

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Home Decor Products, Inc.		08/14/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Homeclick LLC		
<b>Street Address:</b>	100 No. Wilkes-Barre Boulevard		
<b>City:</b>	WILKES-BARRE PENNSYLVANIA		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18702		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2836197	HOMECLICK	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(973)451-8733		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9735380800		
Email:	ggussis@riker.com		
Correspondent Name:	Geoff Gussis, Esq. c/o Riker Danzig LLP		
Address Line 1:	One Speedwell Avenue		
Address Line 4:	Morristown, NEW JERSEY 07960		
ATTORNEY DOCKET NUMBER:	21030/20		
NAME OF SUBMITTER:	Geoffrey G. Gussis		
Signature:	/Geoffrey G. Gussis/		
Date:	04/23/2010		

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**Total Attachments: 8**

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## AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS

This agreement is executed as of the day set forth on the signature page hereto but made effective as of May 12, 2009 by and between **Stacey L. Meisel**, in her capacity as Chapter 7 Trustee for the Estate of **Home Décor Products, Inc.**, a Delaware corporation ("Assignor") and **Homeclick LLC** ("Assignee").

### RECITALS:

**WHEREAS**, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated April 28, 2009 (the "Agreement") which provides for, among other things, the sale, assignment and transfer of all of Assignor's right, title and interest in and to all trademarks and service marks, used in connection with Assignor's business, including, but not limited to, those described on **Schedule A** (hereinafter collectively referred to as the "Marks"); and

**WHEREAS**, Assignor desires to assign and transfer to Assignee and Assignee desires to accept and receive from Assignor, any and all rights that Assignor may have in and to the Marks and any registrations relating thereto, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by such Marks, along with the right to recover for damages and profits for infringements thereof arising after the date hereof.

**NOW, THEREFORE**, in consideration of and in exchange for the consideration set forth in the Agreement, and for other good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby irrevocably assign, sell, transfer and deliver to Assignee, its successors and assigns, its entire right, title and interest in and to: (a) the Marks, and any registrations and renewals thereof, (b) all goodwill symbolized by and associated with the business conducted under such Marks and any part thereof, and (c) all income, royalties, judgments and payments hereafter due to Assignor or payable in respect of any causes of action, whether in law or in equity, for future infringement based on said Marks.
2. Assignor agrees to execute and deliver at the reasonable request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to: (a) vest all Assignor's rights, title, and interest in and to the Marks in the Assignee, and (b) provide evidence to support Assignee's rights in the Marks.
3. This Assignment of Trademarks is being delivered in connection with the closing of the transactions contemplated by the Agreement and is subject to the terms, conditions and limitations set forth therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.
4. Assignor and Assignee acknowledge that the foregoing assignment is being made in connection with a transaction through which Assignee has acquired, among other things, the entire business lines of Assignor relating to the following marks and associated applications at the United States Patent and Trademark Office (collectively, the "Intent-to-Use Marks"): (i) 78/637797 ("Diamond Bay"), (ii) 78/637805 ("Diamond Bay Fan Company"), (iii) 78/730055 ("Harry Homeowner"), (iv) 78/637810 ("Yard Star") and (v) 78/898020 ("Hechinger"). Following said transaction, Assignee succeeded to the entire business lines to which the Intent-to-Use Marks pertain, such business lines being ongoing and existing.

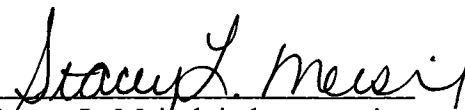
5. This Amended and Restated Assignment of Trademarks shall amend and restate that certain Assignment of Trademarks entered into between the parties hereto dated as of May 12, 2009 in its entirety and shall, in all respects supersede such Assignment of Trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF and intending to be legally bound thereby, the undersigned have executed this Agreement as of the 14<sup>th</sup> day of August, 2009.

**ASSIGNOR**

STACEY L. MEISEL, as Chapter 7 Trustee for  
HOME DECOR PRODUCTS, INC.

  
Stacey L. Meisel, in her capacity as  
Chapter 7 Trustee

**ASSIGNEE**

HOMECLICK LLC

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

IN WITNESS WHEREOF and intending to be legally bound thereby, the undersigned have executed this Agreement as of the 14<sup>th</sup> day of August, 2009.

