

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bombay Company, Inc.		02/19/2008	CORPORATION: DELAWARE
BBA Holdings, LLC		02/19/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bombay Brands, LLC
<b>Street Address:</b>	One Northbrook Place, 5 Revere Drive, Suite 206
<b>City:</b>	Northbrook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1272741	BOMBAY
Registration Number:	2221668	BOMBAY
Registration Number:	2286557	BOMBAY
Registration Number:	2828994	BOMBAY
Registration Number:	2743792	BOMBAY KIDS
Registration Number:	2731873	BOMBAY KIDS
Registration Number:	2765062	BOMBAY KIDS
Registration Number:	2698117	BOMBAY TO GO
Registration Number:	3229199	STANTON
Registration Number:	1999211	THE BOMBAY COMPANY
Registration Number:	1369593	THE BOMBAY COMPANY
Registration Number:	1862528	THE MEMORY BOX
Registration Number:	2861138	WHAT PART OF YOU LIVES IN BOMBAY

**TRADEMARK**

**CH \$340.00 1272741**

CORRESPONDENCE DATA

Fax Number: (214)939-5849  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2149395450  
Email: hltrademarks@klgates.com  
Correspondent Name: John W. Patton  
Address Line 1: 1717 Main Street, Suite 2800  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	9466.22
NAME OF SUBMITTER:	Juliana W. Chen
Signature:	/jwc/
Date:	03/21/2008

Total Attachments: 8  
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "*Assignment*") is entered into as of February 19, 2008, by and between **Bombay Brands, LLC**, a Delaware limited liability company ("*Purchaser*"), and **The Bombay Company, Inc.**, debtor-in-possession, a Delaware corporation ("*Bombay*"), and **BBA Holdings, LLC**, debtor-in-possession, a Delaware limited liability company ("*BBA*") (Bombay and BBA collectively referred to herein as "*Seller*").

### RECITALS

Pursuant to that certain Asset Purchase Agreement (the "*Asset Purchase Agreement*") dated as of February 19, 2008, Seller has sold to Purchaser all right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement) owned by Seller, which Purchased Assets include without limitation Seller's right, title and interest in and to: (a) any trademarks, trade dress, trade names, brand names, logos, service marks, internet domain names, corporate names, together with all translations, adaptations, derivations and combinations thereof and all goodwill associated therewith; (b) any copyright and design rights, whether registered or unregistered; (c) any patent rights, whether registered or unregistered, pending or otherwise; (d) the Seller's right, title and interest in and to the items listed on *Exhibit A* attached hereto; (e) all applications, registrations, extensions and renewals of the foregoing and (f) any claims or causes of action arising out of or related to any infringement, dilution, misappropriation or other violation of any of the foregoing, but not withstanding the foregoing, "Intellectual Property Assets" shall NOT include any of the Seller's right, title and interest in and to (a) any of the Sale Assets as that term is defined in that certain Asset Purchase Agreement dated October 15, 2007, between The Bombay Furniture Company of Canada Inc., Benix & Co Inc. and 2151456 Ontario Inc., (b) any of the intellectual property assets and materials to be delivered or assigned to 2151456 Ontario Inc. pursuant to that certain Intellectual Property Agreement dated October 23, 2007 between Seller, The Bombay Furniture Company of Canada Inc., Benix & Co Inc., 2151456 Ontario Inc., HMR Canada I, Inc. and GBRP, Inc., (c) any customized software applications, (d) any business records, customer lists, or vendor lists, or (e) any personally identifiable information of any individuals.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Seller does hereby, without reservation, irrevocably sell, assign, transfer and convey to Purchaser, and its successors and assigns, all of its right, title and interest in and to the Purchased Assets.
2. **License Back.** As set forth in the Asset Purchase Agreement, Purchaser hereby grants to Seller and to Seller's agents a royalty-free, non-terminable, non-exclusive license to use of all of the Purchase Assets post-Closing, including the continued control and use of the domain names included within the Purchased Assets for use in connection with Seller's e-mail systems and investor relations website, for the sole purpose of winding up the business of Seller. The license granted by this Section 2 (i) shall automatically terminate upon the conclusion of Seller's bankruptcy proceedings; (ii) is given with no express

warranties and all implied warranties, including any warranties of non-infringement, are disclaimed and the subject of the license is provided "as is"; and (iii) shall be subject to Purchaser's reasonable control over the nature and quality of any remaining inventory sold by Seller with reasonable rights of inspection by Purchaser to ensure quality and proper use.

