

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INSOLVENCY SERVICES GROUP, INC.		07/31/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	L. POWELL ACQUISITION CORP.		
Street Address:	22 Jericho Turnpike, Suite 200		
City:	Mineola		
State/Country:	NEW YORK		
Postal Code:	11501		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2990068	THE KITCHEN BUTLER	
Registration Number:	2639509	POWELL	
Registration Number:	2179543	CHEVAL JEWELRY WARDROBE	
CORRESPONDENCE DATA			
Fax Number:	(949)720-0182		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademark@buchalter.com		
Correspondent Name:	Sandra P. Thompson		
Address Line 1:	18400 Von Karman Avenue, Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	11086-0001		
NAME OF SUBMITTER:	Sandra P. Thompson		
Signature:	/spt/		

CH \$90.00 2990068

Date:

08/03/2009

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of July 31, 2009, by and between INSOLVENCY SERVICES GROUP, INC., a California corporation solely in its capacity as Assignee for the Benefit of Creditors of L. Powell Company (together with its successors and permitted assigns, "ISG") and L. POWELL ACQUISITION CORP., a Delaware corporation (together with its successors and permitted assigns, "Assignee").

RECITALS:

A. On July 31, 2009, L. Powell Company, as assignor ("Powell") and ISG, as assignee, executed that certain General Assignment pursuant to which Powell made a general assignment for the benefit of its creditors under California law (the "ABC"). As a result of the ABC, all of the assets of Powell, including Property as defined below, were assigned, transferred and conveyed to ISG by operation of law. As a result thereof, ISG is the owner and holder of Powell's right, title and interest in and to the Property.

B. ISG and Assignee have entered into that certain Asset Purchase Agreement, dated July 31, 2009 (as amended, modified or supplemented from time to time in accordance with the terms thereof, the "Agreement") providing, subject to the terms and conditions set forth therein, for the sale, assignment and transfer by ISG to Assignee of, among other things, all of Powell's right, title and interest in and to the Intellectual Property (as defined in Agreement).

C. Powell has adopted, used and is using certain marks (collectively, the "Trademarks") described on Schedule A hereto, which are registered in the United States Patent and Trademark Office (the "PTO").

D. Powell has adopted, used and is using certain patents described on Schedule A hereto, which have been issued by the PTO (the "Patents").

E. Powell has adopted, used and is using certain copyrights described on Schedule A hereto, which are registered in the United States Copyright Office ("USCRO") (the "Copyrights").

F. ISG desires to assign to Assignee, and Assignee desires to accept from ISG, all of ISG and Powell's right, title and interest in and to the Trademarks, Patents and Copyrights, together with the goodwill of the same and the other intellectual property associated therewith (collectively, the "Property").

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

1. ISG Representations. ISG represents and warrants to Assignee as follows:

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- (a) it is duly authorized and empowered to execute and perform this Assignment;
- (b) this Assignment constitutes a legal, valid and binding agreement and is enforceable against it in accordance with its terms; unless otherwise limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies;
- (c) it owns, as sole owner, all of Powell's right, title and interest in and to, and of all common law rights in and to, the Property;
- (d) it owns, as sole owner, all of Powell's right, title and interest in and to the original works associated with the Copyrights;
- (e) it has no Actual Knowledge as defined in the Agreement that it is a party to any agreements, instruments or assignments that are in conflict with this Assignment or which would cause any Encumbrance (as defined in the Agreement) to be created on any of the Property, or any claim against the Property;
- (f) it has not granted and will not grant to others any rights inconsistent with the rights granted herein; and
- (g) to its Actual Knowledge, as defined in the Agreement, none of the Property is currently subject to, or threatened with, any claim, action or proceeding.

Except as set forth above and in the Agreement, ISG disclaims any and all express or implied warranties whatsoever, including warranties of merchantability and fitness for a particular purpose.

2. Assignment. ISG hereby sells, assigns and transfers to Assignee, the following:

- (a) Powell's and ISG's entire right, title and interest in and to the Property in the United States and in all foreign countries, whether or not such Property has been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof, together with the goodwill symbolized thereby, and all common law rights therein and related thereto in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise; and
- (b) all income, royalties, and payments, and claims, demands and rights of action, whether contractual, statutory, or based upon common law, whether known or unknown, whether threatened, pending, filed, or otherwise, that Powell or ISG has or might have in connection with any of the Property prior to, on or after the date of this Assignment, together with the right to collect and prosecute all of and for all of the above in Assignee's own name.

3. Further Assurances. Further, ISG agrees that, upon request, it and its legal representative(s) and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing the Property and all of ISG's and Powell's right, title and interest in and to the same in the United States and throughout the world, and for perfecting, recording or maintaining the title of Assignee, and its successors and assigns, to the Property in the United States and throughout the world.

