

FORM PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MKD 11-20-98
Erie Industries (1987) Incorporated
(Canadian Corporation)
New-Form Manufacturing Co. Ltd.
(Canadian Corporation)
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State Canada
[] Other

2. Name and address of receiving party(ies)
Name: Furnishings International, Inc.
Internal Address:
Street Address: 4000 Lifestyle Court
City: High Point State: NC ZIP: 27265
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Delaware
[] Other

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of conveyance:
22
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

Execution Date: November 11, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 1,734,855 - LIFESTYLES

TM

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: 1

Name: Paul B. Bell, Esq.
ALSTON & BIRD LLP
Internal Address: P.O. Drawer 34009

7. Total fee (37 CFR 3.41).....\$ 40.00

[X] Enclosed

[] Authorized to be charged to deposit account

Street Address: 1211 E. Morehead Street

If additional fees are needed please use

City: Charlotte State: NC ZIP: 28234

8. Deposit account number:

06-0605

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Paul B. Bell

Signature

Nov. 19, 1998

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

TRADEMARK ASSIGNMENT

WHEREAS Erie Industries (1987) Incorporated ("Erie Industries"), a Canadian corporation having a principal place of business at P.O. Box 21040 Paris, Ontario, Canada N3L 4A5, was the exclusive owner of the entire right, title and interest in and to the trademark "LIFESTYLES" (the "Trademark") and the corresponding United States Trademark Registration therefor:

Trademark:	LIFESTYLES
Registration No.:	1,734,855
Registered:	November 24, 1992
Int. Class:	20 (Furniture)

AND WHEREAS Royal Bank of Canada held a General Security Agreement and a Security Agreement (Accounts Receivable) (the "Security Agreements") given by Erie Industries;

AND WHEREAS Erie Industries was in default in its obligations under the Security Agreements and Royal Bank of Canada entered into an agreement of purchase and sale with Erie Equipment Incorporated ("Erie Equipment"), a Canadian corporation having a principal place of business at 777 Laurel Street, Cambridge, Ontario, Canada N3H 4S3, for the sale of all assets of Erie Industries including all trademarks and trade names thereof, together with the goodwill of the business appurtenant to and symbolized by said Trademark, and thereby assigned, transferred and conveyed unto Erie Equipment the entire right, title and interest in and to the Trademark;

AND WHEREAS Royal Bank of Canada held a General Security Agreement and a Security Agreement (Accounts Receivable) (the "Security Agreements") each dated July 13, 1993 given by Erie Equipment;

AND WHEREAS Erie Equipment was in default in its obligations under the Security Agreements and Royal Bank of Canada appointed Ernst & Young Incorporated ("Ernst & Young"), having a principal place of business at Ernst & Young Tower, P.O. Box 251, Toronto-Dominion Centre, Toronto, Canada M5K 1J7, as receiver and manager with respect to the assets of Erie Equipment pursuant to the terms of the Security Agreements;

AND WHEREAS Ernst & Young, solely in its capacity as receiver and manager of all the assets, property and undertaking of Erie Equipment, entered into an agreement of purchase and sale on October 18, 1994 with New-Form Manufacturing Co. Ltd., having a principal place of business at 37 Pacific Avenue, P.O. Box 39, Milverton, Ontario, Canada N0K 1M0 (the "ASSIGNOR"), for the sale of all assets of Erie Equipment including all trademarks and trade names thereof, and thereby assigned, transferred and conveyed unto the ASSIGNOR the entire right, title and interest in and to the Trade-mark, together with the goodwill of the business appurtenant to and symbolized by said Trademark;

AND WHEREAS the ASSIGNOR has continued to use and is still using in the United States the Trademark "LIFESTYLES" in association with the goods for which said Trademark is registered under No. 1,734,855;

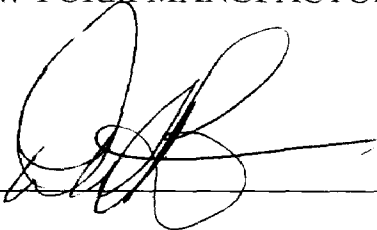
AND WHEREAS, Furnishings International, Inc., a Delaware corporation, having a principal place of business at 4000 Lifestyle Court, High Point, North Carolina 27265, (the "ASSIGNEE"), is desirous of acquiring the above-identified trademark and the corresponding United States Trademark Registration therefor;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and sell unto said ASSIGNEE the entire right, title, and interest in and to the above-identified trademark and the corresponding United States Trademark Registration therefor, together with the goodwill of the business appurtenant to and symbolized by said Trademark, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment and sale not been made.

ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by its duly authorized officer as of the 11 day of November, 1998.

NEW-FORM MANUFACTURING CO. LTD.



A handwritten signature in black ink, appearing to read 'David Boulanger', is written over a horizontal line. The signature is stylized and cursive.

By: David Boulanger
President