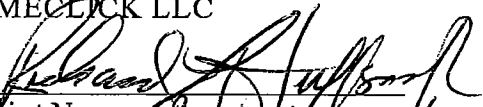
**ASSIGNOR**

STACEY L. MEISEL, as Chapter 7 Trustee for  
HOME DECOR PRODUCTS, INC.

\_\_\_\_\_  
Stacey L. Meisel, in her capacity as  
Chapter 7 Trustee

**ASSIGNEE**

HOMECLICK LLC

By:   
Print Name: *Richard L. Hoffmann*  
Print Title: *General Counsel*

ASSIGNOR ACKNOWLEDGEMENT

STATE OF New Jersey )  
 ) ss.:  
COUNTY OF Essex )

On this, the 14 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Stacey L. Meisel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity on behalf of which the person acted executed the same.

Mary Ann Ambrose  
Notary Public  
[Affix notary stamp and seal]

MARY ANN AMBROSE  
A Notary Public Of New Jersey  
My Commission Expires 5-31-2012

ASSIGNEE ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity on behalf of which the person acted executed the same.

\_\_\_\_\_  
Notary Public  
[Affix notary stamp and seal]

ASSIGNOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Stacey L. Meisel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity on behalf of which the person acted executed the same.

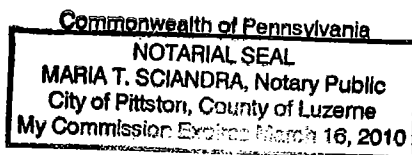
\_\_\_\_\_  
Notary Public  
[Affix notary stamp and seal]

ASSIGNEE ACKNOWLEDGEMENT

STATE OF Pennsylvania )  
 ) ss.:  
COUNTY OF Luzerne )

On this, the 21<sup>st</sup> day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard L. Hoffsmith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity on behalf of which the person acted executed the same.

Maria T. Sciandra  
Notary Public  
[Affix notary stamp and seal]





**SCHEDULE A**

Marks

See attached.

Country	Trademark	Status	Appl. No./ Reg. No.
United States	ABSOLUTEHOME	Registered	78/527526 3049931
United States	BARBECUES.COM (Supplemental Register)	Registered	78/527544 3008093
United States	BETTER SPACES & Design	Registered	75/464926 2224412
United States	BUILDERS SQUARE*	Renewed	73/489097 1395292
United States	BUILDERS SQUARE*	Registered	78/897996 3222820
United States	CLIQUIDATE	Registered	78/527494 3178088
United States	DIAMOND BAY	Allowed	78/637797
United States	DIAMOND BAY FAN COMPANY	Allowed	78/637805
United States	HARRY HOMEOWNER	Allowed	78/730055
United States	HECHINGER	Renewed	73/139054 1101798
United States	HECHINGER	Published	78/898,040
United States	HECHINGER	Published	78/898,020
United States	HOMECLICK	Registered	76/514534 2836197
United States	KNOSANDTHINGS.COM	Registered	78/578566 3059078
United States	POOLCLICK.COM	Registered	78/527518 3137005
United States	YARD STAR	Published	78/637810
United States	HOME QUARTERS WAREHOUSE	Registered	73/718779 1515993
United States	HQ	Registered	73/719397 1522206
United States	HQ HOME QUARTERS WAREHOUSE & Design	Registered	73/718780 1515994
United States	THE WORLD'S MOST UNUSUAL LUMBERYARDS	Renewed	73139053 1101797
Canada	HOMECLICK	Registered	1282658 TMA690447
Canada	BUILDERS SQUARE	Pending	1327276
United Kingdom	BUILDERS SQUARE*	Renewed	1382391
State - Wisconsin	WISCONSIN'S ORIGINAL OFFICE SUPPLY WAREHOUSE	Registered	WI045204

Common Law Trademarks

- ABSOLUTEHOME
- ABSOLUTEHOME & Design
- BARBECUES.COM
- BARBECUES.COM & Design
- HECHINGER
- HECHINGER & Design
- HOMECLICK
- HOMECLICK & Design
- KNOSANDTHINGS.COM
- KNOSAND,THINGS.COM & Design
- Misc. Design (Blue Square with a screw in the top left corner and bottom right corner)
- Misc. Design (Head of screw with the line on a slant)
- POOLCLICK & Design
- THE WORLD'S MOST UNUSUAL HARDWARE SITE
- YOUR BACKYARD ENTERTAINING SOURCE
- YOUR ONLINE SOURCE FOR ABSOLUTELY EVERYTHING IN YOUR HOME