

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Croscill, Inc.		11/07/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Croscill Acquisition, LLC
Street Address:	2102 Fay Street
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27704
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1503043	CROSCILL
Registration Number:	1186826	CROSCILL
Registration Number:	0380816	CROSCILL
Registration Number:	3421946	CROSCILL WHITE LABEL
Registration Number:	2798495	EMBASSY ROW BY CROSCILL
Registration Number:	2755192	IT'S IN THE DETAILS
Registration Number:	3304811	WHITE LABEL CROSCILL
Registration Number:	0719387	YOUNG ROMANTICS

CORRESPONDENCE DATA	
Fax Number:	(404)581-8330
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-581-8620
Email:	clkiedrowski@jonesday.com
Correspondent Name:	Carrie L. Kiedrowski
Address Line 1:	1420 Peachtree Street, N.E., Ste. 800

CH \$215.00 1503043

Address Line 4: Atlanta, GEORGIA 30309-3053

ATTORNEY DOCKET NUMBER: 223194-605006

NAME OF SUBMITTER: Carrie L. Kiedrowski

Signature: /Carrie L. Kiedrowski/

Date: 11/25/2008

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is executed and delivered as of November 7, 2008, by and between Croscill, Inc., a New York corporation ("Assignor"), and Croscill Acquisition, LLC, a Delaware limited liability company ("Assignee").

Recitals

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 7, 2008, among Assignee, Assignor, Croscill Retail Holding Corp., a Delaware corporation ("Retail Holding"), Royal Home Fashions, Inc., a North Carolina corporation ("Royal"), Chapel Hill Home Fashions, Inc., a New York corporation ("Chapel Hill"), Croscill Burlington LLC, a North Carolina limited liability company ("Burlington"), Croscill West Reading LLC, a Pennsylvania limited liability company ("West Reading"), Croscill Myrtle Beach LLC, a South Carolina limited liability company ("Myrtle Beach"), Croscill Sevierville LLC, a Delaware limited liability company ("Sevierville"), Croscill Commerce LLC, a Georgia limited liability company ("Commerce"), Croscill St. Augustine LLC, a Florida limited liability company ("St. Augustine"), Croscill Leaseholding LLC, a Delaware limited liability company ("Leaseholding", and, together with Assignor, Retail Holding, Royal, Chapel Hill, Burlington, West Reading, Myrtle Beach, Sevierville, Commerce and St. Augustine, the "Sellers", and each individually, a "Seller"), and the other parties named therein.

B. Pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee all of its right, title and interest in and to all domestic and foreign trade names, corporate names, logos, trade dress, common law trademarks and service marks, trademark and service mark registrations and applications therefor, including those listed in Schedule A attached hereto, owned by Assignor in connection with the Business (collectively, the "Marks").

C. Assignee desires to acquire the Marks and the goodwill of the Business associated therewith.

Agreement

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's worldwide right, title and interest in, to and under the Marks and the goodwill of the Business symbolized thereby and associated therewith, including, without limitation, the registrations identified on Schedule A, and all registrations of and applications to register the Marks and renewals and extensions of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Marks, if any, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns.

3. Further Assurances. Assignor hereby agrees to execute, acknowledge and deliver, upon the request of Assignee, at Assignee's expense, such additional documents prepared by Assignee as are reasonably necessary to register and otherwise give full effect to, and to perfect the rights of Assignee under, this Assignment in and to the Marks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Marks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

4. No Use. Assignor, for itself and on behalf of its respective successors and assigns, subsequent to the date hereof, covenants not to use, apply for, or register any of the Marks or use, apply for, or register any variation of the Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Marks, for any purpose in the United States or in any foreign country.

5. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by Assignor subsequent to the date hereof, Assignor will remit the same to Assignee immediately in the form in which received, together with all necessary assignments and endorsements.

6. Binding Effect. This Assignment shall be binding upon Assignor and inure to the benefit of Assignee and their respective successors and assigns.

7. Conflicts with the Purchase Agreement. In the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

8. Counterparts. This Assignment may be executed in several counterparts, each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

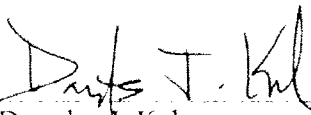
IN WITNESS WHEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNOR:

CROSCILL, INC., a New York corporation

ASSIGNEE:

CROSCILL ACQUISITION, LLC,
a Delaware limited liability company

By: 
Name: Douglas J. Kahn
Title: Chief Executive Officer

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, this Assignment has been executed as of the date first set forth above.

