

08-09-2002



Express Mail Label No.: None

HEET

102184910

Box Assignment
Commissioner of Patents and Trademarks
Washington, DC 20231

July 29, 2002

Atty. Ref.: FS Item 45

Please record the attached original document or copy thereof.

Name of Conveying Party(ies): Anderson Hickey Company

- Individual(s) Corporation-State of Incorporation: Texas
- Association General Partnership Limited Partnership
- Other:

Name and Address of Receiving Party(ies):
FIRST SOURCE FURNITURE GROUP LLC
520 Royal Parkway
Nashville, Tennessee 37214

- Individual(s)-Citizenship:
- Corporation-State of Incorporation:
- Association General Partnership Limited Partnership
- Other: Limited Liability Company, State of Michigan

If Assignee is not domiciled in the U.S., a domestic representative designation (must be separate from Assignment) is attached: Yes No

Nature of Conveyance:

- Assignment Security Agreement Merger
- Change of Name Other:

Effective Date of Document: December 29, 2000

Trademark Application Numbers:
76/034 842

Trademark Registration Numbers:
2 202 701 and 2 306 467

Total Number of Applications and Registrations Involved: 3. An enclosed check includes the recording fee of \$90.00. The Commissioner is hereby authorized to credit any overpayment, or to charge any additional recording fee required by this paper, to Deposit Account No. 06-1382.

Mail correspondence concerning the document to:

FLYNN, THIEL, BOUTELL & TANIS, P.C.
2026 Rambling Road
Kalamazoo, MI 49008-1699

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.

Respectfully submitted

Dale H. Thiel

FLYNN, THIEL, BOUTELL & TANIS, P.C.
2026 Rambling Road
Kalamazoo, MI 49008-1699
Phone: (269) 381-1156
Fax : (269) 381-5465

Total number of pages, including cover sheet, attachments and documents: 6

DHT/jp

08/08/2002 TDIAZ1 00000041 76034842

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Encl: Certificate of Merger
Check
Postal Card

420.9510

MRD
8-6-02

RECEIVED
AUG 17



The State of Texas

SECRETARY OF STATE

CERTIFICATE OF MERGER

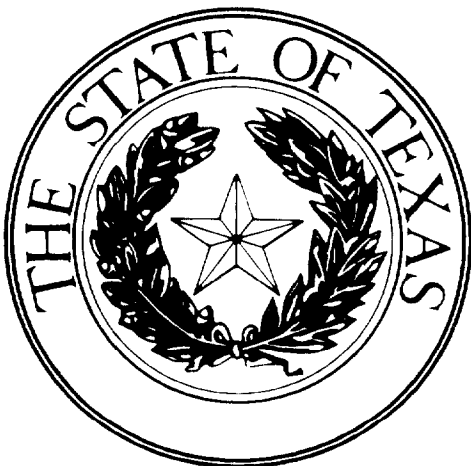
The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

ANDERSON HICKEY COMPANY
A Texas Corporation
with
FIRST SOURCE FURNITURE GROUP LLC
A Michigan No Permit Entity

have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Filed DECEMBER 18, 2000

Effective DECEMBER 29, 2000



Elton Bomer
Secretary of State
TRADEMARK

REEL: 002558 FRAME: 0473

ARTICLES OF MERGER

of

ANDERSON HICKEY COMPANY

into

FIRST SOURCE FURNITURE GROUP LLCFILED
In the Office of the
Secretary of State of Texas

DEC 18 2000

Corporations Section

Pursuant to Article 5.04 of the Texas Business Corporation Act ("Act"), the undersigned adopt the following Articles of Merger:

1. Anderson Hickey Company, a Texas corporation ("**Anderson Hickey**") and First Source Furniture Group LLC, a Michigan limited liability company ("**First Source**") have each approved a plan of merger in accordance with Article 5.03 of the Act ("**Plan**"). Under the Plan Anderson Hickey will be merged into First Source, which will be the surviving entity. A copy of the Plan is attached to these Articles.

2. An executed copy of the Plan is on file at the principal place of business of First Source, the address of which is 520 Royal Parkway, Nashville, Tennessee 37214.

3. First Source will furnish a copy of the Plan, on written request and without cost, to any shareholder of Anderson Hickey.

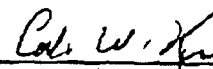
4. There are 100 issued and outstanding shares of the capital stock of Anderson Hickey. All of those shares were voted for the Plan.

5. The Plan was duly authorized by all action of First Source required by the laws of the State of Michigan and by its constituent documents.

6. First Source will be responsible for the payment of all fees and franchise taxes of Anderson Hickey and will be obligated to pay those fees and taxes if Anderson Hickey does not timely pay them.

