

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		06/10/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Exclusive Funding LLC		
Street Address:	815 Saint Katherine Drive		
Internal Address:	Attn: Frank Melkonian		
City:	La Canada		
State/Country:	CALIFORNIA		
Postal Code:	91011		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2314468	CLOSET WORLD	
Registration Number:	2517356	DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!	
Registration Number:	2517357	DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!	
Registration Number:	2517358	DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!	
Registration Number:	2517354	ORGANIZE YOUR HOME!	
Registration Number:	2547114	ORGANIZE YOUR HOME!	
Registration Number:	2314268	ONE EARTH	
Registration Number:	2517355	ORGANIZE YOUR HOME!	
Serial Number:	78395384	HEMOCLOSETS	
Registration Number:	1662837	CLOSET DIMENSIONS	
Registration Number:	1719212	CLOSETS BY DESIGN	

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Registration Number:	2445867	CLOSETS BY DESIGN FOR HOME, BUSINESS AND MOSTLY PLEASURE
Registration Number:	1863355	ALL AMERICAN GARAGE CABINETS
Registration Number:	1886736	EUROECONOMY
Registration Number:	1890697	EUROSTANDARD
Registration Number:	1886735	EURODELUXE
Serial Number:	78291355	CLOSETS BY DESIGN
Serial Number:	78395414	CD CLOSETBYDESIGN
Serial Number:	78395324	HOME ORGANIZERS

CORRESPONDENCE DATA

Fax Number: (310)229-1972
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 310-788-1272
Email: jehrich@kayescholer.com
Correspondent Name: Judi Ehrlich - Kaye Scholer LLP
Address Line 1: 1999 Avenue of the Stars
Address Line 2: 17th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	01654 JUDI EHRLICH
NAME OF SUBMITTER:	Judi Ehrlich
Signature:	/judi ehrlich/
Date:	06/24/2010

Total Attachments: 6
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Assignment Agreement

This Assignment Agreement (this "Assignment Agreement") is entered into as of June ¹⁰/~~8~~, 2010 by and between Madison Capital Funding LLC ("Assignor") and Exclusive Funding LLC ("Assignee"). Reference is made to the Credit Agreement dated as of June 30, 2004 (as amended or otherwise modified from time to time, the "Credit Agreement") among Home Organizers Inc. ("Borrower"), the financial institutions party thereto from time to time, as Lenders, and Madison Capital Funding LLC, as Agent. Reference is further made to that certain Purchase Option Agreement dated as of June 8, 2010 (as amended or otherwise modified from time to time, the "Purchase Option Agreement") between Assignor and Assignee. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Credit Agreement.

Assignor and Assignee agree as follows:

1. Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from Assignor, without recourse, representation or warranty (except as expressly set forth herein), the interests set forth on the schedule attached hereto, in and to Assignor's rights and obligations under the Credit Agreement and the Loan Documents as of the Effective Date (as defined below). Such purchase and sale is being made pursuant to the Purchase Option Agreement, and shall be subject to all of the terms and conditions of the Purchase Option Agreement.
2. Assignor (i) represents and warrants that it is legally authorized to enter into this Assignment Agreement; (ii) represents that as of the Effective Date, that it is the legal and beneficial owner of the interests assigned hereunder free and clear of any encumbrance, security interest or lien created by Assignor, (iii) represents and warrants that the Credit Agreement and other Loan Documents provided to Assignee are what the Assignor believes are the current Credit Agreement and other Loan Documents, but makes no other representation or warranty and assumes no responsibility with respect to any statement, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any Loan Documents or any other instrument or document furnished pursuant thereto; and (iv) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Loan Party or any other Person or the performance or observance by any Loan Party of its Obligations under the Credit Agreement or the Loan Documents or any other instrument or document furnished pursuant thereto.
3. Assignee (i) represents and warrants that it is legally authorized to enter into this Assignment Agreement; (ii) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant thereto and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (iii) agrees that it will, independently and without reliance upon Agent, Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iv) appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (v) agrees that it will perform in accordance with their terms all obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender; and (vi) represents that on the date of this Assignment Agreement it is not presently aware of any facts that would cause it to make a claim under the Credit Agreement.
4. The effective date for this Assignment Agreement shall be as set forth on the schedule attached hereto (the "Effective Date"). Following the execution of this Assignment Agreement, it will be delivered to Agent for acceptance by Agent pursuant to the Credit Agreement.

5. Upon such acceptance, from and after the Effective Date, (i) Assignee shall be a party to the Credit Agreement and, have the rights and obligations of a Lender thereunder and (ii) Assignor shall, to the extent provided in this Assignment Agreement, relinquish its rights (other than indemnification and reimbursement rights, it being expressly agreed and understood that no such rights to which Assignor shall remain entitled may be modified in any respect without the prior written approval of Assignor) and be released from all of its obligations under the Credit Agreement.

6. Upon such acceptance, from and after the Effective Date, Agent shall make all payments in respect of the interest assigned hereby (including payments of principal, interest, fees and other amounts) to Assignee. Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to the Effective Date with respect to the making of this assignment directly between themselves.