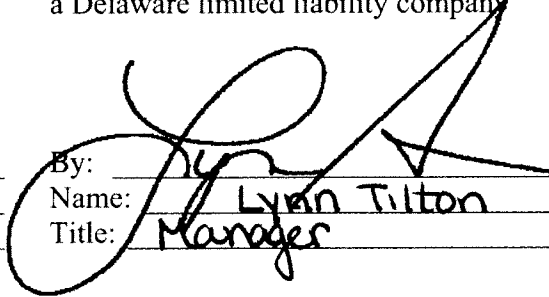
ASSIGNOR:

CROSCILL, INC., a New York corporation

ASSIGNEE:

CROSCILL ACQUISITION, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By:  _____
Name: Lynn Tilton
Title: Manager

SCHEDULE A

Marks

Mark	Jurisdiction	Class Type	Registration No.	Expiration Date
CROSCILL	Argentina	Goods	1972845	3/5/2014
CROSCILL	Argentina	Goods	1972846	3/5/2014
CROSCILL	Australia	Goods	594578	1/22/2010
CROSCILL	Australia	Goods	594577	1/22/2010
CROSCILL	Austria	Goods	157/544	4/30/2015
CROSCILL	Benelux	Goods	525203	8/13/2012
CROSCILL	Brazil	Goods	817027874	3/29/2014
CROSCILL	Brazil	Goods	817027866	3/29/2014
CROSCILL	Canada	Goods	452265	12/22/2010
CROSCILL	Canada	Goods	420227	12/3/2008
CROSCILL	China P.R.	Goods	928827	1/13/2017
CROSCILL	Denmark	Goods	VR 02.885 1990	5/4/2000
CROSCILL	Finland	Goods	140241	9/20/2015
CROSCILL	France	Goods	1527162	1/25/1999
CROSCILL	Great Britain	Goods	2005499	12/23/2014
CROSCILL	Great Britain	Goods	1370617	1/19/2016
CROSCILL	Germany	Goods	39504823	2/28/2015
CROSCILL	Greece	Goods	124528	5/29/2015
CROSCILL	Hong Kong	Goods	199508091	12/31/2013
CROSCILL	Hong Kong	Goods	199508090	12/31/2013
CROSCILL	India	Goods	660150	3/22/2015
CROSCILL	Indonesia	Goods	IDM000045204	3/22/2015
CROSCILL	Ireland	Goods	163995	1/12/2012
CROSCILL	Ireland	Goods	130325	1/23/2010
CROSCILL	Israel	Goods	96503	1/13/2016
CROSCILL	Italy	Goods	725831	4/12/2015
CROSCILL	Japan	Goods	3097507	11/30/2015
CROSCILL	Japan	Goods	3090893	10/31/2015
CROSCILL	Korea South	Goods	287668	3/29/2014
CROSCILL	Kuwait	Goods	28777	9/27/2015
CROSCILL	Mexico	Goods	434798	12/14/2012
CROSCILL	Mexico	Goods	447083	12/14/2012
CROSCILL	Mexico	Goods	754012	5/30/2012
CROSCILL	Mexico	Goods	754013	5/30/2012
CROSCILL	Mexico	Goods	754011	5/30/2012
CROSCILL	Mexico	Goods	516556	1/17/2015
CROSCILL	New Zealand	Goods	224397	1/22/2014
CROSCILL	New Zealand	Goods	224398	1/22/2014
CROSCILL	Norway	Goods	176789	9/19/2016
CROSCILL	Panama	Goods	159507	3/6/2017
CROSCILL	Panama	Goods	159508	3/6/2017
CROSCILL	Peru	Goods	19019	8/29/2015
CROSCILL	Peru	Goods	19018	8/29/2015
CROSCILL	Philippines	Goods		

