

08-29-2001



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TRADEMARK

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<b>Submission Type</b> <input checked="" type="checkbox"/> New <i>18/20/01</i> <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<b>Conveyance Type</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Agreement <input type="checkbox"/> Merger Effective Date Month Day Year _____ <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____
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**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
 Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other

Citizenship/State of Incorporation/Organization

**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  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

Citizenship/State of Incorporation/Organization

08/29/2001 J1ALLAN2 00000002 7302348

01 FC:481 40.00 OP  
02 FC:482 75.00 OP

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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: 002357 FRAME: 0530

**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

336-607-7300

Name

Andrew Roppel, Esq.

Address (line 1)

Kilpatrick Stockton LLP

Address (line 2)

1001 West Fourth Street

Address (line 3)

Winston-Salem, NC 27012

Address (line 4)

**Pages**

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

#

4

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

75852348

1402180

1920921

2018192

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

16-1435

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.

Andrew Roppel, Esq.



August 16, 2001

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING  
CERTAIN TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into effective as of the 31st day of July, 2001, by and between UNIVERSAL FURNITURE LIMITED, a Delaware corporation ("Assignor"), and UNIVERSAL FURNITURE INTERNATIONAL, INC., a Delaware corporation ("Assignee").

**WITNESSETH:**

WHEREAS, pursuant to Sections 2.1 of the Asset Purchase Agreement dated effective June 27, 2001, by and among the parties to this Agreement, Assignor is to assign to Assignee Assignor's rights, title and interests in certain Trademarks, and Assignee is to assume Assignor's obligations thereunder;

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration described in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, bargain, sell, convey, and transfer to Assignee all of Assignor's worldwide rights, titles, and interests in, and Assignee does hereby assume responsibility for, and agree to perform, pay and discharge, as and when due, all related liabilities and obligations arising as of or after the Closing Date, in each case with respect to the Trademarks listed on Schedule A attached hereto, and their respective Trademark applications and registrations, together with that portion of the goodwill of the business with which the Trademarks presently are used by Assignor and which is symbolized by the Trademarks, including any causes of action relating for violations of such Trademarks, and licenses with respect to the Trademarks listed on Schedule A.

Assignor and Assignee shall from time to time, upon the written reasonable request of the other party, promptly execute and deliver any and all such further instruments and documents as the requesting party may reasonably deem desirable in order to realize the full benefit of this Agreement and of the rights and powers set forth herein.

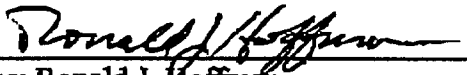
This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to procedural rules or legal principles respecting conflicts of laws.

Capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their authorized representatives as of the date first above written.

**UNIVERSAL FURNITURE LIMITED**

**UNIVERSAL FURNITURE  
INTERNATIONAL, INC.**

By:   
Name: Ronald J. Hoffman  
Title: Vice President and  
Chief Financial Officer

By:   
Name: Chou Li Hsu  
Title: President and Chief Executive Officer

SCHEDULE A

Registration/Apply No.	Registration Filing Date	Country	Goods	Status
Bay Pointe 1,920,921	9/19/95	USA	Furniture (Cl. 20)	Registered; Renewal Due 9/19/05
Carolina Home Collection 75/852,348	1/11/8/99	USA	Furniture (Cl. 20)	Pending -- Response to Office Action due 11/1/01
Collectables 74/501,605	3/18/94	USA	Furniture (Cl. 20)	Abandoned 3/28/98
Furniture That Always Says Welcome 75/759,207	7/23/99	USA	Furniture (Cl. 20)	Abandoned 11/3/00
Home Classics 75/759,206	7/23/99	USA	Furniture (Cl. 20)	Abandoned 10/25/00
Mission Classics 75/759,205	7/23/99	USA	Furniture (Cl. 20)	Abandoned 9/29/00
Universal 144,989	3/16/93	Australia	Furniture (Cl. 20)	Pending
	10/16/92	Austria	Fittings of metal for furniture (Cl. 6)	Registered; Renewal due 10/16/02
			Furniture, furniture parts; fittings not of metal for furniture (Cl. 20)	
Universal 442,400	4/28/95	Canada	Bedroom, dining room, living room, office and outdoor furniture (Cl. 20)	Registered; Renewal due 4/28/10
Universal 362,983	9/30/89	China	Furniture (Cl. 20)	Registered; Renewal due 9/30/09
Universal 183503	11/22/94	Ireland	Furniture (Cl. 20)	Registered; Renewal due 11/22/04
Universal 638338	12/23/92	Italy	Furniture (Cl. 20)	Registered; Renewal due 12/23/02
Universal	8/5/92	Japan	Furniture (Cl. 20)	Pending
Universal	8/30/93	Korea, South	Furniture (Cl. 20)	Pending
Universal	4/7/93	Malaysia	Furniture (Cl. 20)	Pending
Universal	3/18/93	New Zealand	Furniture (Cl. 20)	Pending
Universal 314/74	7/25/94	Saudi Arabia	Furniture, furniture parts and fittings (Cl. 20)	Registered; Renewal due 3/1/03
Universal	8/14/92	Singapore	Furniture (Cl. 20)	Pending
Universal	8/5/92	Sweden	Furniture (Cl. 20)	Pending
Universal 403,893	8/3/92	Switzerland	Furniture (Cl. 20)	Registered; Renewal due 8/3/12
Universal 1509653	7/31/92	United Kingdom	Furniture (Cl. 20)	Registered; Renewal due 7/31/02
Universal 1402180	7/22/86	USA	Bedroom, dining room, living room, office and outdoor furniture	Registered
Universal 2,018,192	11/19/86	USA	Furniture (Cl. 20)	Registered; Renewal due 11/19/06

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