

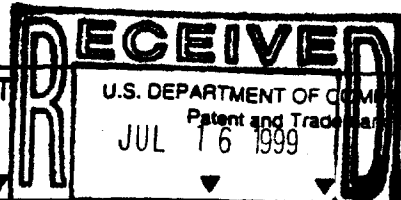
7-16-99
Tab settings → → → ▼

07-21-1999



101095943

R SHEET
ONLY



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

1. Name of conveying party(ies):

HomePlace Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: HomePlace of America, Inc.

Internal Address: _____

Street Address: 3200 Pottery Drive

City: Myrtle Beach State: SC ZIP: 29579

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: June 14, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,134,803; 2,090,092; 2,008,606;
2,008,607; 1,946,990; 1,399,882;
1,257,972

Additional numbers attached? Yes No

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

Name: E. Thomas Watson

Internal Address: 2500 Charlotte Plaza

Street Address: 201 South College Street

City: Charlotte State: NC ZIP: 28244

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): 2.6(b)6 \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

07/20/1999 DNGUYEN 00000358 2134803

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 150.00 DP

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.

E. Thomas Watson

Name of Person Signing

E. Thomas Watson
Signature

07/08/99

Date

Total number of pages comprising cover sheet:

TRADEMARK ASSIGNMENT

WHEREAS, Waccamaw Corporation, a South Carolina corporation ("Waccamaw"), is the owner of and has adopted, used and is currently using in its business the trademarks identified on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to a Merger Agreement dated March 16, 1999 by and among Waccamaw and HomePlace Holdings, Inc., a Nevada corporation (the "Merger Agreement"), Waccamaw agreed to convey the Trademarks to HomePlace of America, Inc. ("HomePlace") the corporation resulting of such merger; and

WHEREAS, Waccamaw has executed this Assignment pursuant to, and in accordance with, the Merger Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Waccamaw by these presents does hereby sell, assign and transfer unto HomePlace and its successors and assigns, Waccamaw's entire right, title and interest, including all registrations thereof and all common law rights, in and to the Trademarks, along with the goodwill of the business in connection with which the Trademarks are used, together with all claims for profits and damages by reason of past infringement, if any, of the Trademarks, with the right to sue for and collect the same for HomePlace's own use and advantage and for the use and advantage of HomePlace's successors, assigns or other legal representatives forever.

Waccamaw covenants that, subject to the terms and conditions of the Merger Agreement, it will do or cause to be done all such further acts, and shall execute and deliver, or cause to be executed and delivered, all deeds, transfers, assignments, conveyances, evidences of title, notices, powers of attorney, and assurances necessary or desirable to better assure and confirm HomePlace's title to the Trademarks.

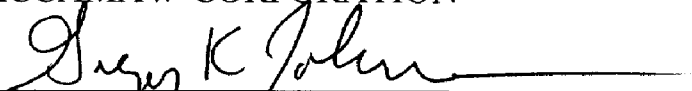
This Assignment shall be deemed to be effective as of and from the day hereof.

IN WITNESS WHEREOF, Waccamaw has caused this Assignment to be executed by the signature of its duly authorized representative, this 14 day of June, 1999.

[Corporate Seal]

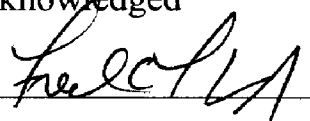
WACCAMAW CORPORATION

By:


Gregory K. Johnson

Title: President

Acknowledged

, Secretary

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Rita L. Smith, a Notary Public of said County and State, certify that Fred C. Thompson, Jr. personally appeared before me this day and acknowledged that he is Secretary of Waccamaw Corporation, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and official stamp or seal this the 18th day of June, 1999.

Rita L. Smith

Notary Public

My Commission expires: 12-5-99

[NOTARY SEAL]

EXHIBIT A

TRADEMARKS

<u>Mark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
Holiday Tidings	2,134,803	2/3/98
Club Decor	2,090,092	8/19/97
Waccamaw Your Home Superstore (logo)	2,008,607	10/15/96
Waccamaw Your Home Superstore	2,008,606	10/15/96
Decorate More, Pay Less	1,946,990	1/9/96
Waccamaw Linen	1,399,882	7/1/86
Waccamaw Pottery WP and design	1,257,972	11/15/83