

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                          |                      |
|----------------------------------|--|--------------------------|----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                          |                      |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                          |                      |
| <b>CONVEYING PARTY DATA</b>      |  |                          |                      |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>    | <b>Entity Type</b>   |
| Rhodes, Inc.                     |  | 08/17/2005               | CORPORATION: GEORGIA |
| <b>RECEIVING PARTY DATA</b>      |  |                          |                      |
| <b>Name:</b>                     | Rhodes Acquisition LLC   |                          |                      |
| <b>Street Address:</b>           | 400 Perimeter Center Terrace   |                          |                      |
| <b>Internal Address:</b>         | Suite 800  |                          |                      |
| <b>City:</b>                     | Atlanta  |                          |                      |
| <b>State/Country:</b>            | GEORGIA  |                          |                      |
| <b>Postal Code:</b>              | 30346  |                          |                      |
| <b>Entity Type:</b>              | Limited Liability Company: NEVADA  |                          |                      |
| <b>PROPERTY NUMBERS Total: 5</b> |  |                          |                      |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>         |                      |
| <b>Serial Number:</b>            | 76639298   | SIMPLE. INSPIRED. YOURS. |                      |
| <b>Registration Number:</b>      | 2272188  | COOL STUFF FOR YOUR HOME |                      |
| <b>Registration Number:</b>      | 2064729  | RHODES                   |                      |
| <b>Registration Number:</b>      | 2309064  | RHODES                   |                      |
| <b>Serial Number:</b>            | 76636015   | GUARANTEED GREAT         |                      |
| <b>CORRESPONDENCE DATA</b>       |  |                          |                      |
| <b>Fax Number:</b>               | (312)660-0424  |                          |                      |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                          |                      |
| <b>Phone:</b>                    | 312-861-2000   |                          |                      |
| <b>Email:</b>                    | ccasey@kirkland.com  |                          |                      |
| <b>Correspondent Name:</b>       | Michael G. Fatall  |                          |                      |
| <b>Address Line 1:</b>           | 200 East Randolph Drive  |                          |                      |
| <b>Address Line 2:</b>           | Suite 5300   |                          |                      |
| <b>Address Line 4:</b>           | Chicago, ILLINOIS 60601  |                          |                      |

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|                    |                     |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Michael G. Fatall   |
| Signature:         | /Michael G. Fatall/ |
| Date:              | 09/02/2005          |

**Total Attachments: 10**

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 18, 2005 ("Effective Date") by and between Rhodes, Inc., a Georgia corporation with its principal offices at 4370 Peachtree Road NE, Atlanta, Georgia 30318 ("Assignor"), and Rhodes Acquisition LLC, a Nevada limited liability company ("Assignee") with its principal offices located at c/o Rooms To Go, 400 Perimeter Center Terrace, Ste. 800, Atlanta, Georgia 30346.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of August 10, 2005 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of certain trademarks, including without limitation (1) the United States applications for trademark registration set forth on Schedule A attached hereto, (2) the United States trademark registrations set forth on Schedule B attached hereto, (3) the State trademark registration set forth on Schedule C attached hereto, (4) the common law, unregistered trademark set forth on Schedule D attached hereto, (5) the trade names set forth on Schedule E attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, Assignor owns and has registered certain domain names, including the domain names listed on Schedule F attached hereto (the "Domain Names"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Marks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the Domain Names and the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, 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 Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, 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 hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, execute or arrange for execution of such further assignment documents as may be required to permit Assignee to obtain recording of the assignment to Assignee of the Marks and Domain Names, including any papers for transferring the registrations for said Domain Names as required by any domain name registrar.

This Assignment is being delivered pursuant to the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

[signature page follows]

\* \* \* \* \*

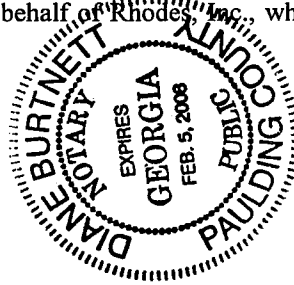
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**RHODES, INC.**  
By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF GEORGIA

On this 17<sup>th</sup> day of August, 2005, before me, a Notary Public in and for the State foresaid, personally appeared Jel H. Dugan known by me or proven to me to be the person above named and an officer of Rhodes, Inc., duly authorized to execute this Assignment on behalf of Rhodes, Inc., who signed and executed the foregoing instrument on behalf of Rhodes, Inc.

Notary Public: Diane Burtnett  
My Commission Expires: 2-5-08



**RHODES ACQUISITION LLC**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

On this \_\_\_ day of August, 2005, before me, a Notary Public in and for the State foresaid, personally appeared \_\_\_\_\_ known by me or proved to me to be the person above named and an officer of Rhodes Acquisition LLC, duly authorized to execute this Assignment on behalf of Rhodes Acquisition LLC, who signed and executed the foregoing instrument on behalf of Rhodes Acquisition LLC.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**RHODES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF GEORGIA

On this \_\_\_ day of August, 2005, before me, a Notary Public in and for the State foresaid, personally appeared \_\_\_\_\_ known by me or proven to me to be the person above named and an officer of Rhodes, Inc., duly authorized to execute this Assignment on behalf of Rhodes, Inc., who signed and executed the foregoing instrument on behalf of Rhodes, Inc.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**RHODES ACQUISITION LLC**

By: J. Michael Kettle

Name: J. Michael Kettle

Title: V.P.

STATE OF Georgia

On this 17 day of August, 2005, before me, a Notary Public in and for the State foresaid, personally appeared J. Michael Kettle known by me or proved to me to be the person above named and an officer of Rhodes Acquisition LLC, duly authorized to execute this Assignment on behalf of Rhodes Acquisition LLC, who signed and executed the foregoing instrument on behalf of Rhodes Acquisition LLC.

Notary Public: [Signature]  
My Commission Expires: \_\_\_\_\_



**SCHEDULE A**

**U.S. TRADEMARK APPLICATIONS**

| <b>Application No.</b> | <b>Application Date</b> | <b>Mark</b>            |
|------------------------|-------------------------|------------------------|
| 76/639,298             | 05/23/2005              | SIMPLE.INSPIRED.YOURS. |
| 76/636,015             | 04/14/2005              | GUARANTEED GREAT       |

**SCHEDULE B**

**U.S. TRADEMARK REGISTRATIONS**

| <b>Registration No.</b> | <b>Registration Date</b> | <b>Mark</b>              |
|-------------------------|--------------------------|--------------------------|
| 2,272,188               | 08/24/1999               | COOL STUFF FOR YOUR HOME |
| 2,064,729               | 05/27/1997               | RHODES                   |
| 2,309,064               | 01/18/2000               | RHODES                   |



**SCHEDULE C**

**STATE TRADEMARK REGISTRATIONS**

| <b>Registration No.</b> | <b>Registration Date</b> | <b>State</b> | <b>Mark</b>           |
|-------------------------|--------------------------|--------------|-----------------------|
| S12072                  | 09/21/1992               | Georgia      | RHODES FURNITURE-THON |

**SCHEDULE D**

**COMMON LAW (UNREGISTERED) TRADEMARKS**

ALWAYS BETTER ALWAYS RHODES  
CROSSROADS  
NUNZIATO  
EVERY TIME YOU LOOK WE LOOK BETTER

**SCHEDULE E**

**TRADE NAMES**

RHODES FURNITURE  
MARKS FITZGERALD FURNITURE

**SCHEDULE F**

**DOMAIN NAME REGISTRATIONS**

www.marksfitzgeraldfurniture.com

www.rhodesfurniture.com

www.rhodesfurnitureco.com