ISG authorizes and requests the Commissioner of Patents and Trademarks of the United States, the USCRO, and all equivalents thereof in all foreign jurisdictions and countries to issue any registrations, letters, authorizations, or the like, whether on any application, filing or on any subsequently filed division, continuation, continuation-in-part, extension, statement, or reissuance, (each a "Registration") to Assignee, and its successors and assigns, as the assignee of the entire interest in said Property and all Registrations.

Each of ISG and Assignee agree that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party to further effect and evidence the transactions contemplated hereby.

4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, amendment, change, modification, extension or discharge is sought.

5. Enforceability. In the event that any one or more of the provisions, or any portion thereof, contained in this Assignment shall for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision, or any portion thereof, of this Agreement or any other such instrument.

6. Successors and Assigns. Neither this Assignment nor any of the rights or obligations hereunder may be assigned by any party without the prior written consent of the other party to this Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns.

7. Governing Law. This Assignment shall be construed and interpreted, and the rights of the parties determined in accordance with, the laws of the State of California, without regard to the conflicts of laws or choice of laws rules thereof.

8. Counterparts. This Assignment may be executed in counterparts, and by facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

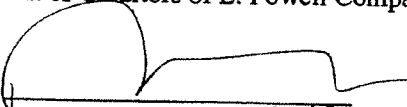
9. Effect of Agreement. This Assignment is subject to and conditioned upon all of the terms, conditions and provisions of the Agreement which is incorporated herein by reference. To the extent of any inconsistency between this Assignment and the Agreement, the terms, conditions and provisions of the Agreement shall govern and prevail. This Assignment is not

intended by ISG or Assignee to expand or increase the terms, conditions and provisions of the Agreement.

IN WITNESS WHEREOF, each of ISG and Assignee has caused this Intellectual Property Assignment to be executed as of the date first written above.

ASSIGNOR:
INSOLVENCY SERVICES GROUP, INC.,
solely in its capacity as Assignee for the
Benefit of Creditors of L. Powell Company

ASSIGNEE:
L. POWELL ACQUISITION CORP.

By: 
Name: JOEL B. WEINBERG
Title: PRES.

By: _____
Name:
Title:

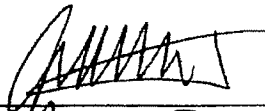
intended by ISG or Assignee to expand or increase the terms, conditions and provisions of the Agreement.

IN WITNESS WHEREOF, each of ISG and Assignee has caused this Intellectual Property Assignment to be executed as of the date first written above.

ASSIGNOR:
INSOLVENCY SERVICES GROUP, INC.,
solely in its capacity as Assignee for the
Benefit of Creditors of L. Powell Company

ASSIGNEE:
L. POWELL ACQUISITION CORP.

By: _____
Name:
Title:

By:  7/31/09
Name: Demetrius Z. Z. Z.
Title: Pres.

**SCHEDULE A
INTELLECTUAL PROPERTY**

TRADEMARKS

No.	Owner	Trademark	Filing Date	Serial No.	Registration No.	Registration Date
1.	L. Powell Company	The Kitchen Butler	6/6/03	76-520,050	2,990,068	8/30/05
2.	L. Powell Company	Powell	2/19/02	76-372,795	2,639,509	10/22/02
3.	L. Powell Co., Inc.	Cheval Jewelry Wardrobe	2/18/97	75-242,607	2,179,543	8/4/98

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SCHEDULE A

PATENTS

No.	Owner	Patent Description	Publication No.	Registration Date
4.	L. Powell Company	Jewelry Chest	D535117	1/16/07
5.	L. Powell Company	Jewelry Chest	D506869	7/5/05
6.	L. Powell Company	Jewelry Chest	D498610	11/23/04
7.	L. Powell Company	Jewelry Chest	D497735	11/2/04
8.	L. Powell Company, Inc.	Vanity with Jewelry Storage	D397886	9/8/98
9.	L. Powell Company, Inc.	Vanity Mirror with Storage Compartment	D395560	6/30/98
10.	L. Powell Company, Inc.	Combined Cheval Mirror & Concealed Storage Compartment for Jewelry	D387920	12/23/97

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No.	Owner	Patent Description	Publication No.	Registration Date
11.	L. Powell Company	Chest	D323253	1/21/92
12.	L. Powell Company	Chest	D322525	12/24/91
13.	L. Powell Company	Jewelry Armoire	D320317	10/1/91
14.	L. Powell Company	Jewelry Armoire	D319155	8/20/91
15.	L. Powell Company	Chest	D319154	8/20/91
16.	L. Powell Company	Jewelry Armoire	D319153	8/20/91
17.	L. Powell Company	Chest	D316194	4/16/91
18.	L. Powell Company	Chest	D314291	2/5/91
19.	L. Powell Company	Chest	D314290	2/5/91