3. **Further Assurances.** Seller shall perform such acts and execute and deliver such documents as Purchaser may reasonably request to vest title to the Purchased Assets in Purchaser and to record the transfer of the Purchased Assets, including but not limited to steps to transfer control of the domain names listed on *Exhibit A* to Purchaser.

4. **Miscellaneous.**

- a. *Entire Agreement.* This Assignment, together with the Asset Purchase Agreement, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- b. *Succession and Assignment.* This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
- c. *Counterparts.* This Assignment may be executed in one or more counterparts (including by means of facsimile or electronic mail), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment and caused the same to be duly delivered on their behalf as of the first date written above.

**PURCHASER:**

**BOMBAY BRANDS, LLC**  
By: HILCO CONSORTIUM CAPITAL, LLC  
SAS MANAGING MEMBER

By: [Signature]  
Name: ERIC W. KAUF  
Title: VP + GC

**SELLER:**

**BBA HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE BOMBAY COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment and caused the same to be duly delivered on their behalf as of the first date written above.

**PURCHASER:**

**BOMBAY BRANDS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**BBA HOLDINGS, LLC**

By: Elaine D Crowley  
Name: Elaine D Crowley  
Title: President + Treasurer

**THE BOMBAY COMPANY, INC.**

By: Elaine D Crowley  
Name: Elaine D. Crowley  
Title: SVP, CFO + Treasurer

**Exhibit A**

**INTELLECTUAL PROPERTY ASSETS**

Some of the following listed assets are now abandoned.

<b>BBA HOLDINGS, LLC</b>			
<b>TRADEMARK APPLICATIONS AND REGISTRATIONS</b>			
<b>Trademark</b>	<b>Country</b>	<b>App. No./ Reg. No.</b>	<b>App. Date/ Reg. Date</b>
BOMBAY	USA	Reg. No. 1,272,741	Reg. Date: April 3, 1984
BOMBAY	USA	Reg. No. 2,221,668	Reg. Date: February 2, 1999
BOMBAY & DESIGN	USA	Reg. No. 2,286,557	Reg. Date: October 12, 1999
BOMBAY & DESIGN	USA	Reg. No. 2,828,994	Reg. Date: April 6, 2004
BOMBAY KIDS	USA	Reg. No. 2,743,792	Reg. Date: July 29, 2003
BOMBAY KIDS	USA	Reg. No. 2,731,873	Reg. Date: July 1, 2003
BOMBAY KIDS & DESIGN	USA	Reg. No. 2,765,062	Reg. Date: September 16, 2003
BOMBAY TO GO	USA	Reg. No. 2,698,117	Reg. Date: March 18, 2003
FIRE FASHION	USA	Reg. No. 1,438,994	Reg. Date: May 12, 1987
MISCELLANEOUS DESIGN	USA	Reg. No. 1,905,292	Reg. Date: July 18, 1995
STANTON	USA	Reg. No. 3,229,199	Reg. Date: April 17, 2007
THE BOMBAY COMPANY	USA	Reg. No. 1,999,211	Reg. Date: September 10, 1996
THE BOMBAY COMPANY	USA	Reg. No. 1,369,593	Reg. Date: November 5, 1985
THE MEMORY BOX	USA	Reg. No. 1,862,528	Reg. Date: November 15, 1994
VALMONT	USA	App. No. 78/764,872	App. Date: December 1, 2005
WHAT PART OF YOU LIVES IN BOMBAY	USA	Reg. No. 2,861,138	Reg. Date: July 6, 2004
THE BOMBAY COMPANY	ARGENTINA	Reg. No. 1727021	Reg. Date: March 24, 1999
THE BOMBAY COMPANY	ARGENTINA	Reg. No. 1913748	Reg. Date February 14, 2003
BOMBAY & DESIGN	BAHRAIN	Reg. No. 32125	Reg. Date: March 28, 2004
BOMBAY & DESIGN	BAHRAIN	Reg. No. SM 5222	Reg. Date: March 28, 2004
THE BOMBAY COMPANY	BRAZIL	Reg. No. 820389560	Reg. Date: August 9, 2005
THE BOMBAY COMPANY	BRAZIL	Reg. No. 820389579	Reg. Date: November 17, 1997
THE BOMBAY COMPANY	CHILE	Reg. No. 671563	Reg. Date: August 21, 2003
THE BOMBAY COMPANY	COSTA RICA	Reg. No. 112504	Reg. Date: March 18, 1999
THE BOMBAY COMPANY	COSTA RICA	Reg. No. 107168	Reg. Date: April 23, 1998
BOMBAY & DESIGN	CYPRUS	Reg. No. 71248	Reg. Date: March 31, 2005
BOMBAY & DESIGN	CYPRUS	Reg. No. 71247	Reg. Date: March 31, 2005