7. Each of Assignee and each Loan Party (collectively, the "Parties" and each a "Party") hereby releases Madison Capital Funding LLC, in all of its respective capacities under the Loan Documents, and its respective affiliates and subsidiaries and all of their respective officers, directors, employees, shareholders, attorneys, advisors, consultants, agents and representatives as well as their respective predecessors, successors and assigns (the "Madison Released Parties") from any and all claims, counterclaims, rights of offset, obligations, other rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which such Party ever had, now has or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Agreement or any of the other Loan Documents; provided, however, that nothing contained in this Section 7 shall be deemed to constitute a release by any Party of any claim or cause of action to the extent based on fraud or any violation of the express terms hereof including the express representations made hereunder. In furtherance of the foregoing, each Party represents and warrants that, as of the date hereof, such Party has not assigned or otherwise transferred any of the claims being released pursuant to the provisions of this Section 7. Notwithstanding anything in this Section 7 to the contrary, nothing in this Section 7 shall be deemed to constitute any Party's release of (i) SKM EQUITY FUND III, L.P. a Delaware limited partnership; (ii) SKM INVESTMENT FUND, a Delaware general partnership; (iii) SKM GROWTH INVESTORS, LLC, a Delaware limited liability company, (iv) SKM INVESTMENT FUND II, a general partnership, (v) PARALLEL INVESTMENT PARTNERS, L.P., a Delaware limited partnership, (vi) APAX PARTNERS, a Delaware limited partnership, (vii) APAX PARTNERS, L.L.C., a Delaware limited liability company, (viii) APAX PARTNERS, INC., a Delaware corporation, (ix) SKM GROWTH INVESTORS, L.P., a Delaware limited partnership, (x) any affiliates of any of the foregoing described in (i) through (ix) above (collectively, the "Excluded Parties"); or (xi) any of the officers, directors, employees, shareholders, members, agents and representatives as well as their respective successors and assigns, of any of the Excluded Parties.

8. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

9. This Agreement, as well as the Purchase Option Agreement and the Exhibits (including the schedules) thereto, sets forth in full the terms of agreement between the parties with respect to the transactions contemplated herein and is intended as the full, complete and exclusive contract governing the relationship between the parties with respect to the transactions contemplated herein, superseding all other discussions, promises, representations, warranties, agreements and understandings, whether written or oral, between the parties with respect thereto. No term of this Agreement may be waived, modified or amended except in a writing signed by the party against whom enforcement of the waiver, modification or amendment is sought.

The parties hereto have caused this Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

MADISON CAPITAL FUNDING LLC

By: James C. Rowley
Title: Senior Vice President

ASSIGNEE:

EXCLUSIVE FUNDING LLC

By: _____
Title: _____

Acknowledged and Agreed:

Madison Capital Funding LLC,
as Agent

By: James C. Rowley
Title: Senior Vice President

HOME ORGANIZERS INC.

By: [Signature]
Name: MARY RILEY
Title: 2nd VP

CLOSET WORLD, INC.

By: [Signature]
Name: MARY RILEY
Title: 2nd VP

The parties hereto have caused this Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

MADISON CAPITAL FUNDING LLC

By: James C. Brown
Title: Senior Vice President

ASSIGNEE:

EXCLUSIVE FUNDING LLC

By: [Signature]
Title: Partner / Manager

Acknowledged and Agreed:

Madison Capital Funding LLC,
as Agent

By: James C. Brown
Title: Senior Vice President

HOME ORGANIZERS INC.

By: _____
Name: _____
Title: _____

CLOSET WORLD, INC.

By: _____
Name: _____
Title: _____

CBD LAS VEGAS LLC

By: MW
Name: MARY RIEMAN
Title: EX VP

CLOSETS BY DESIGN, INC.

By: MW
Name: MARY RIEMAN
Title: EX VP

CLOSET DIMENSIONS, INC.

By: MW
Name: MARY RIEMAN
Title: EX VP

CBD FRANCHISING, INC.

By: MW
Name: MARY RIEMAN
Title: EX VP

HOME CLOSETS, INC.

By: MW
Name: MARY RIEMAN
Title: EX VP

CLOSET WORLD ARIZONA LLC

By: MW
Name: MARY RIEMAN
Title: EX VP

Schedule to Assignment Agreement

Assignor: Madison Capital Funding LLC

Assignee: Exclusive Funding LLC

Effective Date: June ¹⁹ 2010

Credit Agreement dated as of June 30, 2004 among Home Organizers Inc., as Borrower, the financial institutions party thereto from time to time, as Lenders, and Madison Capital Funding LLC, as Agent

Interests Assigned:

Commitment/Loan	Revolving Loan Commitment	Term A Loan	Term B Loan
Assignor Amounts	100%	100%	100%
Amounts Assigned	100%	100%	100%
Assignee Amounts (post-assignment)	100%	100%	100%

Assignee Information:

Address for Notices:

815 Saint Katherine Drive

La Canada, California 91011

Attention: Frank Melkonian

Telephone: 818-790-5571

Telecopy: 818-790-5582

Address for Payments:

Bank: Wells Fargo

ABA #: 121-000248

Account #: 2223175890

Reference: Exclusive Funding LLC