

06-12-2002



102119065

RECORDATION COVER SHEET
TRADEMARKS ONLY

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

Submission Type

- New 6-6-02
- 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

Execution Date
Month Day Year
05-06-2002

Name

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)

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

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.)

Other

Citizenship/State of Incorporation/Organization

06/11/2002 TDIAZ1 00000045 76130627

FOR OFFICE USE ONLY

01 FC:481 40.00 OF
02 FC:482 175.00 OF

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: 002523 FRAME: 0579

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

214-855-7571

Name

Marc A. Hubbard

Address (line 1)

Munsch Hardt Kopf & Harr, P.C.

Address (line 2)

4000 Fountain Place

Address (line 3)

1445 Ross Avenue

Address (line 4)

Dallas, TX 75202-2790

Pages

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

#

6

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)

76/130.627		
76/299.813		
76/296.294		

1.888.498	2.543.012	
1,873,280	2.536.709	
2.564.807		

Number of Properties

Enter the total number of properties involved.

#

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

215.00

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:

#

13-4900

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.

Marc A. Hubbard

Name of Person Signing

Signature

May 23, 2002

Date Signed

**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING
CERTAIN TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into effective as of the 6th day of May, 2002, by and between UNIVERSAL FURNITURE LIMITED, a Delaware corporation ("Assignor"), and UNIVERSAL HARDWOOD FLOORING LP LLLP, a Delaware limited liability limited partnership ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated effective February 28, 2002 (the "Effective Date"), 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 right, title, and interest 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 Effective 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, the right to sue for and retain past damages, 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 Delaware, without giving effect to procedural rules or legal principles respecting conflicts of laws.

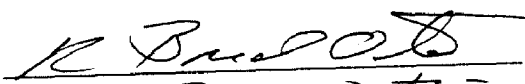
Capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

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 HARDWOOD FLOORING LP LLLP

By: 
Name: Catherine T. McGee
Title: Vice President, Treasurer and
Secretary

By: STONE ADVISORS UHF LLC
Its General Partner

By: 
Name: R. Brad Oates
Title: Manager

SCHEDULE A

See attached list of Trademarks

UNIVERSAL FLOORING
TRADEMARKS

Trademark	Registration No./Serial No.	Registration Date	Country	Goods	Status
BUILDER'S PRIDE	1888498	4/11/1995	USA	Class 19, wood flooring	Registered; Renewal due 4/11/05
CASTELLANO	76/130,627	9/19/2000	USA	Class 19, hardwood flooring	Pending; Response to Office Action filed 5/29/01
CHENAULT PLANK	76/245,489	4/24/2001	USA	Class 19, wood floor strips or planks; engineered wood floors	Pending; Response to Office Action filed 9/4/01
ESTATE PLANK	76/299,813	8/14/2001	USA	Class 19, wood floor strips or planks; engineered wood floors	Pending; Response to Office Action filed 10/2/01
RADCLIFF PLANK	76/296,294	8/7/2001	USA	Class 19; wood floor strips or planks' engineered wood floors	Pending; Response to office Action filed 10/12/01
UNIVERSAL		3/16/1993	Australia	Class 19; non-metallic building materials (flooring)	Pending
UNIVERSAL	147,759	6/23/1993	Austria	Class 19; building materials (not of metal); pipes (not of metal) for building purposes; buildings transportable (not of metal) monuments (not of metal); floors (not of metal)	Registered; Renewal due 6/23/03
UNIVERSAL	529,834	3/29/1993	Benelux	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 3/29/03
UNIVERSAL	477,061	6/2/1997	Canada	Class 19; wood flooring products, namely, plank and parquet flooring	Registered; Renewal due 6/2/12
UNIVERSAL			China	Class 19; non-metallic building materials (flooring)	Pending
UNIVERSAL	1383/94	3/4/1994	Denmark	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 3/4/04
UNIVERSAL	131,445	3/21/1994	Finland	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 3/21/04
UNIVERSAL	92409299	4/3/1992	France	Class 19; floors not of metal; floors of wood and wood substitutes; parquet flooring; parquet floorboards; furniture; furniture of wood and of substitutes of wood; glass (mirrors)	Registered; Renewal due 3/9/02
UNIVERSAL	2,067,905	6/15/1994	Germany	Class 19; nonmetallic building materials (flooring)	Registered; Renewal due 7/23/03