Mark	Jurisdiction	Class Type	Registration No.	Expiration Date
CROSCILL	Portugal	Goods	307133	3/12/2018
CROSCILL	Saudi Arabia	Goods	417/91	4/27/2014
CROSCILL	Singapore	Goods	S/T93/00335B	1/14/2013
CROSCILL	Singapore	Goods	S/T93/00336J	1/14/2013
CROSCILL	Slovak Republic	Goods	182027	2/21/2015
CROSCILL	South Africa	Goods	93/2366	3/25/2013
CROSCILL	Spain	Goods	1948561	2/17/2015
CROSCILL	Sweden	Goods	219532	11/23/2010
CROSCILL	Switzerland	Goods	P443375	1/27/2015
CROSCILL	Switzerland	Goods	371618	1/25/2009
CROSCILL	Taiwan	Goods	630253	1/31/2014
CROSCILL	Thailand	Goods	TM18089	6/30/2013
CROSCILL	United States	Goods	1503043	9/6/2018
CROSCILL	United States	Goods	1186826	1/19/2012
CROSCILL	United States	Goods	380816	9/3/2010
CROSCILL WHITE LABEL and Design	United States	Goods	3421946	5/6/2018
EMBASSY ROW BY CROSCILL	United States	Goods	2798495	12/23/2013
IT'S IN THE DETAILS	United States	Goods	2755192	8/26/2013
WHITE LABEL CROSCILL & Cross Design	United States	Goods	3304811	10/2/2017
YOUNG ROMANTICS	United States	Goods	719387	8/1/2011
CROSCILL	Venezuela	Goods	P182686	1/5/2016
CROSCILL WHITE LABEL	United States	Goods	3421946	2/19/2008

The following Trademarks are not registered in any jurisdiction:

MARK

CROSCILL (AND LOGO)
CROSCILL AND DESIGN
CROSCILL HOME
CROSCILL CLASSIC
CROSCILL COTTON
CROSCILL CHAPEL HILL
CROSCILL EMBASSY ROW
ALPINE
BELIZE
BOULEVARD
BRAZIL
CATALINA
CHAMOMILE
CHRISTINA
COLBURN
COVENT GARDEN
DESIREE
EL PASO

MARK

EMBARCADERO
GALLERIA
HARVEST MANOR GOLD
HARVEST MANOR RED
JACKSON
KAUAI
KRISTIN
LEWIS
LUMINOUS
LUX COVERLET
LYON
MADEIRA
MARIN
MEDICI
MIRROR LAKE
ONYX
PICCADILLY
PORTLAND STRIPE
RAVELLO
ROYALTON
SAFARI
SANTA CRUZ
SANTA FE
SASHA
SCOTTSDALE
SKYLINE
STERLING ROSE
SUMMER BREEZE
TELEGRAPH
TOPAZ
TOWNHOUSE
VINTAGE ROSE
BALI
BAROCCO SCROLL
BEACH HAVEN
BOULEVARD
CHAMPAGNE POPPIES
CHESHIRE
DAVINCI
DESTON
DEVONSHIRE
DORSET
ESTATE
EXCELSIOR
HARVEST MANOR
IVY ARBOR
KEY LARGO
LADERA
LEILANI

MARK

METRO
MINERALE
MONOGRAM
NEPTUNE'S
GRASSES
PORTOFINO
REGINA GLASS
ROMANZA
ROSE GARDEN
SAMOA
SIGNATURE LACQUERWARE
SOUTH SEA BREEZE
SPA LEAF
SPENCER TENSION ROD
STERLING ROSE
TASSY
WHITE LABEL LUCITE
BLONDELL
CARNEY
CAROLINA
CHEVRON CHENILLE
DELANCEY
DOLCE VITA
EDGEWATER PARK
JASPE
MONICA
MONICA SHEER
OAKRIDGE
ORNAMENTAL BEADS
PEARL RIBBON
RICE PAPER
SALENTO
SHEER MIST
TELLURIDE
DALTON TASSELS
GRACE TASSELS
LUSTER TASSELS
PEARL TASSELS
TELLURIDE TASSELS
VENETIAN TASSELS
WICKER TASSELS
CHAPIN HARDWARE
EUPHRATES HARDWARE
HAWKINS HARDWARE
LANDAU HARDWARE
MIRAGE HARDWARE
MONTROSE HARDWARE
ROMANZA HARDWARE
SEVILLE HARDWARE

MARK

SIERRA HARDWARE
SPENCER TENSION ROD
TULLAMORE HARDWARE
LEWIS
LUX COVERLET
LYON
AQUA ROYAL PET BED
BLACK & WHITE ROYAL
CAMEL ROYAL
DONUT - RED SCROLL
DONUT BED