

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|-----------------------|
| LaSalle Bank, NA | | 08/01/2007 | National Association: |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------|
| Name: | Wilton Industries, Inc. |
| Street Address: | 2240 West 75th Street |
| City: | Woodridge |
| State/Country: | ILLINOIS |
| Postal Code: | 60517 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 0719872 | COPCO |
| Registration Number: | 0965496 | WILTON |
| Registration Number: | 0967455 | WILTON |
| Registration Number: | 1324627 | EXCELLE |
| Registration Number: | 1525272 | LOVING TRADITIONS |
| Registration Number: | 1588939 | DECORATOR PREFERRED |
| Registration Number: | 1588940 | CIRCLES OF STRENGTH |
| Registration Number: | 1597487 | BAKER'S BEST |
| Registration Number: | 1654345 | BAKER'S BEST |
| Registration Number: | 1654342 | THE WESTON GALLERY |
| Registration Number: | 1665872 | BAKER'S BEST |
| Registration Number: | 1749429 | ULTIMO |
| Registration Number: | 1716184 | CANDY MELTS |
| Registration Number: | 1744483 | RUFFLE BOARD |

OP \$415.00 0719872

| | | |
|----------------------|---------|---------------------------|
| Registration Number: | 1994308 | WILTON |
| Registration Number: | 1929432 | WILTON WILTON ENTERPRISES |

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606-6401

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Magdalini Rizakos |
| Signature: | /mr/ |
| Date: | 08/07/2007 |

Total Attachments: 8
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RELEASE OF MORTGAGE IN PATENTS, TRADEMARKS AND LICENSES

THIS RELEASE OF MORTGAGE IN PATENTS, TRADEMARKS AND LICENSES (this "Release") is made as of ^{August} ~~July~~ 1, 2007 ("Effective Date") by and between **LaSalle Bank, NA**, with an office at 135 S. LaSalle Street, Chicago, Illinois 60603 ("Mortgagee"), and **Wilton Industries, Inc.**, a Delaware corporation, with an office at 2240 West 75th Street, Woodridge, Illinois 60517 ("Wilton").

WHEREAS, pursuant to the terms and conditions of that certain Patent, Trademark and License Mortgage by and between Wilton and Mortgagee dated February 13, 1995 (the "IP Mortgage"), Wilton granted to Mortgagee a continuing security interest in and to all of Wilton's right, title and interest in and to all of its now existing and hereafter created or acquired: (i) Patents (as defined in the IP Mortgage), including, without limitation, the patents and patent applications set forth on Schedule A attached hereto; (ii) Trademarks (as defined in the IP Mortgage), including, without limitation, the trademark registrations and applications set forth on Schedule B attached hereto, in each case, together with the goodwill associated therewith; and (iii) Licenses (as defined in the IP Mortgage), including, without limitation, the licenses set forth on Schedule C attached hereto (such Patents, Trademarks and Licenses shall be referred to hereafter collectively as the "Patents, Trademarks and Licenses");

WHEREAS, Wilton and Mortgagee entered into the IP Mortgage pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Wilton and Mortgagee dated February 13, 1995 (the "Loan and Security Agreement"), and other related loan documents dated February 13, 1995 (collectively with the Loan and Security Agreement, the "Loan Agreements");

WHEREAS, the IP Mortgage was recorded with the United States Patent and Trademark Office ("PTO") on June 30, 1995, at Reel 007824, Frame 0684 with respect to the foregoing Patents, and on June 30, 1995, at Reel 1437, Frame 0137 with respect to the foregoing Trademarks; and

WHEREAS, Wilton has paid all of its outstanding indebtedness to Mortgagee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee hereby terminates the IP Mortgage and the Loan Agreements, and hereby terminates, cancels and releases any and all security interests, grants, bargains, mortgages, pledges, sales, transfers, conveyances, and assignments it has against the Patents, Trademarks and Licenses and reassigns the Patents, Trademarks and Licenses to Wilton.

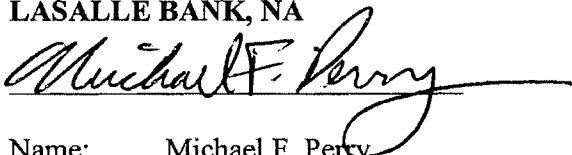
Mortgagee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Patents, Trademarks and Licenses; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any of the Patents, Trademarks and Licenses, other than those of the foregoing set forth on Schedules A, B, and C attached hereto, in any jurisdiction throughout the world.

