

9.23.02

09-26-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102234012

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

1. Name of conveying party(ies):

Universal Furniture Limited 4000 Lifestyle Court High Point, NC 27265

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 03/26/2002

2. Name and address of receiving party(ies)

Name: BenchCraft, LLC

Internal

Address:

Street Address: One Berkline Drive

City: Morristown State: TN Zip: 37813

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other a Delaware Limited Liability Company

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

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

A. Trademark Application No.(s) SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE

Additional number(s) attached Yes No

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

Name: Steven D. Thomas

Internal Address:

Street Address: Moore & Van Allen, PLLC

2200 West Main Street, Suite 800

City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41) \$ 365.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2316

FINANCE SECTION

SEP 23 2002

9. Signature.

Steven D. Thomas Name of Person Signing

Signature

September 23, 2002 Date

DO NOT USE THIS SPACE

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/26/2002 INVELLER 00000037 1349437

01 FC:481 02 FC:482

40.00 OP 325.00 OP

BenchCraft Trademarks
Schedule A
U.S. Trademarks

Mark	Reg. No./ Reg. Date	App. No./ File Date	Comments	Country
A DEVOTION TO MOTION	1349437 7/16/85	73/515473 12/28/84	Registered	USA
BC [Image]	2016466 11/12/96	74/662678 4/17/95	Registered	USA
BC BENCHCRAFT [Image]	2014506 11/5/96	74/662679 4/17/95	Registered	USA
BENCHCRAFT	1528723 3/7/89	73/717468 3/18/88	Registered	USA
BENCHCRAFT [Image]	1531265 3/21/89	73/717469 3/18/88	Registered	USA
BENCHCRAFT [Image]	1267198 2/14/84	73/404429 12/2/82	Registered	USA
BENCHCRAFT	1292920 9/4/84	73/426948 5/23/83	Registered	USA
BENCHCRAFT [Image]	1444177 6/23/87	73/629186 11/7/86	Registered	USA
BENCH CRAFT, INC. [Image]	1225071 1/25/83	73/168780 5/2/78	Registered	USA
BENCHXPRESS & Design		75/698733 5/5/99	Published Allowed 9/19/00	USA
BRIGHT IDEAS		75/598901 12/2/98	Published Intent to Use Allowed 1/11/00	USA
CHADWICK	1329610 4/9/85	73/420855 4/11/83	Registered	USA
FEATHER-LUX	1924640 10/3/95	74/443136 10/1/93	Registered	USA
FEATHER-SOF	2025815 12/24/96	74/443134 10/1/93	Registered	USA

TRADEMARK, TRADE NAME AND ASSUMED NAME ASSIGNMENT

THIS TRADEMARK, TRADE NAME AND ASSUMED NAME ASSIGNMENT

(the "Assignment") is made and entered into as of this 26th day of March, 2002, ("Effective Date"), by and between Universal Furniture Limited, a Delaware corporation, with its principal office at 4000 Lifestyle Court, High Point, North Carolina 27265 USA ("Assignor"), and BenchCraft, LLC, a Delaware limited liability company, with its principal office at One Berkline Drive, Morristown, Tennessee 37813 USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 6, 2002, ("Asset Purchase Agreement"), pursuant to which, Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Asset Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedule A and the foreign trademark registrations and applications for registrations identified and set forth on Schedule B (collectively for Schedules A and B, the "Marks"), and various trade names and assumed names, identified and set forth on Schedule C, including variations thereof (collectively, the "Trade/Assumed Names"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, arising from the Trademarks including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade/Assumed Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks or the Trade/Assumed Names; (2) in the

