

Form PTO-1594 (Rev. 01-09)
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Home Interiors & Gifts, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Texas
 Other _____

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) Dec. 24, 2008 and Feb. 2, 2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Home and Garden Party, Ltd.
 Internal _____
 Address: _____
 Street Address: 2938 Brown Road
 City: Marshall
 State: Texas
 Country: USA Zip: 75672

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship Texas
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

Please see attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Hebert

Internal Address: Carrington, Coleman, Sloman & Blumenthal, L.L.P.

Street Address: 901 Main Street, Suite 5500

City: Dallas

State: Texas Zip: 75202

Phone Number: 214-855-3109

Fax Number: 214-758-3739

Email Address: lhebert@crsb.com

6. Total number of applications and registrations involved:

52

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1315.00

- Authorized to be charged to deposit account
 Enclosed (Credit Card Payment Form)

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Laura Hebert
 Signature

11 Feb. 2009
 Date

Laura Hebert

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11+1
 (plus credit card form)

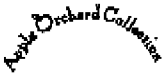


Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450




OP \$1315.00 2680170






**Attachment to Recordation Form Cover Sheet
for Assignment of Entire Interest from
Home Interiors & Gifts, Inc.
to
Home & Garden Party, Ltd.**

Item 4

**Trademark Registration Numbers and Identifications
(52 Registrations)**

TRADE/SERVICE MARK	REGISTRATION NUMBER
A POCKETFUL OF HOPE	2680170
A POCKETFUL OF HOPE	2582168
ACHIEVING CONFIDENCE IN DECORATING	1847049
AN OPPORTUNITY THAT'S RIGHT AT HOME	1872761
APPLE ORCHARD COLLECTION	2757354
APPLE ORCHARD COLLECTION (DES.)	2816815
 Apple Orchard Collection	
BAKED APPLE PIE	2815867
BOEHM	2893259
BOEHM (DES.)	2933821
 Boehm	
BOEHM AT HOME (DES.)	2953398
 BOEHM at Home	
BOEHM GIFTS BEAUTIFUL	3119528
BUILDING HOMES & DECORATING LIVES	3054453
CAREER BY DESIGN	2640518

TRADE/SERVICE MARK	REGISTRATION NUMBER
CHRISTMAS AROUND THE WORLD	1551439
DECORATE WITH LIGHT	2391530
DECORATING LITTLE LIVES	2829581
DECORATING LIVES	2868299
DENIM DAYS	1720343
DISPLAYER	2618803
EMPIECE AHORA!	2879310
GIFTS TO GO	2311857
GREATEST STORIES EVER TOLD	1920924
HOMCOSOFT	2868894
HOME INTERIORS	1495137
HOME INTERIORS	2862438
HOME INTERIORS	1531380
HOME INTERIORS	3093585
HOME INTERIORS (DES.) 	2862440
HOME INTERIORS (NEW LOGO) 	3054631
HOME INTERIORS AND GIFTS (DES.) 	2879297
HOME INTERIORS & MORE	2847617

TRADE/SERVICE MARK	REGISTRATION NUMBER
HOME INTERIORS CHARITABLE FOUNDATION	3001632
HOME INTERIORS CHARITABLE FOUNDATION PROVIDING A POCKETFUL OF HOPE	3001958
HOME INTERIORS KIDS	2787473
HOME INTERIORS KIDS	3057888
HOME INTERIORS WE DECORATE LIVES (DES.) 	2862439
HOME ONLINE	2723469
LIFESTYLES EXPO 	3353558
MAKE IT A PARTY!	3082538
RED ROSE SERVICE	2840699
(ROSE LOGO - BLOCK) 	2977701
(ROSE LOGO - SIGNATURE) 	2919649
SONOMA VILLA	2941941
SONOMA VILLA (DES.) 	2883285
START NOW!	2881488
THE NEWS FROM HOME	1876576
TOTAL HOSTESS SERVICE PLAN	1872762
VALUE PLUS	2763349

