



**TRADEMARKS AND INTANGIBLE ASSETS ASSIGNMENT**

This TRADEMARKS AND INTANGIBLE ASSETS ASSIGNMENT (this "Agreement"), dated April 3, 2003 (the "Effective Date"), is made and entered into by and between Rowe Diversified, Inc., a Delaware corporation ("Seller"), and Furniture Acquisition Corp., a Delaware corporation ("Purchaser") (each a "Party," and collectively, the "Parties").

WHEREAS, pursuant to the Stock Purchase Agreement, dated April 3, 2003 (the "Stock Purchase Agreement"), between the Rowe Companies, a Nevada corporation ("Rowe"), The Mitchell Gold Co., a North Carolina corporation (the "Company") and Purchaser, Purchaser acquired all of the issued and outstanding shares of common stock of the Company;

WHEREAS, Wafra Acquisition Fund 16, L.P. a Delaware limited partnership ("Wafra"), Mr. Mitchell S. Gold ("MG"), Mr. Robert T. Williams, Jr., ("RW") and CapitalSource Holdings LLC ("CapitalSource") acquired stock in Purchaser pursuant to the Subscription Agreements dated as of the date hereof;

WHEREAS, as of the date hereof, the Purchaser was merged with and into the Company and each share of common stock of the Purchaser was converted into one share of common stock, par value \$10.00 per share, of the Company;

WHEREAS, Seller, is an Affiliate of Rowe;

WHEREAS, the Company, as an Affiliate of Rowe and Seller immediately prior to the date hereof, uses the Trademarks and Intangible Assets (as defined below) in connection with its business; and

WHEREAS, in connection with the Stock Purchase Agreement, Rowe has agreed to cause Seller to enter into this Agreement pursuant to which Seller will sell to Purchaser all of Seller's right, title and interest in and to the Trademarks and the Intangible Assets for the Trademark Purchase Price as defined in the Stock Purchase Agreement.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Stock Purchase Agreement. All capitalized terms used herein but not otherwise defined below or in this Agreement shall have their respective meanings set forth in the Stock Purchase Agreement. For all purposes of this Agreement, the Company shall not be deemed an Affiliate of Seller, but rather shall be deemed an Affiliate of the Purchaser.

2. Assignment and Transfer. Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser, for Purchaser's sole and exclusive use and enjoyment, all of Seller's right, title and interest, throughout the world, in and to the following (collectively, the "Trademarks and Intangible Assets"):

(a) (i) the name "Mitchell Gold," together with all derivations, variations and acronyms thereof, (ii) all trademarks, service marks, trade names, domain names, trade dress and other identifiers of source or goodwill, used or held by Seller for use by the Company, (iii) all registrations and applications for registration of the foregoing, including, without limitation, the foregoing identified on Schedule A attached hereto, and (iv) the goodwill associated with the foregoing (collectively, the "Trademarks");

(b) all other intellectual, industrial and intangible property of any type used or held by Seller for use by the Company, including, without limitation, patents, patent applications, copyrights, trade secrets, know-how, inventions, discoveries, manufacturing methods and processes, designs, drawings, specifications, data and databases, and other confidential and proprietary information, and all registrations and applications for registration thereof, including, without limitation, the foregoing identified on Schedule A attached hereto (collectively, the "Intangible Assets");

(c) all of Seller's rights and interest under the License Agreement, dated October 31, 1998, between Seller and the Company (the "Company License"); and

(d) all rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and future infringement, misappropriation, dilution, violation, or unlawful imitation, whether presently known or unknown, of any of the foregoing.

3. Mechanics of Delivery. Except as mutually agreed to by the Parties, Seller shall deliver the Trademarks and Intangible Assets and all tangible embodiments thereof in its possession or under its control to Purchaser on the date hereof.

4. Acknowledgements and Covenants. Seller acknowledges and agrees that the sale, assignment, conveyance, transfer and delivery of the Trademarks and Intangible Assets to Purchaser hereunder is absolute, and that neither Seller nor any of its Affiliates retains any interest (residual or otherwise) in and to or the right to use the Trademarks and Intangible Assets in any respect. Seller shall, and shall cause its Affiliates to, cease any and all use of the Trademarks and Intangible Assets as of the date hereof. Seller further acknowledges and agrees that all tangible embodiments of the Trademarks and Intangible Assets shall be delivered to Purchaser in accordance with Section 3 above, and that neither Seller nor any of its Affiliates shall retain any copies thereof in their possession other than for archival purposes. The Seller shall hold as confidential all information relating to trade secrets and other confidential and proprietary information included in the Trademarks and Intangible Assets and Seller shall, and shall cause its Affiliates to, maintain in strict confidence such trade secrets and confidential and proprietary information, and shall not disclose any of the same to any Person (including to Rowe) without the prior written consent of Purchaser.

5. Consideration. In consideration of the sale, assignment, conveyance, transfer and delivery of the Trademarks and Intangible Assets hereunder, Purchaser shall pay to Seller, or Seller's designee, the Trademark Purchase Price. The Trademark Purchase Price shall be payable at the Closing by wire transfer to the Purchase Price Bank Account in immediately available funds.

6. Intellectual Property Registrations. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any state or foreign country whose duty it is to issue intellectual property registrations, to issue all registrations from any applications for registration included in the Trademarks and Intangible Assets to Purchaser.

7. Further Assurances. Seller covenants and agrees that it will, upon the reasonable request of Purchaser and at Purchaser's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Purchaser, and take all actions, in each case, that may be necessary or desirable to perfect the assignment, conveyance, transfer and delivery of the Trademarks and Intangible Assets hereunder.

