

09-27-2002



102235367

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

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

1. Name of conveying party(ies):

The Berkline Corporation One Berkline Drive Morristown, Tennessee 37813

9-23-02

- 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: TBC Acquisition, 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:

21

7. Total fee (37 CFR 3.41): \$ 540.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2316

DO NOT USE THIS SPACE

9. Signature.

09/26/2002 DBYRNE 00000110 76148234

Steven D. Thomas Name of Person Signing

Signature

September 23, 2002

Date

Total number of pages including cover sheet, attachments, and document: 7

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

OFFICE OF RECORDS SEP 23 AM 11:56 FINANCE SECTION

01 FC:481 02 FC:482

The Berkline Corporation Trademarks  
Schedule A  
U.S. Trademarks

Mark	Reg. No./ Reg. Date	App. No./ File Date	Comments	Country
A NEW ATTITUDE IN RECLINERS		76/148234 10/17/00	Pending	USA
AS COMFORTABLE AS IT GETS	2309120 1/18/00	75/589290 11/16/98	Registered	USA
B BERKLINE [Image]	0995287 10/8/74	72/456486 5/4/73	Registered	USA
COMFORT GALLERY	1363686 10/1/85	73/531177 4/8/85	Registered	USA
COMFORT REST	1687892 5/19/92	74/113263 11/70/90	Registered	USA
FEATHER-GLIDE	0892025 6/2/70	72/333086 7/22/69	Registered	USA
FEEL GOOD		76/193724 1/12/01	Suspended 5/16/01	USA
HOMETOWNE COLLECTION	2127094 1/6/98	75/210682 12/9/96	Registered	USA
IF ANYONE DESERVES IT, YOU DO	2492491 9/25/01	76/132774 9/21/00	Registered	USA
LEATHER SHOPPE	2202365 11/3/98	75/278824 4/21/97	Registered	USA
LEATHER TOGETHER	1253790 10/11/83	73/371549 6/25/82	Registered	USA
LIV-IN-ROOM	1291082 8/21/84	73/436930 7/29/83	Registered	USA
LIV-IN-ROOM	1093015 6/6/78	73/112562 1/17/77	Registered	USA

Mark	Reg. No./ Reg. Date	App. No./ File Date	Comments	Country
MOTION WORKS-	1932301 10/31/95	74/499489 3/14/94	Registered	USA
RELAX AMERICA	2313924 2/1/00	75/589289 11/16/98	Registered	USA
ROCK-A- LOUNGER	0957772 4/24/73	72/425006 5/19/72	Registered	USA
ROOMSOLUTIONS	2180002 8/11/98	75/210074 12/9/96	Registered	USA
TOUCH-MOTION [Image]	1461937 10/20/87	73/641443 1/27/87	Registered	USA
WALLAWAY	1164671 8/11/81	73/260001 5/20/80	Registered	USA
WALLAWAY [Image]	0957298 4/17/73	72/422614 4/27/72	Registered	USA
WHISPER MASSAGE	2353516 5/30/00	75/662605 3/18/99	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 26<sup>th</sup> day of March, 2002, ("Effective Date"), by and between The Berkline Corporation, a Delaware corporation, with its principal office at One Berkline Drive, Morristown, Tennessee 37813 USA ("Assignor"), and TBC Acquisition, LLC (to be renamed Berkline, 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 unregistered trademarks identified and set forth on Schedule D (included with the "Marks") 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 prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks or the Trade/Assumed Names, including, but not limited to, testifying as to any facts relating to the Marks and Trade/Assumed Names assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks or any of the Trade/Assumed Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

