

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ABW ACQUISITION, LLC		04/16/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	ABCENTURY LLC
<b>Street Address:</b>	10555 Richmond Ave.
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77042
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
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

OP \$340.00 2991126

CORRESPONDENCE DATA

Fax Number: (617)342-4001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6173424000  
Email: jlynch@foley.com, PTOMailBoston@foley.com  
Correspondent Name: Nicole Gage  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Foley & Lardner LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	073489-0103
NAME OF SUBMITTER:	Nicole Gage
Signature:	/Nicole Gage/
Date:	04/23/2010

**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 ABW ACQUISITION, LLC, a Delaware limited liability company ("Assignor"), and ABCENTURY LLC a Delaware limited liability company ("Assignee"). Capitalized terms used herein that are not defined have the meanings assigned to such terms in the Asset Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, the Assignor and Assignee, together with American Blind and Wallpaper Factory, Inc., a Delaware corporation, are parties to that certain Asset Purchase Agreement dated as of February 17, 2010 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignee is acquiring the Purchased Assets (which includes all Company Intellectual Property, including, without limitation, any and all of the Intellectual Property Rights identified on Exhibit A) (collectively, the "Assigned IP"); 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 Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration described in the Asset Purchase 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. 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 the Intellectual Property Rights.

*[Signature page follows.]*

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

**ASSIGNOR:**

ABW ACQUISITION, LLC

By: Contrarian Capital Management, LLC  
Its: Manager

By: [Signature]  
Name: Jon R. Bauer  
Title: Managing Member

**ASSIGNEE:**

ABCENTURY LLC

By: \_\_\_\_\_  
Name:  
Title:

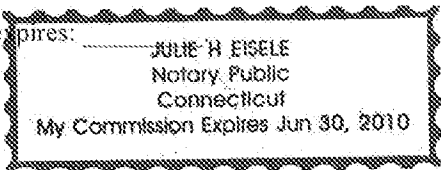
State of Connecticut  
County of Southern )ss.

On this 16<sup>th</sup> day of April, 2010, before me, the undersigned notary public, personally appeared Jon R. Bauer as Managing Member of ABW ACQUISITION, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which were Passport, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[SEAL]

[Signature]

Notary Public  
My Commission expires:



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of April, 2010, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of ABCENTURY LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

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

**ASSIGNOR:**

ABW ACQUISITION, LLC

By: Contrarian Capital Management, LLC  
Its: Manager

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

ABCENTURY LLC

By: \_\_\_\_\_  
Name: *Jay Steinfeld*  
Title: *President*

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_ day of April, 2010, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of ABW ACQUISITION, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[SEAL]

Notary Public  
My Commission expires: \_\_\_\_\_

State of Texas )  
County of Harris )ss.

On this 21 day of April, 2010, before me, the undersigned notary public, personally appeared Jay Steinfeld, as President of ABCENTURY LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which were TSP DL, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[SEAL]

Merry E. Clothier  
Notary Public  
My Commission expires: 4/3/12

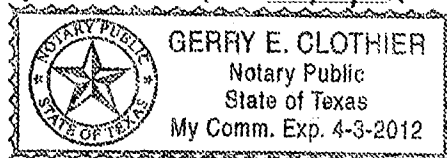


EXHIBIT A

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 DECORATETODAY	2923867	Registered
CARIBBEAN BREEZE	2470542	Registered
PERFECT MATCH	3372350	Registered
DESIGN YOUR LOOK... LOVE OUR PRICE	3529787	Registered
SOFT COLLECTION	3296707	Registered
XPRESS COLLECTION	3635132	Registered
LOGO	3635133	Registered
SUPER VALUE COLLECTION	3744366	Registered
	77768930	Pending

Canadian Trademarks

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