TRADE/SERVICE MARK	REGISTRATION NUMBER
VP	2651627
WE DECORATE LITTLE LIVES	2838051
WE DECORATE LIVES	2829582
YOU'VE GOT CHOICES	2324115

Assignment of Trademarks and Servicemarks

THIS ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS is made as of December 24, 2008, by and between HOME INTERIORS & GIFTS, INC., a Texas corporation, and HOME INTERIORS DE PUERTO RICO, INC., a Delaware corporation (each, an "Assignor", and collectively, the Assignors"), and HOME AND GARDEN PARTY, LTD., a Texas limited partnership ("Assignee").

WHEREAS, in connection with that certain Asset Purchase Agreement between Assignors and Assignee dated December 12, 2008 (the "Agreement"), Assignors have agreed to transfer to Assignee the entire rights, titles and interests that Assignors may have, if any, in and to all trademarks and servicemarks of Assignors and any goodwill associated therewith (collectively, the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignee is the successor to certain business assets related to that portion of Assignors' business to which the Marks pertain.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Without in anyway limiting any representations or warranties contained in the Agreement with respect to the Marks named therein, Assignors hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, the entire right, title and interest in and to the Marks, if any, including domestic and foreign rights, that Assignors may have, if any, including without limitation: (i) all goodwill associated therewith; (ii) any and all trademark applications and/or renewals and all registrations or certificates that may be issued or granted therefore; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Marks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Marks, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain trademark registrations in the Marks or marks similar thereto in Assignee's own name including, without limitation, all rights of priority.

Notwithstanding the foregoing, Assignee is not assuming any liabilities or obligations related to the Marks to the extent arising from or related to the period prior to the date hereof. Following the date hereof, Assignors shall not retain any rights in the Marks or any other marks confusingly similar to the Marks. Assignors shall not, at any time following the date hereof, contest the validity of the Marks or the validity of the assignment of the Marks by Assignor to Assignee.

IN WITNESS WHEREOF, Assignors and Assignee have caused their duly authorized officers to execute this assignment as of the date written above.

[signatures on following page]

ASSIGNORS:

HOME INTERIORS & GIFTS, INC.,
a Texas corporation

By: *Dennis Faulkner*
Name: DENNIS FAULKNER
Title: CHAPTER 11 TRUSTEE

HOME INTERIORS DE PUERTO RICO, INC.,
a Delaware corporation

By: *Dennis Faulkner*
Name: DENNIS FAULKNER
Title: CHAPTER 11 TRUSTEE

ASSIGNEE:

HOME AND GARDEN PARTY, LTD.,
a Texas limited partnership

By: *Heather M. Chestein*
Name: Heather M. Chestein
Title: President

**HOME INTERIORS & GIFTS, INC.
HOME INTERIORS DE PUERTO RICO, INC.**
c/o Dennis Faulkner, Trustee
400 North Saint Paul
Suite 600
Dallas, TX 75201

February 2, 2009

Home & Garden Party, Ltd.
2938 Brown Road
Marshall, Texas 75672
ATTN: George L. Clark, Jr.

Re: Clarification Relating to Asset Purchase Agreement

Dear Mr. Clark:

Reference is hereby made to the Asset Purchase Agreement (together with any and all appendices, exhibits and schedules attached thereto, the "Purchase Agreement") dated December 12, 2008 by and among Home & Garden Party, Ltd., a Texas limited partnership ("you" or "Buyer"), Home Interiors & Gifts, Inc., a Texas corporation ("HIG"), and Home Interiors de Puerto Rico, Inc., a Delaware corporation (each, a "Seller" and, collectively, "Sellers"). Capitalized terms not defined in this Letter Agreement shall have the meanings ascribed to them in the Purchase Agreement.

