

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Product Deveopment Workshop, LLC		06/21/2007	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Wilton Industries, Inc.		
Street Address:	2240 W. 75th Street		
City:	Woodridge		
State/Country:	ILLINOIS		
Postal Code:	60517		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2684482	WOVO	
CORRESPONDENCE DATA			
Fax Number:	(630)810-2714		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	630-810-2742		
Email:	ssheehan@wilton.com		
Correspondent Name:	Wilton Industries, Inc.		
Address Line 1:	2240 W. 75th Street		
Address Line 4:	Woodridge, ILLINOIS 60517		
ATTORNEY DOCKET NUMBER:	WOVO ASSIGNMENT		
NAME OF SUBMITTER:	Susan Sheehan		
Signature:	/susan sheehan/		
Date:	02/02/2009		

CH \$40.00 2684482

Total Attachments: 1
source=PDW Bill of Sale#page1.tif

BILL OF SALE

THIS BILL OF SALE, dated June 21, 2007, is made by PRODUCT DEVELOPMENT WORKSHOP, LLC, a New York limited liability company ("Seller"), for the benefit of WILTON INDUSTRIES, INC., a Delaware corporation ("Wilton").

Seller, for and in consideration of (i) Wilton's agreement to continue to market and sell the Products described in the Amended and Restated Product Development Agreement (the "Amended and Restated Agreement") dated as of June 21, 2007 by and among Wilton, Seller, Sam Farber and John Farber and (ii) Wilton's payment of commissions under the Amended and Restated Agreement and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by Seller, does hereby grant, convey, transfer, assign and deliver unto Wilton, its successors and assigns, free and clear of all liens, charges and encumbrances, all of Seller's right, title and interest in and to the intellectual property associated with the Existing Products (as such term is defined in the Amended and Restated Agreement), including, but not limited to, the trademark "Wovo", brand names, trademarks, patents, trade styles, copyrights, designs, trade secrets and proprietary information (the "Purchased Assets").

TO HAVE AND TO HOLD the Purchased Assets unto Wilton, its successors and assigns, to and for its own use and benefit forever.

Seller does, for itself and its successors and assigns, represent, warrant and agree with Wilton, its successors and assigns, that Seller is the lawful owner of and has full right, title and interest to the Purchased Assets; that all of the Purchased Assets are free and clear of all liens, charges and encumbrances; and that Seller has the legal right to sell, grant, convey, transfer, assign and deliver the Purchased Assets as aforesaid.

Seller agrees to convey the Purchased Assets for the consideration set forth herein, notwithstanding the terms of the Product Development Agreement dated as of April, 2001 among Wilton, Seller and Sam Farber, the buy-out terms of which are hereby waived by Seller, in consideration of Wilton's entry and commitments under the Amended and Restated Agreement.

IN WITNESS WHEREOF, Seller has duly executed this instrument this 21st day of June, 2007.

PRODUCT DEVELOPMENT WORKSHOP, LLC

By: [Signature]
Its: MANAGING DIRECTOR

ATTEST:

By: [Signature]
Its: Corporate Secretary

723936-1