

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HLM DESIGN OF NORTH AMERICA, INC.		10/08/2004	CORPORATION: IOWA

RECEIVING PARTY DATA	
Name:	HEERY INTERNATIONAL, INC.
Street Address:	999 Peachtree Street, NE
Internal Address:	c/o James Moynihan
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309-3953
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1960521	HLM

CORRESPONDENCE DATA	
Fax Number:	(212)849-5548
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2125062548
Email:	cdore@mayerbrownrowe.com
Correspondent Name:	Claire Fallone
Address Line 1:	1675 Broadway
Address Line 2:	Mayer Brown Rowe & Maw LLP
Address Line 4:	New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	HLM
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NAME OF SUBMITTER:	Claire Fallone
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Total Attachments: 2  
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OP \$40.00 1960521



**ASSIGNMENT OF TRADEMARK RIGHTS**

This Assignment of Trademark Rights (the "Agreement") is entered into this 8<sup>th</sup> day of October, 2004 (the "Effective Date"), by and between HLM DESIGN OF NORTH AMERICA, INC., an Iowa corporation ("Assignor"), and HEERY INTERNATIONAL, INC., a Georgia corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark "HLM" with United States Patent and Trademark Office registration number 1960521 (the "Trademark") and is registered with the United States Patent and Trademark Office as the owner of record of the Trademark;

WHEREAS, Assignee is acquiring the entire business or portion thereof to which the Trademark pertains;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademark; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and the registrations therefor. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademark and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademark. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademark in Assignee, or Assignee's successors and assigns.

This Agreement shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

HLM DESIGN OF NORTH AMERICA, INC.:

HEERY INTERNATIONAL, INC.:

By: Elaine T. Rudisill  
Title: CFO  
Date: 10-07-04

By: [Signature]  
Title: President / CEO  
Date: 10-07-04

On this 7<sup>th</sup> day of October, 2004, before me appeared ELAINE T. RUDISILL, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the Assignor with authority to do so.

State of North Carolina )  
County of Mecklenburg )

ss. Shannon L. Myers