1. Clarification of Scope of Intellectual Property Schedule: Pursuant to Section 2.02(d) of the Purchase Agreement, Sellers transferred and assigned, and Buyer purchased, at Closing certain intellectual property identified on Schedule 2.02(d) to the Purchase Agreement (the "Intellectual Property Schedule"). Each of Buyer and Sellers hereby agree that the Intellectual Property Schedule shall be amended by adding the following language:

"Notwithstanding the foregoing or any provision herein to the contrary, Intellectual Property shall not include any of the following trademarks associated with Domistyle, Inc., a wholly-owned subsidiary of HIG:

- Candelaria #2899574
- Candelaria Domistyle #2957756
- Candelaria Domistyle—design #2957757
- Candelaria Home #2922659
- Domistyle #3055924
- Domistyle Defining Décor #3055925".

Each of Buyer and Sellers hereby expressly consent to the Intellectual Property Schedule being amended as set forth above.

2. Amendment of Assignment of Trademarks and Servicemarks. To effectuate the intent of the parties set forth in Section 1 of this Letter Agreement, the parties also desire to amend the Assignment of Trademarks and Servicemarks (the "Trademarks Assignment") dated December 24, 2008 between Buyer and Sellers entered into in connection with the Closing of the Purchase Agreement by adding the

following language as a separate paragraph immediately preceding the paragraph that begins "IN WITNESS WHEREOF,":

"Notwithstanding the foregoing or any provision herein to the contrary, Marks shall not include any of the following trademarks associated with Domistyle, Inc., a wholly-owned subsidiary of Home Interiors & Gifts, Inc.:

- Candelaria #2899574
- Candelaria Domistyle #2957756
- Candelaria Domistyle—design #2957757
- Candelaria Home #2922659
- Domistyle #3055924
- Domistyle Defining Décor #3055925".

3. Governing Law. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed herein, without regard to its conflicts of law principles. Each of Buyer and Sellers hereby agree that any claim or dispute relating to or arising out of this Letter Agreement shall be addressed solely by a state or federal court of competent jurisdiction in the State of Texas, and Buyer and Sellers hereby agree to subject themselves to the jurisdiction of such court for all such purposes and agree to waive any objections thereto. If any provision of this Letter Agreement shall be held to be invalid, the remainder of this Letter Agreement shall not be affected thereby.

4. Counterparts. This Letter Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

5. Headings. The headings used in this Letter Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Letter Agreement.

If the foregoing sets forth your understanding with respect to the above matters, please acknowledge your agreement by causing this letter to be signed on Buyer's behalf below, whereupon the provisions hereof will constitute a binding agreement among the parties below as of the date hereof.

Sincerely,

HOME INTERIORS & GIFTS, INC.,
a Texas corporation

By: 
Dennis Faulkner, Chapter 11 Trustee

HOME INTERIORS DE PUERTO RICO, INC.,
a Delaware corporation

By: 
Dennis Faulkner, Chapter 11 Trustee

ACCEPTED, ACKNOWLEDGED, CONSENTED AND AGREED TO effective as of the above date:

HOME & GARDEN PARTY, LTD.,
a Texas limited partnership

By: _____
Heather M. Chastain, President

If the foregoing sets forth your understanding with respect to the above matters, please acknowledge your agreement by causing this letter to be signed on Buyer's behalf below, whereupon the provisions hereof will constitute a binding agreement among the parties below as of the date hereof.

Sincerely,

HOME INTERIORS & GIFTS, INC.,
a Texas corporation

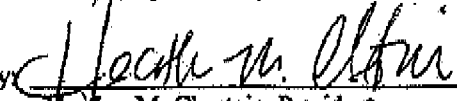
By: _____
Dennis Faulkner, Chapter 11 Trustee

HOME INTERIORS DE PUERTO RICO, INC.,
a Delaware corporation

By: _____
Dennis Faulkner, Chapter 11 Trustee

ACCEPTED, ACKNOWLEDGED, CONSENTED AND AGREED TO effective as of the above date:

HOME & GARDEN PARTY, LTD.,
a Texas limited partnership

By: 
Heather M. Chastain, President

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