

**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>
American Blind and Wallpaper Factory, Inc.		04/07/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABW Acquisition, LLC		
<b>Street Address:</b>	411 West Putnam Avenue, Suite 225		
<b>Internal Address:</b>	c/o Contrarian Capital Management, LLC		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2991126	AMERICAN BLIND AND WALLPAPER FACTORY	
Registration Number:	2022925	AMERICAN BLIND & WALLPAPER FACTORY	
Registration Number:	1463548	AMERICAN BLIND FACTORY	
Registration Number:	3149175	AMERICAN BLINDS	
Registration Number:	2923867	AMERICAN BLINDS, WALLPAPER & MORE	
Registration Number:	2470542	DECORATETODAY	
Registration Number:	3372350	CARIBBEAN BREEZE	
Registration Number:	3529787	PERFECT MATCH	
Registration Number:	3296707	DESIGN YOUR LOOK...LOVE OUR PRICE	
Registration Number:	3635132	SOFT COLLECTION	
Registration Number:	3635133	XPRESS COLLECTION	
Registration Number:	3744366		
Serial Number:	77768930	SUPER VALUE COLLECTION	

CH \$340.00 2991126

**TRADEMARK**

CORRESPONDENCE DATA

Fax Number: (212)715-8000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.715.9176  
Email: KLtrademark@kramerlevin.com  
Correspondent Name: Kramer Levin Naftalis & Frankel LLP  
Address Line 1: 1177 Avenue of the Americas  
Address Line 2: c/o Elan Daniels  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	099056-00105
NAME OF SUBMITTER:	Elan Daniels
Signature:	/Elan Daniels/
Date:	04/07/2010

Total Attachments: 6  
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**ASSIGNMENT OF INTEREST IN INTELLECTUAL PROPERTY RIGHTS**

THIS ASSIGNMENT OF INTEREST IN INTELLECTUAL PROPERTY RIGHTS (this “Assignment”) is dated as of April 7, 2010, by and between AMERICAN BLIND AND WALLPAPER FACTORY, INC., a Delaware corporation (“Assignor”), and ABW ACQUISITION, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used herein that are not defined have the meanings assigned to such terms in the Acceptance Agreement (as defined below).

**RECITALS**

WHEREAS, the Assignor and Assignee, are parties to that certain Acceptance Agreement dated as of April 7, 2010 (the “Acceptance Agreement”), pursuant to which, among other things, Assignee is accepting on the Accepted Collateral (as defined therein, which includes all intellectual property of Assignor, including, without limitation, any and all of Assignor’s the intellectual property rights identified on Exhibit A) (collectively, the “Assigned IP”) in full satisfaction of Assignor’s obligations to Assignee under that certain Loan and Security Agreement, dated August 15, 2005, as amended; and

WHEREAS, Assignee desires to acquire the entire right, title and interest of the Assignor in, to and under the Assigned IP, including all common law rights therein, the goodwill of the Business symbolized thereby and the registrations and applications therefore, pursuant to the terms of the Acceptance Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration described in the Acceptance Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby acknowledge and agree that:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee its entire right, title and interest, in the United States and in all foreign countries to the extent Assignor is the owner of such foreign rights, in, to and under the Assigned IP, including all common law rights therein, the goodwill of the business associated therewith and the registrations and applications therefore, together with all actions that accrue by virtue of this assignment, including all rights to damages or profits, due or accrued, arising out of past, present or future infringement of any of them or injury to said goodwill and the right to sue for and recover the same in Assignee’s own name.

2. Governing Law. This Assignment, together with any dispute or claim related to this Assignment, regardless of the form, shall be governed by and construed in accordance with the internal law of the State of Delaware, without regard to the principle of conflicts of laws thereof that could mandate the application of the laws of any other jurisdiction, and the obligations, rights and remedies of the parties under this assignment shall be determined in accordance with such law.