UNIVERSAL FLOORING
TRADEMARKS

Trademark	Registration No./Serial No.	Registration Date	Country	Goods	Status
UNIVERSAL		3/11/1993	Hong Kong	Class 19; non-metallic building materials (flooring)	Pending
UNIVERSAL			Ireland	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 3/26/03
UNIVERSAL	664171	4/5/1993	Italy	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 4/5/03
UNIVERSAL		5/28/1993	Japan	Class 19; non-metallic building materials (flooring)	Pending
UNIVERSAL	292,425	6/28/1994	Korea, South	Class 19; floorboards, doors, door frames, door handles, materials for floors, floor hinges, wooden tiles, wooden mouldings, wooden floors, wooden building materials, wooden building panels, wooden planks, wooden staircase, plywood, manufactured timbers, sawn timbers	Registered; Renewal due 6/28/04
UNIVERSAL	176704	8/27/1993	Mexico	Class 19	Pending
UNIVERSAL	163,746	7/14/1994	Norway	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 7/14/04
UNIVERSAL			Singapore	Class 19; non-metallic building materials (flooring)	Pending
UNIVERSAL	257,256	4/15/1994	Sweden	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 4/15/04
UNIVERSAL	409,253	3/26/1993	Switzerland	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 3/26/13
UNIVERSAL	1,873,280	1/10/1995	USA	Class 19, wood tile and plank flooring	Registered; Renewal due 1/10/05
UNIVERSAL (Stylized)	633,149	2/15/1994	Taiwan	Class 19; floorboards; doors; door frames, door panels; parquet flooring; wood mouldings; wooden building panels; wooden staircases; and veneers	Registered; Renewal due 2/15/04
VERSASTRIP	76/262,936	5/25/2001	USA	Class 19, wood floor strips or planks; engineered wood floors	Pending; Notice of Publication issued 11/14/01
WOODMASTER	A598435	3/16/1993	Australia	Class 19, flooring	Registered; Renewal due 3/16/03

UNIVERSAL FLOORING
TRADEMARKS

Trademark	Registration No./Serial No.	Registration Date	Country	Goods	Status
WOODMASTER	147,946	7/1/1993	Austria	Class 19; building materials (not of metal); pipes (not of metal) for building purposes; buildings transportable (not of metal); monuments (not of metal); floors (not of metal)	Registered; Renewal due 7/1/03
WOODMASTER	528,831	3/29/1993	Benelux	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 3/29/03
WOODMASTER	429,986	7/1/1994	Canada	Class 19; wood flooring materials namely plank and tile flooring	Registered; Renewal due 7/1/09
WOODMASTER		5/28/1993	China	Class 19, flooring	Pending
WOODMASTER	6326/93	9/3/1993	Denmark	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 9/3/03
WOODMASTER	132,913	7/20/1994	Finland	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 7/20/04
WOODMASTER	93471444	6/9/1993	France	Class 19, flooring	Registered; Renewal due 6/9/03
WOODMASTER	U8616/20WZ	3/26/1993	Germany	Class 19, flooring	Pending
WOODMASTER			Hong Kong	Class 19; non-metallic building materials (flooring)	Pending
WOODMASTER	156,974	3/26/1993	Ireland	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 3/26/03
WOODMASTER	323165	7/22/1994	Korea, South	Class 19; non-metallic building materials (flooring)	Pending
WOODMASTER		4/21/1993	Macau	Class 19; non-metallic building materials (flooring)	Pending
WOODMASTER		4/7/1993	Malaysia	Class 19; non-metallic building materials (flooring)	Pending
WOODMASTER	447131	11/24/1993	Mexico	Class 19; building materials (non-metallic); non-metallic rigid pipes for building; asphalt, pitch & bitumen; non-metallic transportable buildings; monuments, not of metal	Registered; Renewal due 8/27/03
WOODMASTER		3/18/1993	New Zealand	Class 19; non-metallic building materials (flooring)	Pending
WOODMASTER			Norway	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 5/26/04

UNIVERSAL FLOORING
TRADEMARKS

Trademark	Registration No./Serial No.	Registration Date	Country	Goods	Status
WOODMASTER		4/1/1993	Singapore	Class 19; non-metallic building materials (flooring)	Pending
WOODMASTER		6/17/1993	Spain	Class 19; non-metallic building materials (flooring)	Pending
WOODMASTER	257,257	4/15/1994	Sweden	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 4/15/04
WOODMASTER	412,394	3/26/1993	Switzerland	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 3/26/13
WOODMASTER			Taiwan	Class 59; floorboards, doors, door frames, door panels, parquet flooring	Registered; Renewal due 11/15/03
WOODMASTER		7/14/1993	Thailand	Class 19; non-metallic building materials (flooring)	Pending
WOODMASTER	1529687	3/15/1993	United Kingdom	Class 19; non-metallic building materials (flooring)	Registered; Renewal due 3/15/03
WOODMASTER	75/854,354	11/22/1999	USA	Class 19; flooring, namely wood tiles and plank flooring	Abandoned 1/5/01
WYNESLET BAY	76/295,929	8/7/2001	USA	Class 19, wood floor strips or planks; engineered wood floors	Pending; Notice of Publication issued 10/24/01