ANDERSON HICKEY COMPANY

By

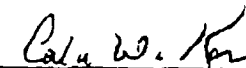


Calvin W. Kreuze, Vice President

FIRST SOURCE FURNITURE GROUP LLC

By Haworth, Inc., its sole member

By



Calvin W. Kreuze, Vice President

**PLAN OF MERGER OF
ANDERSON HICKEY COMPANY**

Into

FIRST SOURCE FURNITURE GROUP LLC

THIS IS A PLAN OF MERGER providing for the merger of **ANDERSON HICKEY COMPANY**, a Texas corporation ("Anderson Hickey") into **FIRST SOURCE FURNITURE GROUP LLC**, a Michigan limited liability company ("First Source").

ARTICLE I

First Source and Anderson Hickey (the "**Constituent Companies**") shall be merged into a single limited liability company, in accordance with the laws of the State of Michigan and the laws of the State of Texas by merging Anderson Hickey with and into First Source, which shall survive the merger.

ARTICLE II

The street address of the principal place of business of First Source is 520 Royal Parkway, Nashville, Tennessee 37214.

ARTICLE III

From and after the time when the merger becomes effective, in accordance with and as provided in the provisions of this Plan of Merger and the applicable provisions of the laws of the State of Michigan and the laws of the State of Texas (that time is referred to in this Plan of Merger as the "**Effective Date of the Merger**"):

1. The Constituent Companies shall be a single limited liability company, which shall be First Source, and the separate existence of Anderson Hickey shall cease.

2. First Source shall have all of the rights, privileges, immunities and powers and shall be subject to all of the duties and liabilities of a limited liability company under Michigan law and shall have and possess all of the rights, privileges, immunities and franchises, public or private, of each Constituent Company.

3. All property, real, personal and mixed, all debts due on whatever account, including subscriptions to shares, all rights of action and all other assets or interests of any description of or belonging to or due to each Constituent Company shall be transferred to and vested in First Source without further act or deed, and the title to any real estate, or any interest in real

estate, vested in either Constituent Company shall not revert or be in any way impaired because of the merger.

4. First Source shall be responsible and liable for all of the liabilities and obligations of each Constituent Company, and all debts, liabilities and duties of the Constituent Companies shall attach to First Source and may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred and/or contracted by it. A claim existing or action or proceeding pending by or against either Constituent Company may be prosecuted as if the merger had not taken place, and First Source may be substituted in the place of that Constituent Company. The rights of creditors and any lien upon the property of the Constituent Companies shall not be impaired by the merger.

5. All agreements of Anderson Hickey that were valid and effective immediately before the Effective Date of the Merger shall be considered to be the agreements of First Source and shall be as effective and binding upon First Source as they were with respect to Anderson Hickey.

6. The Operating Agreement of First Source, as existing on the Effective Date of the Merger, shall be the Operating Agreement of First Source until it is altered, amended or repealed.

ARTICLE IV

A copy of the Articles of Organization of First Source is attached to this Plan of Merger. No change is to be made in the Articles of Organization of First Source by reason of, or in connection with, the merger.

ARTICLE V

On the Effective Date of the merger, each of the 100 issued and outstanding shares of common stock of Anderson Hickey, all of which are owned by Haworth, Inc., shall be canceled, without the surrender of stock certificates or any other action. Haworth, Inc. shall continue as the sole member of First Source.

ARTICLE VI

Upon the Effective Date of the Merger (i) each asset of First Source and Anderson Hickey shall be taken up or continued on the books of First Source in the amount at which the asset was carried on the books of First Source or Anderson Hickey immediately before the Effective Date of the Merger and (ii) each liability and reserve of First Source and Anderson Hickey shall be taken up or continued on the books of First Source in the amount at which it was carried on the books of First Source or Anderson Hickey immediately before the Effective Date of the Merger.

ARTICLE VII

Anderson Hickey shall, from time to time, as and when requested by First Source or its successors or assigns, execute and deliver or cause to be executed and delivered all deeds, instruments, assignments and assurances that First Source considers necessary or desirable to vest in and confirm to First Source title to and possession of any property or rights of Anderson Hickey acquired or to be acquired by reason of or as a result of this merger, or otherwise to carry out the purposes of this Plan of Merger, and any person who, immediately before the Effective Date of the Merger, was an officer or director of Anderson Hickey is authorized in the name of Anderson Hickey to execute any and all such deeds, instruments, assignments and assurances and to take any and all such action.

ARTICLE VIII

This Plan of Merger shall be considered to be the Plan of Merger of the Constituent Companies upon (i) the approval or adoption of it by the sole member of First Source, the board of directors of Anderson Hickey and the sole shareholder of Anderson Hickey, in accordance with the requirements of the laws of the State of Michigan and the laws of the State of Texas and (ii) the filing and recording of all documents, and the doing of all acts and things that are required to accomplish the merger under the provisions of the applicable laws of the State of Michigan and the laws of the State of Texas.

ARTICLE IX

Notwithstanding anything contained in this Agreement and Plan of Merger, this Plan of Merger may, subject to the laws of the State of Michigan and the laws of the State of Texas, be amended, abandoned or postponed by the member of First Source and the Board of Directors of Anderson Hickey at any time before the Effective Date of the Merger for any reason they consider appropriate.

ARTICLE X

The Effective Date of the Merger shall be December 29, 2000.