3. Counterparts. This Assignment may be executed in any number of counterparts by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

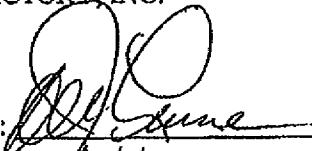
4. Miscellaneous. Assignor agrees to execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers and other appropriate documentation, and to take such actions as are reasonable and necessary, to enable Assignee to effectuate, validate and record this Assignment with the United States Patent and Trademark Office, the United States Copyright Office, and the appropriate agencies and offices of all jurisdictions in which any of the Assigned IP is or may be registered, or in which applications for registration of any of the Assigned IP is pending. Assignor hereby appoints Assignee as its attorney-in-fact, with full authority in the place and stead of Assignors, and in the name of Assignors, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Assignment and Assignee's rights in the Assigned IP, including Assignor's intellectual property rights.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

AMERICAN BLIND AND WALLPAPER  
FACTORY INC.

By:   
Name: Joel Levine  
Title: CEO

[SIGNATURE PAGE TO IP ASSIGNMENT RE FORECLOSURE]

**ASSIGNEE:**

ABW ACQUISITION, LLC

By: Contrarian Capital Management, LLC

Its: Manager

By: \_\_\_\_\_

Name: Jon R. Bauer

Title: Managing Member

EXHIBIT A

U.S. Trademarks

Name	Serial Number/Registration Number	Status
AMERICAN BLIND AND WALLPAPER FACTORY	2991126	Registered
AMERICAN BLIND & WALLPAPER FACTORY	2022925	Registered
AMERICAN BLIND FACTORY	1463548	Registered
AMERICAN BLINDS	3149175	Registered
AMERICAN BLINDS, WALLPAPER & MORE	2923867	Registered
DECORATETODAY	2470542	Registered
CARIBBEAN BREEZE	3372350	Registered
PERFECT MATCH	3529787	Registered
DESIGN YOUR LOOK... LOVE OUR PRICE	3296707	Registered
SOFT COLLECTION	3635132	Registered
XPRESS COLLECTION	3635133	Registered
LOGO	3744366	Registered
SUPER VALUE COLLECTION	77768930	Pending

Canadian Trademarks

Name	Serial Number/Registration Number	Status
CANADIAN BLINDS & DESIGN	1419873	Searched
WINDOW DESIGN	1419876	Allowed
AMERICAN BLIND FACTORY	1463548	Registered
CANADIAN BLINDS WALLPAPER AND MORE & DESIGN	1419872	Allowed
DECORATETODAY	1052620	Registered

U.S. Copyrights

Title	Serial Number/Registration Number	Type of Work
ABWF 37/015357/5503120.jpg.	VA0001187682	Visual Material
ABWF 37/015357/5503144.jpg.	VA0001187683	Visual Material
ABWF 37/015359/AN11222.jpg.	VA0001187686	Visual Material
ABWF 37/015363/IG30204.jpg.	VA0001187687	Visual Material
ABWF 37/015363/IG30223.jpg.	VA0001187678	Visual Material
ABWF 37/015363/IG30233.jpg.	VA0001187679	Visual Material
ABWF 37/015363/IG30250.jpg.	VA0001187685	Visual Material
ABWF 37/015367/NUT1701.jpg.	VA0001187680	Visual Material
ABWF 37/015367/NUT1707.jpg.	VA0001187681	Visual Material
ABWF 37/015369/BB758.jpg.	VA0001187684	Visual Material
ABWF--compilation of photographs of textiles.	VA0001131244	Visual Material
Measure and order your own mini blinds or vertical blinds.	TX0002183702	Text
["Discounted blind & wallpaper" advertisement]	TX0003639852	Text
Lowest prices guaranteed! Levolor 1" mini blinds.	TX0002207669	Text
Thank you ... ; promotional letter	TX0002410233	Text
You asked for this	VA0000336192	Visual Material