BOMBAY	DOMINICAN REPUBLIC	Reg. No. 99780	Reg. Date: October 15, 1998
BOMBAY	DOMINICAN REPUBLIC	Reg. No. 100127	Reg. Date: October 15, 1998
BOMBAY & DESIGN	EGYPT	Reg. No. 173672	Reg. Date: March 26, 2005
BOMBAY & DESIGN	EGYPT	Reg. No. 193673	Reg. Date: March 26, 2005
BOMBAY	FRANCE	Reg. No. 96606523	Reg. Date: January 19, 1996
THE BOMBAY COMPANY	FRANCE	Reg. No. 96605884	Reg. Date: January 16, 1996
BOMBAY & DESIGN	HUNGARY	Reg. No. M0503910	Reg. Date: December 8, 2005
BOMBAY	ISRAEL	Reg. No. 124571	Reg. Date: May 9, 2001
BOMBAY	ISRAEL	Reg. No. 124572	Reg. Date: May 9, 2001
THE BOMBAY COMPANY	ITALY	Reg. No. 820694	Reg. Date: July 17, 2000
BOMBAY & DESIGN	JORDAN	Reg. No. 81278	Reg. Date: June 4, 2006
BOMBAY & DESIGN	JORDAN	Reg. No. 81279	Reg. Date: July 10, 2006
BOMBAY & DESIGN	KUWAIT	Reg. No. 44801	Reg. Date: December 23, 2003
BOMBAY & DESIGN	KUWAIT	Reg. No. 51283	Reg. Date: September 5, 2004
BOMBAY & DESIGN	LEBANON	Reg. No. 87275	Reg. Date: May 12, 2001
BOMBAY & DESIGN	MEXICO	Reg. No. 718197	Reg. Date: September 28, 2001
BOMBAY & DESIGN	MOROCCO	Reg. No. 96699	Reg. Date: April 1, 2005
BOMBAY & DESIGN	OMAN	Reg. No. 28582	Reg. Date: March 21, 2005
BOMBAY & DESIGN	OMAN	Reg. No. 28583	Reg. Date: March 21, 2005
BOMBAY & DESIGN	QATAR	Reg. No. 28019	Reg. Date: September 27, 2006
BOMBAY & DESIGN	QATAR	Reg. No. 28020	Reg. Date: September 27, 2006
BOMBAY & DESIGN	SAUDI ARABIA	Reg. No. 71306	Reg. Date: May 27, 2001
BOMBAY & DESIGN	SAUDI ARABIA	Reg. No. 71307	Reg. Date: May 27, 2001
BOMBAY	TAIWAN	Reg. No. 448430	Reg. Date: July 16, 1989
BOMBAY & TREE DESIGN	TAIWAN	Reg. No. 448447	Reg. Date: July 16, 1989
BOMBAY & DESIGN	TRINIDAD & TOBAGO	Reg. No. 33096	Reg. Date: January 2, 2004
BOMBAY & DESIGN	TURKEY	Reg. No. 2001025953	Reg. Date: December 21, 2001
BOMBAY & DESIGN	UNITED ARAB EMIRATES	Reg. No. 45410	Reg. Date: January 3, 2004
BOMBAY & DESIGN	UNITED ARAB EMIRATES	Reg. No. 43586	Reg. Date: November 17, 2003
BOMBAY & DESIGN	UNITED KINGDOM	Reg. No. 2281463	Reg. Date: September 25, 2001



