

11-25-2002



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

RI

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):

11-14-02

The Berkline Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 26, 2002

2. Name and address of receiving party(ies)

Name: TBC Acquisition, LLC

Internal Address: One Berkline Drive

Street Address:

City: Morristown State: TN Zip: 37813

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other 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 Continuation Sheet

B. Trademark Registration No.(s) See Attached Continuation Sheet

Additional number(s) attached Yes No

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

Name: Daniel H. Marti, Esq.

Internal Address: KILPATRICK STOCKTON LLP

Street Address: 609 14th Street, N.W.,

Suite 900

City: Washington State: DC Zip: 20005-2018

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:

50-1458

DO NOT USE THIS SPACE

9. Signature.

11/22/2002 DBYRNE 00000179 501458 76148234

Date of Person Signing Name of Person Signing

Signature

Date 11/14/02

01 FC:8521 02 FC:8522

13

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

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

CONTINUATION SHEET – Page 1

**Schedule of Trademarks Assigned from The Berkline Corporation to
TBC Acquisition, LLC, effective March 26, 2002**

U.S. TM Application Serial No.

Mark

76/148,234

A NEW ATTITUDE IN RECLINERS

76/193,724

FEEL GOOD

CONTINUATION SHEET – Page 2

Schedule of Trademarks Assigned from The Berkline Corporation to
TBC Acquisition, LLC, effective March 26, 2002

<u>U.S. TM Registration No.</u>	<u>Mark</u>
0,892,025	FEATHER-GLIDE
0,957,298	WALLAWAY (and Design)
0,957,772	ROCK-A-LOUNGER
0,995,287	B BERKLINE (and Design)
1,093,015	LIV-IN-ROOM
1,164,671	WALLAWAY
1,253,790	LEATHER TOGETHER
1,291,082	LIV-IN-ROOM
1,363,686	COMFORT GALLERY
1,461,937	TOUCH MOTION (and Design)
1,687,892	COMFORT REST
1,932,301	MOTION WORKS
2,127,094	HOMETOWNE COLLECTION
2,180,002	ROOMSOLUTIONS
2,202,365	LEATHER SHOPPE
2,309,120	AS COMFORTABLE AS IT GETS
2,313,924	RELAX AMERICA
2,353,516	WHISPER MASSAGE
2,492,491	IF ANYONE DESERVES IT, YOU DO

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 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.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this _____ day of March, 2002.

The Berkline Corporation

Name: Donald J. Hoffen

Title: Vice President

TBC Acquisition, LLC
(to be renamed Berkline, LLC)

Name: Rob M. Goo

Title: Vice President

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF GUILFORD)

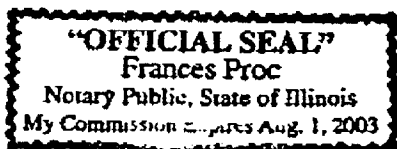
On this 18th day of March, 2002, there appeared before me Ronald J. Hoffen, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of The Berkline Corporation.

Greg D. Seftel
Notary Public
My Commission expires: 6/20/2004

STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 22nd day of March, 2002, there appeared before me Frances Proc, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of TBC Acquisition, LLC (to be renamed Berkline, LLC).

Frances Proc
Notary Public



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

The Berklene Corporation Trademarks
Schedule B
Foreign Trademarks

Mark	Reg. No./ Reg. Date	App. No./ File Date	Comments	Country
A NEW ATTITUDE IN RECLINERS		1099434 4/12/2001	Pending	Canada
B BERKLINE	819978418 6/27/97		Filed	Brazil
B BERKLINE [Image]	1,725,426		Registered	Argentina
B BERKLINE [Image]	320252 7/12/93	598811 7/17/73	Registered	Benelux
B BERKLINE [Image]	74134-C		Registered	Bolivia
B BERKLINE [Image]	457,498		Filed	Chile
B BERKLINE [Image]	1,221,892	INP1648550 12/15/82	Registered	France
B BERKLINE [Image]	925950 12/11/74	BS119820WZ 7/14/73	Registered	Germany
B BERKLINE [Image]	675381 4/12/96	5625 93MI 7/30/93	Registered	Italy
B BERKLINE [Image]	217,455		Registered	Paraguay
B BERKLINE [Image]	73/3306		Registered	South Africa
B BERKLINE	B1013638	B1013638 7/3/73	Registered	United Kingdom
B BERKLINE [Image]	296,826		Registered	Uruguay
BERKLINE	1,320,377		Registered	China
BERKLINE	438663 1/25/99	438663 1/6/97	Registered	CTM
BERKLINE	KOR95595 10/9/98		Filed	Thailand

Mark	Reg. No./ Reg. Date	App. No./ File Date	Comments	Country
BERKLINE	000,438.663		Registered	Turkish Rep. Of N. Cyprus
FEEL GOOD		1109196 7/11/2001		Canada
IF ANYONE DESERVES IT, YOU DO		1096756 3/21/2001	Pending	Canada
MOTION WORKS	TMA469235 1/21/97	0769651 11/29/94	Registered	Canada
WALLAWAY	B1071787	B1071787 12/10/76	Registered	United Kingdom
WHISPER MESSAGE	TMA547771 7/6/2001	0889726 9/9/98	Registered	Canada

The Berklene Corporation Tradenames
Schedule C

Trade Name	Products
BERKLINE	Furniture
THE BERKLINE CORPORATION	Furniture
BERKLINE, INC.	Furniture

The Berkline Corporation Unregistered Trademarks
Schedule D

Mark
STUDIOLINE
LEATHER COLLECTION BY BERKLINE- TRADITIONS IN COMFORT
SOLANO- SMART LOOKS FOR TODAY'S FURNITURE
BERKLINE SELECT- DISTINCTIVE STYLES, PERSONAL COMFORT
AUTO RECLINE- PUTTING THE POWER TO RECLINE IN YOUR HAND
EASY OFF BACKS
BERKLOCK
EASYLIFT
CHAISELOUNGER
DUET CONSOLE
EURO MASSAGE
I WAND
BERKLINE COMFORT COIL
SELECT FIT FOAM
CINEMA COLLECTION