

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Home Interiors & Gifts, Inc.		02/05/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Domistyle, Inc.
Street Address:	4835 LBJ Freeway
Internal Address:	Suite 800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2899574	CANDELARIA
Registration Number:	2957756	CANDELARIA DOMISTYLE
Registration Number:	2957757	CANDELARIA DOMISTYLE
Registration Number:	2922659	CANDELARIA HOME
Registration Number:	3055924	DOMISTYLE
Registration Number:	3055925	DOMISTYLE DEFINING DECOR

CORRESPONDENCE DATA

Fax Number: (214)740-3241
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-563-0953
 Email: brian@hermeslegal.com
 Correspondent Name: Brian L. Hermes
 Address Line 1: 500 N. Akard Street
 Address Line 2: Suite 3240

OP \$165.00 2899574

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:

Brian L. Hermes

Signature:

/brian hermes/

Date:

06/23/2009

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is executed as of this 5th day of February, 2009, by **HOME INTERIORS & GIFTS, INC.**, a Texas corporation ("*Assignor*"), and delivered to, and in favor of **DOMISTYLE, INC.**, a Texas corporation (together with its Affiliates, "*Assignee*"), pursuant to that certain Stock Purchase Agreement, dated as of February 2, 2009, by and among Assignor, DLC Acquisition, LLC, a Texas corporation, and Ann Buell 2009 Children's Trusts (the "*Purchase Agreement*"). Any capitalized term used but not defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

Recitals

WHEREAS, Assignor filed for protection under Chapter 11 of the United States Bankruptcy Code on April 28, 2008 in Case Nos. 08-31961-BJH-11 et. al. pending under Chapter 11 of the Bankruptcy Code and jointly administered in the United States Bankruptcy Court for the Northern District of Texas (the "*Bankruptcy Court*");

WHEREAS, Assignor's affairs are managed by Mr. Dennis Faulkner as Chapter 11 Trustee, who was appointed by the Bankruptcy Court on November 26, 2008;

WHEREAS, upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor agreed to sell and convey to Assignee, all right, title and interest in and to the marks and names, for use alone or in conjunction with other marks and names, as set forth on **Schedule A** attached hereto and made a part hereof (hereinafter referred to as the "*Marks*").

NOW, THEREFORE, Assignor and Assignee, intending to be legally bound hereby, and pursuant to the terms of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, and Assignee hereby purchases and acquires from Assignor, all of Assignor's rights, title and interest in and to (a) the Marks, along with the goodwill associated with the Marks and including all applications for registrations and re-registrations for the Marks, to have and to hold the same, together with any and all rights, including, without limitation, common law rights, pertaining thereto to the end of the terms for which the said Marks have been or will be granted and any extensions thereof; and (b) without limitation to the foregoing, all of Assignor's right, title and interest in and to any and all causes of action, claims, demands or other rights occasioned from or because of any and all past, present and future infringement of any of the Marks, including, without limitation, all rights to recover damages (including, without limitation, attorneys' fees), profits and injunctive or other relief for such infringement, with the right to sue for, and collect the same for its own use and benefit.
2. Assignee Acceptance. Assignee hereby accepts the foregoing sale, assignment, transfer and conveyance of Assignor's rights, title and interest in the Marks.

3. Purchase Agreement. This Assignment is being executed and delivered pursuant to, and shall be construed in accordance with, the Purchase Agreement. The parties hereby agree and acknowledge that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded by this Assignment, but shall remain in full force and effect to the full extent provided therein.

4. Recordation and Issuance. Assignor hereby authorizes the United States Commissioner of Patents and Trademarks, and as appropriate, the respective trademark offices or governmental agency in each jurisdiction other than the United States, to record this assignment and requests any official whose duty it is to issue registrations for trademarks and/or service marks to issue each and every such registration to be granted upon the Marks in any and all countries, in the name of the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment. The Assignee shall have the right to file trademark applications in any country based on the Marks.

5. Further Assurances. Assignor hereby agrees that it shall from time to time, at the request of the Assignee, promptly execute and deliver, or cause to be executed and delivered, such instruments, applications and documents, and take such other actions as the Assignee may reasonably request, in order to (a) vest fully and effectively in Assignee all of Assignor's rights in the Marks, (b) aid in securing and maintaining protection for the Marks throughout the world, including, without limitation, cooperating, at Assignee's expense, in any proceedings involving examinations, opposition and cancellation proceedings, priority contests, interferences, court actions and the like, and (c) otherwise consummate more effectively the transactions contemplated hereby.

6. Amendments. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto.

7. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

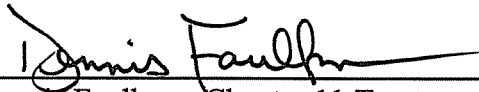
9. Governing Law; Headings. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without giving effect to the conflict of laws rules thereof. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

10. Counterparts. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

[Signature Page Follows]

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

HOME INTERIORS & GIFTS, INC.

By: 
Dennis Faulkner, Chapter 11 Trustee

DOMISTYLE, INC.

By: _____
Brenda Buell, President

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

HOME INTERIORS & GIFTS, INC.

By: _____
Dennis Faulkner, as Chapter 11 Trustee

DOMISTYLE, INC.

By: Brenda Buell
Name: Brenda Buell
Title: President

SCHEDULE A

MARKS

Registrations

COUNTRY	MARK	REG. NUMBER	REG. DATE
US	CANDELARIA	2899574	
US	CANDELARIA DOMISTYLE	2957756	
US	CANDELARIA DOMISTYLE - DESIGN	2957757	
US	CANDELARIA HOME	2922659	
US	DOMISTYLE	3055924	
US	DOMISTYLE DEFINING DECOR	3055925	

and all foreign registrations and rights, if any, relating to the above-referenced Marks.