Mortgagee shall, at Wilton's expense, take all further actions, and provide to Wilton, Wilton's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Wilton to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Mortgagee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

LASALLE BANK, NA



Name: Michael F. Perry

Title: First Vice President

SCHEDULE A

PATENTS

| <u>TITLE</u> | <u>COUNTRY</u> | <u>FILING DATE</u> | <u>SERIAL #</u> | <u>ISSUE DATE</u> | <u>PATENT #</u> |
|-------------------------------------|-----------------------|---------------------------|------------------------|--------------------------|------------------------|
| TEA KETTLE | UNITED STATES | 18-Nov-92 | 29/001,620 | 21-Feb-95 | D355,563 |
| TEA KETTLE | UNITED STATES | 18-Nov-92 | 29/001,632 | 14-Feb-95 | D355,326 |
| TEA KETTLE | UNITED STATES | 18-Mar-91 | 07/671,307 | 31-Aug-93 | D338,799 |
| TEA KETTLE | UNITED STATES | 29-Apr-92 | 07/875,968 | 28-Dec-93 | D342,640 |
| TEA KETTLE | UNITED STATES | 18-Nov-92 | 29/001,618 | 14-Feb-95 | D355,324 |
| TEA KETTLE | UNITED STATES | 18-Nov-92 | 29/001,619 | 14-Feb-95 | D355,325 |
| TEA KETTLE | UNITED STATES | 2-Dec-92 | 29/002,114 | 14-Feb-95 | D355,327 |
| TEA KETTLE | UNITED STATES | 25-Jan-93 | 29/004,009 | 28-Feb-95 | D355,808 |
| TEA KETTLE | UNITED STATES | 25-Jan-93 | 29/004,028 | 14-Feb-95 | D355,328 |
| COMBINED BAGEL HOLDER AND SLICER | UNITED STATES | 25-Oct-93 | 29/014,564 | 10-Jan-95 | D354,203 |

SCHEDULE B

TRADEMARKS

| TRADEMARK NAME | COUNTRY NAME | APPLICATION NUMBER | FILING DATE | REG. NUMBER | REG. DATE |
|---------------------|--------------------------|--------------------|-------------|-------------|------------|
| COPCO | United States of America | 72/108331 | 11/14/1960 | 719872 | 8/15/1961 |
| WILTON | United States of America | 72/397780 | 7/19/1971 | 965496 | 8/7/1973 |
| WILTON Stylized | United States of America | 72/397781 | 7/19/1971 | 967455 | 9/4/1973 |
| EXCELLE | United States of America | 73/436619 | 7/28/1983 | 1324627 | 3/12/1985 |
| LOVING TRADITIONS | United States of America | 73/720245 | 4/4/1988 | 1525272 | 2/21/1989 |
| DECORATOR PREFERRED | United States of America | 73/820332 | 8/21/1989 | 1588939 | 3/27/1990 |
| CIRCLES OF STRENGTH | United States of America | 73/820333 | 8/21/1989 | 1588940 | 3/27/1990 |
| BAKER'S BEST | United States of America | 73/833665 | 10/25/1989 | 1597487 | 5/22/1990 |
| BAKER'S BEST | United States of America | 73/834178 | 10/25/1990 | 1654345 | 8/20/1991 |
| THE WESTON GALLERY | United States of America | 74/078212 | 7/16/1990 | 1654342 | 8/20/1991 |
| BAKER'S BEST | United States of America | 74/099300 | 9/21/1990 | 1665872 | 11/26/1991 |
| ULTIMO | United States of America | 74/102063 | 10/1/1990 | 1749429 | 1/26/1993 |
| CANDY MELTS | United States of America | 74/191155 | 7/31/1991 | 1716184 | 9/15/1992 |
| RUFFLE BOARD | United States of America | 74/203130 | 9/13/1991 | 1744483 | 1/5/1993 |
| WILTON | United States of America | 74/416305 | 7/22/1993 | 1994308 | 8/20/1996 |
| WILTON & DESIGN | United States of America | 74/542479 | 6/27/1994 | 1929432 | 10/24/1995 |
| CELEBRATE | Canada | | | 202202 | 11/29/1991 |
| CELEBRATE | Mexico | | | 247467 | 4/11/1980 |
| COPCO | Argentina | 1859155 | 10/15/1992 | 1982275 | 1/31/1994 |
| COPCO | Australia | 232495 | | A232495 | 9/12/1969 |
| COPCO | Australia | 273336 | | A273336 | 10/22/1973 |
| COPCO | Australia | 308107 | | A308107 | 6/14/1977 |
| COPCO | Benelux | 0033352 | 10/31/1973 | 322518 | 5/1/1974 |
| COPCO | Benelux | 620632 | 9/1/1977 | 348645 | 5/10/1978 |
| COPCO | Benelux | 019856 | 11/30/1971 | 77243 | 11/30/1978 |
| COPCO | Bophuthatswana | | | 73-5456 | 10/23/1973 |
| COPCO | Brazil | 817141332 | 3/5/1993 | 817141332 | 1/17/1995 |
| COPCO | Canada | 0313871 | 6/10/1968 | 162242 | 4/18/1969 |
| COPCO | Canada | 369905 | 11/15/1973 | 214896 | 7/16/1976 |
| COPCO | Chile | 289702 | 10/29/2004 | 734118 | 9/26/2005 |
| COPCO | Egypt | 92859 | 10/24/1994 | | |
| COPCO | France | 197645 | 3/23/1990 | 1611346 | 4/15/1980 |
| COPCO | Greece | 121342 | 10/19/1994 | 121342 | 10/19/1994 |
| COPCO | Italy | 298361 | 10/24/1973 | 677778 | 10/24/1993 |