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No.	Owner	Patent Description	Publication No.	Registration Date
20.	L. Powell Company	Chest	D301416	6/6/89
21.	L. Powell Company	Cheyval Mirror with Concealed Storage Compartment	D5681100	10/28/97

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SCHEDULE A

COPYRIGHTS

No.	Owner	Copyright	Registration No.	Registration Date
22.	L. Powell Company	Autosport Cabinet: Powell Item no. C099	VA0001018305	12/22/99
23.	L. Powell Company	Billard Cabinet: Powell Item no. C098	VA0001018303	12/22/99
24.	L. Powell Company	Bridgeport: no. R52 - R54	VA0000850339	1/12/99
25.	L. Powell Company	Bristol	VA0000925664	11/13/98
26.	L. Powell Company	Canopy Bed	VA0000950420	12/10/98
27.	L. Powell Company	Carlisle: no. T33, #37 - T38	VA0000850343	1/12/99
28.	L. Powell Company	Celina: no. R70 - 72	VA0000850342	1/12/99
29.	L. Powell Company	Cimarron: no. 694 - 696	VA0000850335	1/12/99
30.	L. Powell Company	"Cocoa" finish casted wine cabinet: Powell Item no. R51	VAu000457706	4/8/99
31.	L. Powell Company	Cordoba: no. F55 - F57	VA0000850347	1/12/99
32.	L. Powell Company	Crestview: no. 691 - 693	VA0000850348	1/12/99
33.	L. Powell Company	Daybed	VA0000950419	12/10/98
34.	L. Powell	Durango	VA0000850346	1/12/99

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No.	Owner	Copyright	Registration No.	Registration Date
	Company			
35.	L. Powell Company	Fishing Cabinet: Powell Item no. C05	VA0001018304	12/22/99
36.	L. Powell Company	Galena: no. 605 - 607	VA0000850340	1/12/99
37.	L. Powell Company	Garden Cabinet: Powell Item no. C18	VA0001018302	12/22/99
38.	L. Powell Company	Generations [catalog]	TX0004962832	4/8/99
39.	L. Powell Company	Generations for the 21th Century	TX0004885874	11/13/98
40.	L. Powell Company	Hampton	VA0000963705	4/8/99
41.	L. Powell Company	Hermosa	VA0000850344	1/12/99
42.	L. Powell Company	Keystone	VA0000925663	11/13/98
43.	L. Powell Company	Kitchen Island: Item no. 053	VA0000979841	4/8/99
44.	L. Powell Company	Kitchen Island: Powell Item no. 058	VAu000457705	4/8/99
45.	L. Powell Company	Lafayette: no. F06 - F08	VA0000850332	1/12/99
46.	L. Powell Company	Madison: no 904	VA0000850345	1/12/99
47.	L. Powell Company	Madison: no. 905 - 907	VA0000850329	1/12/99
48.	L. Powell Company	Marietta: no. 661 - 663	VA0000850330	1/12/99
49.	L. Powell	Milano: no.	VA0000850337	1/12/99

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No.	Owner	Copyright	Registration No.	Registration Date
	Company	982 - 983, 989		
50.	L. Powell Company	Monticello: no. R73 -R75	VA0000850334	1/12/99
51.	L. Powell Company	Newport: no. F74 - F76	VA0000850338	1/12/99
52.	L. Powell Company	The Nottingham Collection	TX0004885873	11/13/98
53.	L. Powell Company	The Powell Collection	TX0004962806	4/8/99
54.	L. Powell Company	The Powell Collection	TX0004962807	4/8/99
55.	L. Powell Company	The Powell Collection	TX0004885872	11/13/98
56.	L. Powell Company	The Powell Collection	TX0004885875	11/13/98
57.	L. Powell Company	Prescott	VA0000925662	12/10/98
58.	L. Powell Company	Sarasota: no. F77 - F79	VA0000919952	12/30/98
59.	L. Powell Company	Somerset: no. R97 - R99	VA0000850341	1/12/99
60.	L. Powell Company	Tuscany	VA0000925661	12/10/98
61.	L. Powell Company	Two door botanical Cabinet: Powell Item no. C97	VA0001018301	12/22/99
62.	L. Powell Company	Vienna: no. 909	VA0000850331	1/12/99
63.	L. Powell Company	Wakefield: no. 908, 928 - 929	VA0000850333	1/13/99
64.	L. Powell Company	The Powell Collection	TX0004659241	10/24/97

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No.	Owner	Copyright	Registration No.	Registration Date
65.	L. Powell Company	The Powell Collection	TX0004532570	2/5/97
66.	L. Powell Company	The Powell Collection	TX0004532593	5/5/97
67.	L. Powell Company	Powell, Incorporated, home Furnishing for the world: Celebrating 30 years....	TX0004659242	10/24/97

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