

05-28-1998



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PT AND TRADEMARK OFFICE

COVER SHEET FOR RECORDAL OF DOCUMENT (TRADEMARK)

D#

MACO 5-18-98

Hon. Commissioner of Patents and Trademarks
Assignment Branch
Washington, D.C. 20231

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents and Trademarks, Assignment Branch, Washington, D.C. 20231 on 5/12/98.

By

Sir:

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

(1) Name Of Party Conveying The Interest:

La-Z-Boy Incorporated
1284 N. Telegraph Road
Monroe, Michigan 48162-3390

(2) Name And Address Of Party Receiving The Interest:

LZB Properties, Inc.
1284 N. Telegraph Road
Monroe, Michigan 48162-3390

(3) Description Of The Transaction To Be Recorded:

Assignment License
 Change of Name Other _____

(4) Application(s) And/Or Trademark Registrations Which Enclosure Is To Be Recorded:

Serial Numbers 75/048,634, filed January 22, 1996 and 75/048,632, filed January 22, 1996.
 Application being filed concurrently herewith.
 Registration Number _____, registered _____.

05/27/1998 DCOATES 00000181 75048634

01 FC:481
02 FC:482

40.00 OP
25.00 OP

(5) **Name And Address Of The Party To Whom Correspondence Concerning The Request To Record Should Be Mailed:**

Paul A. Keller
Harness, Dickey & Pierce, P.L.C.
P.O. Box 828
Bloomfield Hills, MI 48303

(6) **Number Of Applications and/or Trademark Registrations Identified In The Cover Sheet And Total Recordal Fee:**

Number of Applications/Trademark Registrations: 2

Total Recordal Fee Enclosed: . . . \$65.00

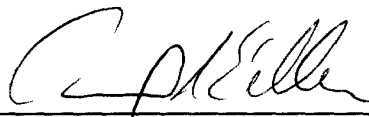
(7) **Date(s) The Document Was Executed:** May 4, 1998

To the best of my knowledge and belief, the foregoing information is true and correct, and if the attached is not an original document, the undersigned verifies that it is a true copy of the original.

If, for some reason, Applicant(s) has/have not paid a sufficient fee, please charge our Deposit Account No. 08-0750 for any further fees which may be due. A duplicate copy of this document is enclosed.

Respectfully submitted,

Date: May 12, 1998

By: 
Paul A. Keller
Reg. No. 29,752
Attorney for Applicant(s)

PAK/ATW/cmb
Attorney Docket Nos. 1202T-200203
and 1202T-200205



ASSIGNMENT

ASSIGNMENT made this 4th day of May, 1998, by and between LA-Z-BOY INCORPORATED ("Assignor"), a Michigan corporation having its principal place of business at 1284 N. Telegraph Road, Monroe, Michigan 48162, and LZB PROPERTIES, INC. ("Assignee"), a Michigan corporation having its sole place of business at 1284 N. Telegraph Road, Monroe, Michigan 48162.

WHEREAS, Assignor owns and is using the service marks **HTTP://WWW.LAZBOY.COM** and **LAZBOY.COM** (collectively, the "Marks") in the United States.

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith.

NOW, THEREFORE, in consideration of ten (10) dollars and other good and valuable consideration, including the previously given shares of Common Stock of LZB PROPERTIES, INC., the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of its rights, title and interests in and to the Marks and applications identified therefor in Schedule A together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor warrants that it has good and valid title to the Marks, including the applications therefor.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all this in privity therewith.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, to issue any and all Certificates of Registration on said applications, and on any renewal applications therefore, to LZB PROPERTIES, INC. as Assignee of the entire interest. Assignor hereby covenants that it has full right to convey the entire interests herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.


LA-Z-BOY INCORPORATED

By: Gerald L. Kiser
Gerald L. Kiser
Its President and Chief Operating Officer

By: F.H. Jackson
F.H. Jackson
Its Vice President Finance

State of Michigan)
) ss.
County of Monroe)

Gerald L. Kiser, being duly sworn, did depose and say this 4 day of May, 1998, that he is an officer of LA-Z-BOY INCORPORATED; that he is authorized to execute this Assignment on behalf of said corporation; that he has read and signed the foregoing Assignment and knows and understands the contents thereof.




Notary Public
Monroe County, Michigan

My Commission Expires: 2-11-99
DIANE DONCOUSE
Notary Public, Monroe County, MI
My Commission Expires Feb. 11, 1999

State of Michigan)
) ss.
County of Monroe)

F.H. Jackson, being duly sworn, did depose and say this 4 day of May, 1998, that he is an officer of LA-Z-BOY INCORPORATED; that he is authorized to execute this Assignment on behalf of said corporation; that he has read and signed the foregoing Assignment and knows and understands the contents thereof.



Notary Public
Monroe County, Michigan

My Commission Expires: 2-11-99
DIANE DONCOUSE
Notary Public, Monroe County, MI
My Commission Expires Feb. 11, 1999

SCHEDULE A

U.S. PENDING TRADEMARK APPLICATIONS

Mark	Serial No.	Application Date
LAZBOY.COM	75/048,634	January 22, 1996
HTTP://WWW.LAZBOY.COM	75/048,632	January 22, 1996