BOMBAY COMPANY & DESIGN	UNITED KINGDOM	Reg. No. 1584063	Reg. Date: September 6, 1994
THE BOMBAY COMPANY & DESIGN	URUGUAY	Reg. No. 300155	Reg. Date: July 21, 1998
BOMBAY& DESIGN	VENEZUELA	Reg. No. 474/2002	Reg. Date: November 4, 2003
THE BOMBAY COMPANY	VENEZUELA	Reg. No. P250401	Reg. Date: February 13, 2004

**BBA HOLDINGS, LLC  
LIST OF COPYRIGHTS AND APPLICATIONS**

Country	Description of Title	Application No./ Registration No.	Date of Filing
USA	Butler figurine	VA1-297-885	January 24, 2005
USA	Varsity Quilt	VA1-333-593	February 6, 2006

**BBA HOLDINGS, LLC  
PATENT APPLICATIONS AND REGISTRATIONS**

Country	Description of Patent	Application No./ Registration No.	Date of Filing
USA	Ornamental design for a coffee table	Patent No. D341505	Issue date: November 23, 1993
USA	Mirror	Patent No. D339921	Issue date: October 5, 1993
USA	Console table	Patent No, D338118	Issue date: August 10, 1993
USA	End table	Patent No. D341506	Issue date: November 23, 1993
USA	Shelf assembly	Patent No. D363841	Issue date: November 7, 1995
USA	End table	Patent No. D379725	Issue date: June 10, 1997
USA	Console	Patent No. D387228	Issue date: December 9, 1997
USA	Cocktail table	Patent No. D394767	Issue date: June 2, 1998
USA	Occasional table	Patent No. D376935	Issue date: December 31, 1996
USA	Table	Patent No. D381843	Issue date: August 5, 1997

**THE BOMBAY COMPANY, INC.  
TRADEMARK APPLICATIONS AND REGISTRATIONS**

BOMBAY & DESIGN	BULGARIA	Reg. No. 83085	Reg. Date: December 2, 2005
THE BOMBAY COMPANY	JAPAN	Reg. No. 3080529	Reg. Date: October 31, 1995

**THE BOMBAY COMPANY, INC.  
LIST OF COPYRIGHTS AND APPLICATIONS**

Country	Description of Patent	Application No./ Registration No.	Date of Filing
USA	Buffet	VA-771-562	
USA	Female maid figurine with tray	VAu-456-295	April 28, 1999

USA	Male butler figurine with tray	VAu-456-296	April 28, 1999
USA	Welcome to the team: the Bombay Company Sales Associate Orientation Program	TX-4-144-815	May 19, 1995

**DOMAIN NAMES:**

Bombayco.com  
 Bombaycompany.com  
 Bombaycompany.org  
 Bombaygulf.com  
 Bombayintl.com  
 Bombaykid.com  
 Bombaykids.com  
 Bombayoutlet.com  
 Bombayoutlets.com  
 Bombay-teen.com  
 Bombayteens.com  
 Bombay-teens.com  
 Thebombaycompany.com  
 Thebombaycompany.net