to, warranties of merchantability or fitness for a particular purpose, all of which are hereby expressly disclaimed. There is no warranty relating to possession or quiet enjoyment in this sale.**

5. This Bill of Sale shall be governed in all respects by and construed in accordance with North Carolina law and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Seller shall execute and deliver to Purchaser such other documents, instruments and agreements, and perform such other acts, reasonably requested by Purchaser and necessary to effectuate the transaction set forth herein; provided, however, that all costs incurred in preparing, filing or recording such other documents, instruments and agreements shall be borne by Purchaser. Without limiting the generality of the foregoing, Seller agrees to deliver to Purchaser such UCC-3 termination statements as Seller may request not later than July 2, 2003, with the cost and expense of preparing such UCC-3 terminations to be borne by Seller.

7. This Bill of Sale shall be effective upon execution by Seller and delivery to Purchaser or its agent by facsimile transmission or otherwise.

IN WITNESS WHEREOF, this Bill of Sale is executed on the day and year first written above.

GUARANTY BUSINESS CREDIT CORPORATION
("Seller")

By: _____

Title: Vice President

[signatures continued on following page]

TRADEMARK
REEL: 003527 FRAME: 0430

MASTERWORKS DÉCOR, INC.
("Purchaser")

By:_____

Title: Chairman

TRADEMARK
REEL: 003527 FRAME: 0431

EXHIBIT A TO FORECLOSURE BILL OF SALE

All of the following types of personal property to the extent that such property is owned by The Tree Factory, Inc., a North Carolina corporation ("Debtor"):

(a) All accounts, including without limitation, any right of Debtor to payment for goods sold or leased for services rendered which is not evidenced by an instrument or chattel paper, whether or not earned by performance; and

(b) All of Debtor's inventory, including, but not limited to, all goods intended for sale or lease by Debtor, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used for which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Debtor's business; and

(c) All documents, chattel paper and instruments; and

(d) All machinery, apparatus, equipment, fittings, furniture, fixtures, motor vehicles and other tangible personal property (other than inventory) of every kind and description used in Debtor's operations or owned by Debtor or in which Debtor has an interest, wherever located, and all parts, accessories and special tools and all increases and accessions thereto; and

(e) All general intangibles of Debtor, including, without limitation, all chooses in action, causes of action, causes in action, company or other business records, inventions, blueprints, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, service marks, goodwill, brand names, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, operational manuals, all claims under guaranties, security interests or other security held by or granted to Debtor to secure payment of any of the accounts by an account debtor, all rights to indemnification and all other intangible property of every kind and nature (other than accounts); and

(f) All cash and non-cash proceeds of any of the foregoing property, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the foregoing property and claims against any person for loss of, damage to, or destruction of any or all of the foregoing property; and

(g) All books and records (including, without limitation, minute books; ledgers; records indicating, summarizing or evidencing Debtor's assets or liabilities; all information relating to Debtor's business operations; and all computer programs, disc or tape files, printouts, runs, and other computer prepared information and the equipment containing such information) of Debtor pertaining to any of the foregoing property.