

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Blind and Wallpaper Factory, Inc.		04/08/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ABW Acquisition, LLC as successor to Standard Federal Bank National Association
Street Address:	411 West Putnam Avenue
Internal Address:	c/o Contrarian Capital Management, LLC
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77399360	CHARLESTON SHUTTERS
Serial Number:	77184793	PERFECT MATCH
Registration Number:	3372350	CARIBBEAN BREEZE
Registration Number:	3296707	DESIGN YOUR LOOK...LOVE OUR PRICE
Registration Number:	3149175	AMERICAN BLINDS
Registration Number:	2991126	AMERICAN BLIND AND WALLPAPER FACTORY
Registration Number:	2923867	AMERICAN BLINDS, WALLPAPER & MORE
Registration Number:	2470542	DECORATETODAY
Registration Number:	2022925	AMERICAN BLIND & WALLPAPER FACTORY
Registration Number:	1463548	AMERICAN BLIND FACTORY

CORRESPONDENCE DATA

Fax Number: (212)715-8000

900106147

**TRADEMARK
 REEL: 003774 FRAME: 0615**

CH \$265.00 77399360

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	099056-00001
NAME OF SUBMITTER:	Carole E. Klinger
Signature:	/CEK/
Date:	05/09/2008

Total Attachments: 4
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SUPPLEMENT NO. 1 dated as of April 8, 2008 (this "Supplement") to Loan and Security Agreement dated as of August 15, 2005 (as amended, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings given such terms in the Credit Agreement) by and between American Blind and Wallpaper Factory, Inc. (the "Grantor") and ABW Acquisition, LLC as successor to Standard Federal Bank National Association (the "Secured Party").

As security for the Obligations, Grantor hereby delivers, assigns, pledges, sets over and grants to Secured Party a first priority security interest in, all of Grantor's right, title and interest, whether now existing or hereafter arising or acquired, in and to any and all items of personal property of Grantor described below together with all substitutions and replacements thereof and any products and proceeds thereof:

(a) all property of, or for the account of, the Grantor now or hereafter coming into the possession, control or custody of; or in transit to, the Secured Party or any agent or bailee for the Secured Party or any parent, affiliate or subsidiary of the Secured Party or any participant with the Secured Party in the Loans (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise), including all earnings, dividends, interest, or other rights in connection therewith and the products and proceeds therefrom, including the proceeds of insurance thereon; and

(b) the additional property of the Grantor, whether now existing or hereafter arising or acquired, and wherever now or hereafter located, together with all additions and accessions thereto, substitutions, betterments and replacements therefor, products and Proceeds therefrom, and all of the Grantor's books and records and recorded data relating thereto (regardless of the medium of recording or storage), together with all of the Grantor's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media, identified and set forth as follows:

- (i) All Accounts and all Goods whose sale, lease or other disposition by the Grantor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Grantor, or rejected or refused by an Account Debtor;
- (ii) All Inventory, including, without limitation, raw materials, work-in-process and finished goods;
- (iii) All Goods (other than Inventory), including, without limitation, embedded software, Equipment, vehicles, furniture and Fixtures;
- (iv) All Software and computer programs;
- (v) All Securities, Investment Property, Financial Assets and Deposit Accounts;
- (vi) All Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Letter of Credit Rights, all proceeds of letters of credit, Health-Care-Insurance Receivables, Supporting Obligations, notes secured by real estate, Commercial Tort Claims and General Intangibles, including Payment Intangibles and Intellectual Property, including the trademarks, trade names and service marks listed on Schedule I hereto and the copyrights listed on Schedule II hereto; and
- (vii) All Proceeds (whether Cash Proceeds or Noncash Proceeds) of the foregoing property, including, without limitation, all insurance policies and proceeds of insurance payable by reason of loss or damage to the

foregoing property, including unearned premiums, and of eminent domain or condemnation awards.

Grantor shall record its change of name against Registration No. 2022925.

Grantor authorizes and requests that the United States Patent and Trademark Office and the U.S. Copyright Office record this Agreement.

This Supplement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned parties have executed this Supplement to be effective for all purposes as of the date above first written.

Grantor:

AMERICAN BLIND AND WALLPAPER FACTORY,
INC.



By: 

Name: JOEL LEVINE

Title: CEO

Schedule I

Trademarks and Service Marks

No.	Mark	Serial No. / Reg. No.	Status
1	CHARLESTON SHUTTERS	77399360	Pending
2	PERFECT MATCH	77184793	Pending
3	CARIBBEAN BREEZE	3372350	Registered
4	DESIGN YOUR LOOK...LOVE OUR PRICE	3296707	Registered
5	AMERICAN BLINDS	3149175	Registered
6	AMERICAN BLIND AND WALLPAPER FACTORY	2991126	Registered
7	AMERICAN BLINDS, WALLPAPER & MORE	2923867	Registered
8	DECORATETODAY	2470542	Registered
9	 AMERICAN BLIND & WALLPAPER FACTORY	2022925	Registered
10		1463548	Registered
11	THE BARRINGTON WINDOW COVERING COLLECTION	78520116	Abandoned
12	DECORATESMART.COM	75734089	Abandoned
13	BLINDANDWALLPAPERDEPOT.COM	75676441	Abandoned
14	THEBLINDDEPOT.COM	75676440	Abandoned
15	THEWALLPAPERDEPOT.COM	75676439	Abandoned
16	THEWALLPAPERFACTORY.COM	75676437	Abandoned
17	WALLPAPERANDBLINDDEPOT.COM	75676436	Abandoned
18	EBLINDSANDWALLPAPER.COM	75676435	Abandoned
19	EWALLPAPERANDBLIND.COM	75676434	Abandoned
20	EBLIND.COM	75676433	Abandoned
21	BESTBLINDSANDWALLPAPER.COM	75676430	Abandoned
22	BESTWALLPAPERANDBLINDS.COM	75676429	Abandoned

Schedule II**Copyrights**

No.	Title	Registration No.	Type of Work
1	ABWF 37/015357/5503120.jpg.	VA0001187682	Visual Material
2	ABWF 37/015357/5503144.jpg.	VA0001187683	Visual Material
3	ABWF 37/015359/AN11222.jpg.	VA0001187686	Visual Material
4	ABWF 37/015363/IG30204.jpg.	VA0001187687	Visual Material
5	ABWF 37/015363/IG30223.jpg.	VA0001187678	Visual Material
6	ABWF 37/015363/IG30233.jpg.	VA0001187679	Visual Material
7	ABWF 37/015363/IG30250.jpg.	VA0001187685	Visual Material
8	ABWF 37/015367/NUT1701.jpg.	VA0001187680	Visual Material
9	ABWF 37/015367/NUT1707.jpg.	VA0001187681	Visual Material
10	ABWF 37/015369/BB758.jpg.	VA0001187684	Visual Material
11	ABWF--compilation of photographs of textiles.	VA0001131244	Visual Material
12	Measure and order your own mini blinds or vertical blinds.	TX0002183702	Text
13	["Discounted blind & wallpaper" advertisement]	TX0003639852	Text
14	Lowest prices guaranteed! Levolor 1" mini blinds.	TX0002207669	Text
15	Thank you ... ; promotional letter	TX0002410233	Text
16	You asked for this	VA0000336192	Visual Material