8. Seller's Representations and Warranties. Seller acknowledges and agrees that the following are bargained for assurances and inducements for Purchaser to enter into this Agreement. Seller represents and warrants to Purchaser as follows:

(a) Seller has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and, assuming the due authorization, execution and delivery by the other Party hereto, constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(b) Other than the Company's rights and interest under the Company License and the rights to use "Mitchell Gold" in its corporate name or rights and interest held by Mr. Mitchell Gold, Seller owns all right, title and interest in and to, and has the valid right to use, the Trademarks and Intangible Assets, free and clear of all Encumbrances, and has full right and power to sell, assign, convey and otherwise transfer all of its right, title and interest in and to the Trademarks and Intangible Assets to Purchaser. Seller has not granted (or entered into any agreement to grant) any license or any other rights in the Trademarks and Intangible Assets to any Person other than (i) under the Company License and (ii) other rights retained or reserved by Mr. Mitchell Gold under the 1998 Purchase Agreement. Upon the consummation of the transactions contemplated by this Agreement, Purchaser will have good, marketable and unencumbered right, title and interest in and to all of Seller's right, title and interest in the Trademarks and Intangible

Assets subject to the license or other rights therein possessed by the Company under the Company License and the rights to use "Mitchell Gold" in its corporate name or rights and interest therein held by Mr. Mitchell Gold.

(c) Schedule A sets forth a true and complete list or description of all Trademarks and Intangible Assets owned by Seller that are used or held for use by the Company. The Trademarks and Intangible Assets include all assets and rights owned by Seller that are used or held for use by the Company, and there is no other asset or rights owned by Seller that is necessary to conduct the Company's business.

(d) The use of the Trademarks and Intangible Assets by Seller or the Company does not conflict with, infringe, misappropriate or otherwise violate the Intellectual Property or other proprietary rights, including rights of privacy, publicity and endorsement, of any third party, and no Actions or claims are pending or, to the best knowledge of Seller after due inquiry, threatened against Seller or any of its Affiliates alleging any of the foregoing or challenging or seeking to deny or restrict the use by Seller or the Company of any of the Trademarks and Intangible Assets. The Trademarks and Intangible Assets have not been adjudged invalid or unenforceable in whole or part, and to its knowledge, are valid and enforceable. None of the Trademarks and Intangible Assets is subject to any outstanding consent, settlement or Governmental Order restricting its use or that would impair its validity or enforceability.

(e) No actions are necessary (including filing of documents or payment of fees) within 90 days after the date hereof to maintain or preserve the validity or status of patents, patent applications, and other registrations and applications for registration included in the Trademarks and Intangible Assets with the United States Patent and Trademark Office or the United States Copyright Office.

9. Indemnity. Seller shall defend, indemnify and hold harmless Purchaser and its Affiliates, and their respective officers, directors, employees and agents, from and against all losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' and consultant fees) arising out of or relating to any breach by Seller or its Affiliates of any of Seller's representations, warranties and covenants hereunder.

10. Entire Agreement. This Agreement, together with the Stock Purchase Agreement, constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Seller and Purchaser with respect to the subject matter hereof and thereof.

11. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in any New York state or federal court sitting in the county and state of New York. The Parties hereto expressly (i) consent and agree to the exclusive jurisdiction of any such court or venue therein, (ii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party

hereto and (iii) agree that service of process upon such party in any such action or proceeding shall be effective.

12. Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

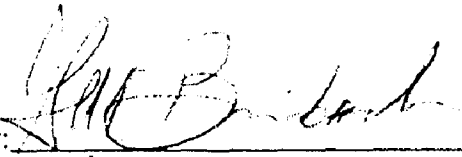
13. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

**[Signature Page and Schedule Follow]**

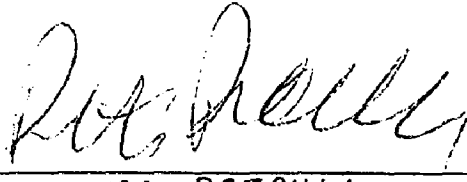
The Parties have executed this Agreement as of the date first written above.

**ROWE DIVERSIFIED, INC.**

**FURNITURE ACQUISITION CORP.**

By: 

Name: G.M. BIRNBACH  
Title: CH. OF BOARD

By: 

Name: PETER PETRILLO  
Title: PRESIDENT

SCHEDULE A

TRADEMARK AND INTANGIBLE ASSETS

MARK	COUNTRY/ STATE	APPL. #	APPL. DATE	REG. #	REG. DATE	RENEWAL AND OTHER DUE DATES (mm/dd/yy)
MG (STYLIZED)	Australia	926148	September 6, 2002			
MG MITCHELL GOLD (STYLIZED)	Australia	926149	September 6, 2002			
MITCHELL GOLD	Australia	926150	September 6, 2002			
MG MITCHELL GOLD (STYLIZED)	Brazil	822325411	December 29, 1999			
MITCHELL GOLD	Brazil	822325446	December 29, 1999			
MG (STYLIZED)	Canada	1,085,657	December 8, 2000			
MG MITCHELL GOLD (STYLIZED)	Canada	Not yet Available	On or about September 11, 2002			
MG (STYLIZED)	USA	75/767,272	August 3, 1999	2,405,805	November 21, 2000	§8/§15 - 11/21/2006 Renew- 1:/21/2010
MITCHELL GOLD	USA	75/767,273	August 3, 1999	2,353,811	May 30, 2000	§8/§15- 05/30/2006 Renew- 05/30/2010

SCHEDULE A-1

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