

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
International Wholesale Tile, Inc.		01/28/2008	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Wholesale Tile, LLC		
<b>Street Address:</b>	3500 S.W. 42nd Avenue		
<b>City:</b>	Palm City		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34990		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2912844	TESORO THE COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2023444000		
<b>Email:</b>	mbharrison@venable.com, rliebowitz@venable.com		
<b>Correspondent Name:</b>	Mark B. Harrison		
<b>Address Line 1:</b>	Venable, P.O. Box 34385		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20043		
<b>ATTORNEY DOCKET NUMBER:</b>	92301-256373		
<b>NAME OF SUBMITTER:</b>	Mark B. Harrison		
<b>Signature:</b>	/mark b. harrison/		
<b>Date:</b>	04/02/2008		

CH \$40.00 2912844

**Total Attachments: 6**

source=Tesoro Assignment#page1.tif

source=Tesoro Assignment#page2.tif

source=Tesoro Assignment#page3.tif

source=Tesoro Assignment#page4.tif

source=Tesoro Assignment#page5.tif

source=Tesoro Assignment#page6.tif

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **IWT Tesoro Corporation**, a Nevada corporation, **International Wholesale Tile, Inc.**, a Florida corporation and **American Gres, Inc.**, a Delaware corporation (individually and collectively, the "Seller"), for and in consideration of \$10.00 received in hand from **International Wholesale Tile, LLC**, a Delaware limited liability company (the "Buyer"), as assignee of rights from New Stream Asset Funding, LLC, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, transfer, assign, and deliver to the Buyer, its successors and assigns, to and for their own use and benefit forever, to have and to hold, the assets (the "Assets") more fully described in Section 2 below;

1. Capitalized terms used herein without definitions shall have the meanings ascribed to them in that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 14, 2008, by and between the Seller and the Buyer or the Buyer's designee.

2. The Assets shall mean:

- a. all tangible personal property owned by Seller in the operation of the Business, including but not limited to all machinery, equipment, tools, instruments, office furniture and fixtures set forth in Annex I attached hereto and made a part hereof;
- b. all inventories, any other items that may be construed as inventories, owned by Seller, including but not limited to inventories of materials, supplies and products, on hand, on order or in transit to or from Seller, and any inventories that relate to partially completed sales, including the inventory set forth in Annex II attached hereto and made a part hereof;
- c. all receivables owned by Seller, including but not limited to accounts receivable, notes receivable, trade receivables, credits and other dollar amounts or credits due to Seller as set forth in Annex III attached hereto and made a part hereof;
- d. all intellectual property owned by Seller, including but not limited to all domestic and foreign patents, patent applications (regardless of the applicant), trademarks, service marks and other indicia of origin, trademark and service mark registrations and applications for registrations thereof, copyrights, copyright registrations and applications for registration thereof, Internet domain names and universal resource locators ("URLs"), trade secrets, inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), technical data, customer lists, vendor lists, corporate and business names, trade names, trade dress, brand names, know-how, show-how, maskworks, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collectors and other proprietary information or material of any type, whether written or unwritten (and all goodwill associated with, and

all derivatives, improvements and refinements of, any of the foregoing) as set forth in Annex IV attached hereto and made a part hereof;

- e. all assets owned by Seller other than those defined as Excluded Assets in the Purchase Agreement, whether personal property or real property, tangible or intangible, including but not limited to all books, records, data (in any and all written or electronic media), files, lists, telephone numbers, permits (to the extent assignable) and other assets set forth in Annex V attached hereto and made a part hereof;
- f. all of Seller's right, title and interest in and to all other assets, whether real or personal, tangible or intangible, used by Seller or useful in the operation of the Business; and
- g. Seller's claims, causes of action, choses in actions and rights of recovery in and outside of the Bankruptcy which relate to the Assets and the Assumed Agreements, in each case to the extent assignable.

3. The Seller warrants that it has good and marketable title to, and that it is the lawful owner in every respect of, the Assets.

4. This instrument shall be binding upon the Seller, its successors and assigns, and shall be binding upon and inure to the benefit of the Buyer and its successors and assigns.

5. This Bill of Sale is effective as to the transfer of all of the Assets as of January 28, 2008.

IN WITNESS WHEREOF, this Bill of Sale is executed to be effective as of January 28,  
2008

IWT Tesoro Corporation, a Nevada corporation

By: Henry J. Boucher, Jr.  
Name: Henry J. Boucher, Jr.  
Title: President

International Wholesale Tile, Inc., a Florida corporation

By: Henry J. Boucher, Jr.  
Name: Henry J. Boucher, Jr.  
Title: Secretary

American Gres, Inc., a Delaware corporation

By: Henry J. Boucher, Jr.  
Name: Henry J. Boucher, Jr.  
Title: President

**ANNEX IV**  
**(SCHEDULE 2.1(a)(4) OF THE PURCHASE AGREEMENT)**

DC3DOCS1# 209645

A-4

**TRADEMARK**  
**REEL: 003750 FRAME: 0688**

All intellectual property owned by Seller, including but not limited to all domestic and foreign patents, patent applications (regardless of the applicant), trademarks, service marks and other indicia of origin, trademark and service mark registrations and applications for registrations thereof, copyrights, copyright registrations and applications for registration thereof, Internet domain names and universal resource locators ("URLs"), trade secrets, inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), technical data, customer lists, vendor lists, corporate and business names, trade names, trade dress, brand names, know-how, show-how, maskworks, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, databases, data collectors and other proprietary information or material of any type, whether written or unwritten (and all goodwill associated with, and all derivatives, improvements and refinements of, any of the foregoing) including, but not limited to, the assets listed on the attached.

Schedule 2.1(a)(4)

Domain Names and URL's

IWT-TILE.COM  
INTERNATIONALWHOLESALTILE.COM  
IWTTESORO.COM

Tesoro the Collection - Trademark

Please note that our attorney stated that the rights for the trademark were assigned to Fleet

1-800-340-TILE

Brands developed

Pietra Antica  
International Collection  
Elments  
Cornerstone  
Vineyards