| TRADEMARK NAME | COUNTRY NAME | APPLICATION NUMBER | FILING DATE | REG. NUMBER | REG. DATE |
|----------------|----------------|--------------------|-------------|--------------|------------|
| COPCO | Japan | 124057/1994 | 12/8/1994 | 4174052 | 8/7/1998 |
| COPCO | Mexico | 221254 | 1/10/1995 | 507156 | 10/19/1995 |
| COPCO | Norway | 19771658 | 6/13/1977 | 105495 | 3/19/1980 |
| COPCO | Philippines | 96566-PN | 11/23/1994 | 4-1994-98685 | 1/15/2002 |
| COPCO | Saudi Arabia | 27810 | 12/27/1994 | 349/41 | 12/27/1994 |
| COPCO | South Africa | 27810 | | 73/5456 | 1/8/1975 |
| COPCO | Spain | 724986 | 9/11/1973 | 724986 | 1/7/1976 |
| COPCO | Sweden | 197305085 | 10/18/1973 | 150622 | 3/7/1975 |
| COPCO | Sweden | | | 130972 | 4/17/1980 |
| COPCO | Switzerland | | | 2P267929 | 11/2/1973 |
| COPCO | United Kingdom | | | 1019432 | 10/23/1973 |
| COPCO | United Kingdom | | | 1083542 | 9/14/1977 |
| COPCO | United Kingdom | | | 927112 | 6/25/1968 |
| WILTON | Argentina | 1859156 | 10/15/1992 | 1499391 | 1/31/1994 |
| WILTON | Argentina | 1859157 | | | |
| WILTON | Benelux | 827523 | 5/20/1994 | 0553069 | 5/20/1994 |
| WILTON | Bolivia | | 10/7/1994 | 62225c | 10/18/1996 |
| WILTON | Canada | 382357 | 1/24/1975 | 212092 | 2/13/1976 |
| WILTON | Chile | 288259 | 10/11/1994 | 734125 | 9/26/2005 |
| WILTON | Colombia | 47607 | 10/19/1994 | | |
| WILTON | Costa Rica | | | | |
| WILTON | Ecuador | 51551 | 11/1/1994 | 4510/95 | 12/22/1995 |
| WILTON | Egypt | 92858 | 10/24/1994 | 92858 | 10/24/1994 |
| WILTON | France | 1247784 | 9/16/1973 | 1247784 | 9/16/1973 |
| WILTON | Germany | P21784/21WZ | 10/24/1973 | 937471 | 11/6/1975 |
| WILTON | Egypt | 92858 | 10/24/1994 | | |
| WILTON | Guatemala City | | | | |
| WILTON | Honduras | 8184/94 | 11/9/1994 | 62614 | 8/30/1995 |
| WILTON | Mexico | 160424 | 1/30/1980 | 244044 | 4/18/1980 |
| WILTON | Mexico | 160425 | 1/30/1980 | 244045 | 4/18/1980 |
| WILTON | Mexico | 160427 | 1/30/1980 | 250576 | 9/3/1980 |
| WILTON | Peru | 185117 | 4/30/1991 | 92792 | 8/21/1991 |
| WILTON | Peru | 185118 | 4/30/1991 | 92793 | 8/21/1991 |
| WILTON | Peru | 73335 | 11/7/1994 | | |
| WILTON | Philippines | 96567-PN | 11/23/1994 | 4-1994-98686 | 7/25/2000 |
| WILTON | Saudi Arabia | 27809 | 12/27/1994 | 349/40 | 12/27/1994 |

