

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hillstreet Furniture LLC	Hillstreet Beds LLC	10/15/2003	Limited Liability Company: KENTUCKY

RECEIVING PARTY DATA	
Name:	Hillsdale Furniture LLC
Street Address:	3901 Bishop Lane
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40218
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78221211	HILLSTREET
Registration Number:	2290129	HILLSTREET

CORRESPONDENCE DATA	
Fax Number:	(212)751-6849
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 758-4800
Email:	ptotmcommunications@morganfinnegan.com
Correspondent Name:	Morgan & Finnegan, LLP
Address Line 1:	345 Park Avenue
Address Line 4:	New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER:	4605-4000
--------------------------------	-----------

NAME OF SUBMITTER:	Maren C. Perry
---------------------------	----------------

Total Attachments: 5
 source=HILLSTREETAssignment#page1.tif
 source=HILLSTREETAssignment#page2.tif

CH \$65.00 78221211

source=HILLSTREETAssignment#page3.tif

source=HILLSTREETAssignment#page4.tif

source=HILLSTREETAssignment#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into and effective as of October 15, 2003 by and between Hillstreet Furniture LLC, a Kentucky limited liability company, formerly known as Hillstreet Beds LLC ("Assignor") and Hillsdale Furniture LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the names, trademarks and tradenames set forth on Schedule I hereto (the "Marks"); and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of October __, 2003 (the "Asset Purchase Agreement") among Assignor, Hillsdale House, Ltd., the Equity Owners and Assignee, Assignor has agreed to transfer to the Assignee the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Trademark Assignment.** Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and any and all registrations, application, renewals or extensions therefor.

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its reasonable discretion) but for the benefit of Assignee (a) to endorse and/or file or record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Marks, (b) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Marks as provided herein, (c) to defend or compromise any and all actions, suits or proceedings in respect of the Marks and to do all things in relation thereto as Assignee shall deem advisable, and (d) to take all reasonable action which Assignee may deem proper in order to provide for Assignee the benefits of the Marks. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Agreement. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Entire Agreement.** This Agreement and the Asset Purchase Agreement contain the entire understanding of the parties in respect of their subject matter and supersedes all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter.

4. **Amendment: Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

5. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile), each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Applicable Law and Jurisdiction.** This Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed within such state. Any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought in the courts of New York County, New York or in the U.S. District Court for the Southern District of New York and each party hereby irrevocably accepts and consents to the exclusive personal jurisdiction of those courts for the purpose of any suit, action or proceeding. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any judgment entered by any court in respect thereof brought in New York County, New York or in the U.S. District Court for the Southern District of New York and hereby irrevocably waives any claim that any suit, action or proceeding brought in New York County, New York or in such District Court has been brought in an inconvenient form.

8. **Further Assurances.** Assignor, for itself and its successors and assigns, hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, and will take all such further action, in order to confirm the transfer of the Marks to Assignee, its successors and assigns, all as Assignee, its successors or assigns, shall reasonably request.

9. **Definitions.** Except as otherwise explicitly provided herein, all capitalized terms shall have the meanings set forth in the Asset Purchase Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

HILLSTREET FURNITURE LLC
(formerly known as Hillstreet Beds LLC)

By: *David Brill*
Name:
Title: CEO

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 15th day of October, 2003 by David Brill, CEO of Hillstreet Furniture LLC a Kentucky limited liability company (formerly known as Hillstreet Beds LLC), on behalf of the corporation. He is personally known to me or has produced his driver's license as identification.

My Commission Expires:

Kevin Eisenberg
NOTARY PUBLIC

Print name: Kevin Eisenberg

KEVIN MICHAEL EISENBERG
NOTARY PUBLIC, State of New York
No. 02E18026894
Qualified In Kings County
Commission Expires July 19, 2005

[NOTARIAL SEAL]

ACKNOWLEDGED AND AGREED TO:

HILLSDALE FURNITURE LLC

By: *Ali Linden*
Name:
Title:

Schedule I

Trademarks and Tradenames

<u>Trademark</u>	<u>Owner</u>	<u>Serial Number/Registration Number</u>	<u>Filing Date</u>
Hillstreet	Hillstreet Beds LLC	78-221,211	March 4, 2003
Hillstreet	Hillstreet Beds LLC	2,290,129	August 21, 1998