

TO: COMPANY:

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ATTORNEY DOCKET NUMBER:	.03031.019037
NAME OF SUBMITTER:	Vicky R. Bantug, Paralegal
Signature:	/Vicky R. Bantug/
Date:	07/10/2006
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TRADEMARK

EXECUTION COPY

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into as of this first day of May, 2006, by and between Home Decorators Collection, Inc., a Delaware corporation, HDC Asia, Ltd., a Missouri corporation, HDC Retail, L.L.C., a Missouri limited liability company, HDC China, L.L.C., a Missouri limited liability company (collectively hereinafter "Assignor"), and Homer TLC, Inc., a Delaware corporation (hereinafter "Assignee"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in that certain Asset Purchase Agreement dated as of April 24, 2006 (the "Asset Purchase Agreement"), to which Assignor and Assignee are parties.

WHEREAS, Assignor owns all right, title, and interest in, to, and under the Marks (defined below) listed on Schedule A; and

WHEREAS, the Asset Purchase Agreement provides for, among other things, the assignment of its rights in the Marks from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Pursuant to and in compliance with the Asset Purchase Agreement, Assignor, for the good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey, quitclaim and deliver unto Assignee (i) all of Assignor's right, title and interest (including, without limitation, all Intellectual Property rights) in and to the trademarks, service marks, trade names and logos (collectively, the "Marks") listed on Schedule A attached hereto and incorporated herein by this reference, including any and all registrations and applications for registration therefore, (ii) all goodwill associated with the Marks, and (iii) all rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present and future infringements or misappropriation of the Marks, or injury to the goodwill associated with the Marks, in perpetuity (or for the longest period of time otherwise permitted by law) and all goodwill generated thereby shall be the sole property of Homer TLC and inure to the benefit of Homer TLC.

And by this covenant the Assignor agrees to execute or procure any further necessary assurance of its title to the Marks; and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect Assignee's rights to the Marks in Assignee, its successors, assigns or other legal representatives; and upon the request of said Assignee, will execute any additional applications for registration, or any part or parts thereof; and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation, but at the expense of said Assignee, its successors, assigns, or other legal representatives.

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This Trademark Assignment shall be governed by and construed in accordance with the laws of the laws of the United States of America and the laws of the State of Delaware, without regard to its conflict of law principles.

HOME DECORATORS COLLECTION, INC. HOMER TLC, INC.

By: [Signature]
Name: W. Grant Williams
Title: Chairman

By: _____
Name: _____
Title: _____

HDC ASIA, LTD.

By: [Signature]
Name: W. Grant Williams
Title: Chairman

HDC RETAIL, L.L.C.

By: [Signature]
Name: W. Grant Williams
Title: Chairman

HDC CHINA, L.L.C.

By: [Signature]
Name: W. Grant Williams
Title: Chairman

[Signature Page to Trademark Assignment]

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This Trademark Assignment shall be governed by and construed in accordance with the laws of the laws of the United States of America and the laws of the State of Delaware, without regard to its conflict of law principles.

HOME DECORATORS COLLECTION, INC. HOMER TLC, INC.

By: _____
Name:
Title:

By: 
Name: Steven M. Levy
Title: President

HDC ASIA, LTD.

By: _____
Name:
Title:

HDC RETAIL, L.L.C.

By: _____
Name:
Title:

HDC CHINA, L.L.C.

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

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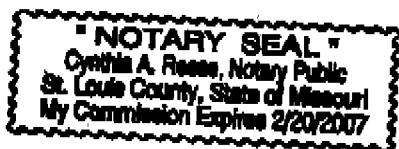
STATE OF Missouri)
CITY OF St. Louis) as:

On this 28th day of April, 2006, before me, a Notary Public, personally appeared W. Grant Williams II personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Cynthia A. Reese
Notary Public in and for said County and State

My Commission Expires February 20, 2007



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Schedule A

MARKS

Mark	Serial Number	Status	Registration Number	Registration Date or Application Filing Date
Home Decorators	78-530781	Registered	3065495	03/07/06
Where Value and Selection Come Home	78-313398	Registered	2893525	10/12/04
Home Decorators Catalog Outlet	75-624941	Registered	2321232	02/22/00
Home Decorators Collection	75-113766	Registered	2065028	05/27/97
Home Decorators Collection	74-664130	Registered	2098565	09/23/97
Home Decorators Collection	74-800702	Registered	2136523	02/17/98
Where Value and Selection Come Home	78-829879	Pending	N/A	03/06/06
Home Decorators Collection	78-831433	Pending	N/A	03/07/06

TRADEMARK