

04-27-2004

Form PTO-1594
(Rev. 10/02)
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J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

4.2304

1. Name of conveying party(ies):
Whitehall Furniture LLC.
Paoli, Inc.
Klaussner Corporate Services, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Orleans Corporate Services, Inc.
Internal
Address: _____
Street Address: 201 East Main Street
City: Orleans State: IN Zip: 47452
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: January 2, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,532,012
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jacqueline C. Dowdell
Internal Address: Jones Day
Suite 3500
Street Address: 77 West Wacker
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: **01**
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 10-1202
(Any deficiencies in fees)
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
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.
Jacqueline C. Dowdell Jacqueline C. Dowdell 4/16/04
Name of Person Signing Signature Date

04/26/2004 BBYRNE 00000070 1532012

Total number of pages including cover sheet, attachments, and document: **09**

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40.00 UP

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

TRADEMARK
REEL: 002956 FRAME: 0128

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") of all rights in the mark WHITEHALL for office furniture, its associated goodwill, and its United States Trademark Registration No. 1,532,012 (collectively, the "Trademark") is made effective as of November 6, 2003, by and among Whitehall Furniture, LLC, an Indiana LLC ("WF"), Paoli, Inc., an Indiana corporation ("Paoli"), Klaussner Corporate Services Inc., an Iowa Corporation ("KCS") and affiliate of Paoli, and Orleans Corporate Services, Inc., a Delaware corporation ("Orleans").

WHEREAS, Whitehall Furniture, Inc. registered the Trademark in the United States on March, 28, 1989;

WHEREAS, Whitehall Furniture, Inc. assigned the Trademark to WF, LLC on or about September 30, 1999;

WHEREAS, WF, LLC, changed its name to Whitehall Furniture, LLC on or about October 4, 1999, and under that name is the party to this Agreement;

WHEREAS, WF subsequently dissolved into Paoli as of December 22, 2003, and consequently the Trademark has been transferred to Paoli;

WHEREAS, Paoli transferred its marks, including the Trademark, to Orleans on November 6, 2003;

WHEREAS, in connection with the dissolution of WF and the transfer of Paoli's marks to Orleans, Paoli determined that the Trademark had been assigned from WF to KCS;

WHEREAS, KCS acknowledges and agrees that the Trademark should not have been assigned to it by WF;

WHEREAS, neither WF, Paoli, or KCS has treated the Trademark as having been owned by KCS;

WHEREAS, WF, Paoli and Orleans have treated the Trademark as owned in turn by each of them;

WHEREAS, KCS has not treated the Trademark as owned by it:

WHEREAS, WF, Paoli and Orleans have not paid any royalties to KCS and KCS has not licensed, used, or received royalties for the Trademark;

WHEREAS, Paoli has requested, and KCS has agreed, that KCS execute an assignment of the Trademark to Orleans.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt of which is hereby acknowledged:

WF hereby sells, assigns, transfers, sets over and delivers to Paoli, WF's entire right, title and interest in and to the Trademark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized by the Trademark, the same to be held and enjoyed by Paoli, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Trademark, along with the right to sue for past infringements and collect same for Paoli's sole use and enjoyment.

Paoli hereby sells, assigns, transfers, sets over and delivers to Orleans, Paoli's entire right, title and interest in and to the Trademark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized by the Trademark, the same to be held and enjoyed by Orleans, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Trademark, along with the right to sue for past infringements and collect same for Orleans's sole use and enjoyment.

KCS hereby sells, assigns, transfers, sets over and delivers to Orleans, any of KCS's entire right, title and interest in and to the Trademark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized by the Trademark, the same to be held and enjoyed by Orleans, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Trademark, along with the right to sue for past infringements and collect same for Orleans' sole use and enjoyment.

* * * * *

IN WITNESS WHEREOF, each of WF, Paoli, KCS and Orleans has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

WHITEHALL FURNITURE, LLC

Thomas A. Tolone
By Paoli, Inc. as successor in interest
By: *Thomas A. Tolone*
Its: *PRESIDENT*

PAOLI, INC.

Thomas A. Tolone
By: *Thomas A. Tolone*
Its: *PRESIDENT*

KLAUSSNER CORPORATE SERVICES,
INC.

By:
Its:

ORLEANS CORPORATE SERVICES, INC.

By:
Its:

STATE OF INDIANA
COUNTY OF ORANGE

On this 2ND day of January, 2004, before me personally came THOMAS FLOWERS to me known who, being duly sworn, did depose and say that he resides in the State of INDIANA, and that he signed his name hereto.

MY COMMISSION EXPIRES
APRIL 16, 2009

Naomi Heinz
Notary Public NAOMI HEINZ

STATE OF _____
COUNTY OF _____

On this ___ day of January, 2004, before me personally came _____, to me known who, being duly sworn, did depose and say that he resides in the State of _____, and that he signed his name hereto.

Notary Public

IN WITNESS WHEREOF, each of WF, Paoli, KCS and Orleans has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

WHITEHALL FURNITURE, LLC

By Paoli, Inc. as successor in interest

By:


Its:

PAOLI, INC.

By:

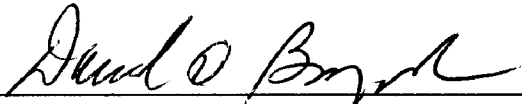
Its:

KLAUSSNER CORPORATE SERVICES,
INC.



By: *David O. Boryak*
Its: *Senior Vice President*

ORLEANS CORPORATE SERVICES, INC.



By: *David O. Boryak*
Its: *Vice President*

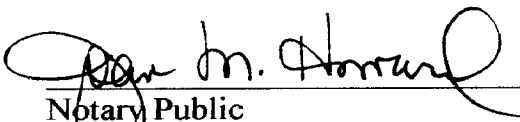
STATE OF _____
COUNTY OF _____

On this ___ day of January, 2004, before me personally came _____, to me known who, being duly sworn, did depose and say that he resides in the State of _____, and that he signed his name hereto.

Notary Public

STATE OF North Carolina
COUNTY OF Randolph

On this 2nd day of January, 2004, before me personally came David O. Bryant, to me known who, being duly sworn, did depose and say that he resides in the State of North Carolina, and that he signed his name hereto.



Notary Public