

07-26-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

101414302

628100

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Name Eutorian Furnishings, Inc. Execution Date  
Month Day Year  
06 02 1999

Formerly Mohasco Upholstered Furniture Corporation

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name Stratford Upholstery Company, L.L.C.

DBA/AKA/TA 1201 West Bankhead Street

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) New Albany Mississippi 38821  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other limited liability company

Citizenship/State of Incorporation/Organization Delaware

**FOR OFFICE USE ONLY**

07/25/2000 NTHAI1 00000164 0772816  
01 FC:481 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 002108 FRAME: 0773

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
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**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Todd W. Burkett

\_\_\_\_\_  
Signature

June 28, 2000  
Date Signed

Name of Person Signing

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

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**Trademark Application Number(s)**

**Registration Number(s)**

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## ASSIGNMENT OF TRADEMARK

This Assignment dated as of June 2, 1999 is entered into by and between FUTORIAN FURNISHINGS, INC., a Delaware corporation ("Assignor") and STRATFORD UPHOLSTERY COMPANY, L.L.C., a Delaware limited liability company ("Assignee").

### PRELIMINARY STATEMENT

Assignor and Assignee are parties to the Asset Purchase Agreement dated May 28, 1999 (the "Agreement"), pursuant to which Assignor agreed to sell and assign to Assignee certain Intellectual Property assets of Seller, including certain trademarks and to assign to Assignee its right, title and interest therein and all licenses therefor, together with all goodwill therein or associated therewith.

NOW, THEREFORE, in consideration of mutual promises herein contained in the respective representations, warranties, covenants and agreements enumerated in the Agreement, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed in the Agreement.
2. **Assignment.** Assignor hereby assigns to Assignee all its right, title and interest in the trademark "STRATOROCKER" (the "Trademark"), together with all goodwill therein or associated therewith. The present assignment includes all rights and interests associated with the Trademark, including, without limitation, Assignor's common law rights and federal registration (Reg. No. 772,816), the right to sue for past trademark infringement and the right to claim prior use of the Trademark by Assignor as a basis for federal and/or state trademark registration or in connection with any infringement proceeding or claim of a third party with respect to the Trademark. In addition, any continued use by Assignor of the Trademark shall inure to the benefit of Assignee.
3. **Successors and Assigns.** This Assignment of Trademark shall be binding upon Assignor and shall be to the benefit of Assignee and its successors and assigns.

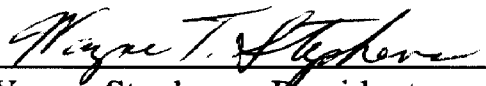
IN WITNESS WHEREOF, the undersigned has executed this Assignment of Trademarks of the date first above written.


**ASSIGNOR**

**ASSIGNEE:**

**FUTORIAN FURNISHINGS, INC.**

**STRATFORD UPHOLSTERY  
COMPANY, L.L.C.**

  
\_\_\_\_\_  
Wayne Stephens, President

  
\_\_\_\_\_  
Herb Hester, President