SCHEDULE C

LICENSES

WILTON LICENSING CONTRACT TERMS

| LICENSOR | PROPERTY | TERRITORY | CONTRACT START DATE | CONTRACT END DATE |
|--|--|----------------------|---------------------|-------------------|
| Kids Entertainment | Pokémon, Contract #1163 | USA & Canada | 2-Aug-99 | 31-Dec-03 |
| Big Idea Productions | VeggieTales | USA & Canada | 1-May-00 | 31-Dec-03 |
| DEC Entertainment | Disney Station's | USA | 1-Jun-03 | 30-Jun-03 |
| Disney Enterprises, Inc. | Phantom, Contract #1-00742048 | USA & Canada | 1-Jan-03 | 31-Dec-04 |
| Disney Enterprises, Inc. | World of Warcraft (Wolfe Snow), Contract #1-00819907 | USA & Canada | 1-Jan-01 | 31-Dec-03 |
| Disney Enterprises, Inc. | Winnie the Pooh, Contract #1-00783232 | USA | 1-Jul-91 | 30-Jun-03 |
| Walt Disney | Walt Disney Attr. Inc. | USA, Canada & Mexico | 01-Aug-77 | Indefinite |
| Magnum Search | Magnum Search | Worldwide | 1-Aug-78 | Indefinite |
| CapSue | Therac-66 Twin Engine, Contract #TUN400 | USA & Canada | 1-Jan-98 | 31-Dec-03 |
| MIT Productions | How the Grinch Stole Christmas | USA & Canada | 1-Jul-01 | 31-Dec-03 |
| How Many Laboratories Company | Special Delivery, Contract #1029793 | USA & Canada | 9-Sep-99 | 31-Dec-01 |
| Kidder Bealm | Kidder Bealm | USA & Canada | 24-Dec-01 | 31-Dec-04 |
| Konrad International | Planet Power | Worldwide | 6-Feb-98 | Indefinite |
| Mattel | Barbie, Contract #1483 | USA | 1-Jan-02 | 31-Dec-03 |
| Mass Mass Media | Little Shop of Horrors - Wilbur | USA & Canada | 1-Dec-02 | 31-Dec-03 |
| Mass Mass Media | Little Shop of Horrors - Wilbur | USA & Canada | 1-Oct-03 | 31-Dec-03 |
| MTV Networks - A Division of Viacom International Inc. | Planet Club | USA | 1-16-01 | 31-Dec-03 |
| MTV Networks - A Division of Viacom International Inc. | Dave De Regnier | USA | 1-Aug-03 | 31-Dec-04 |
| MTV Networks - A Division of Viacom International Inc. | Spanglish Squarespace | USA | 1-Apr-01 | 31-Dec-04 |
| Parade Development Workshop | Wipe | USA & Canada | 1-Jul-02 | Indefinite |

Expired

NO. 3422 P. 3

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WILTON LICENSING CONTRACT TERMS

| LICENSEE | PROPERTY | TERRITORY | CONTRACT START DATE | CONTRACT END DATE |
|---|--|--------------|---------------------|-------------------|
| Radio Flyer | Radio Flyer | USA & Canada | 1-Mar-01 | 31-Dec-06 |
| TL 66 | TL 66 | USA & Canada | 1-Dec-01 | 31-Dec-04 |
| Waco Lotion | Ad-Air Contract | USA & Canada | 1-Dec-02 | Indefinite |
| Waco Lotion | Softly Soft Contract | USA & Canada | 10-Jul-01 | Indefinite |
| Waco Washcap | Waco Wash | USA & Canada | 1-Jul-02 | 30-Jun-04 |
| Wigo | Wigo | USA & Canada | 1-Mar-02 | 31-Dec-04 |
| Smart Design | Waco | USA & Canada | 1-Jul-02 | Indefinite |
| Waco Pictures | Synergies Contract #11227 | USA & Canada | 1-Jul-01 | 1-Mar-03 |
| Waco Bath, Consumer Products - A Division of Ultra Waco | Estro & Balmes Beyond, Contract #1216-BATA | USA | 1-Jul-01 | 31-Dec-03 |
| Waco Bath, Consumer Products - A Division of Ultra Waco | Mary Peter - Contract #1216-HP | USA | 1-May-02 | 31-Dec-04 |
| Waco Bath, Consumer Products - A Division of Ultra Waco | Lawry Tins, Contract #1216-WF17 | USA | 1-Jul-01 | 30-Jun-03 |
| Waco Bath, Consumer Products - A Division of Ultra Waco | Penelope Day, Contract #1126-PD | USA | 1-May-02 | 31-Dec-04 |
| Waco Bath, Consumer Products - A Division of Ultra Waco | Waco Day, Contract #1224-DCD | USA | 1-Jul-01 | 30-Jun-03 |

