

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barcalounger Corporation		03/31/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Recliner Acquisition Corp.		
<b>Street Address:</b>	10323 Santa Monica Blvd., Suite 101		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2851667	WAYNE PHILLIPS FURNITURE	
<b>Serial Number:</b>	76457247	WAYNE PHILLIPS FURNITURE BY BARCALOUNGER	
<b>Registration Number:</b>	1116068	BARCALOUNGER	
<b>Serial Number:</b>	78816286	RELAX-A-LOUNGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)996-3367		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-683-6367		
<b>Email:</b>	nobukochristy@paulhastings.com		
<b>Correspondent Name:</b>	Nobuko Christy		
<b>Address Line 1:</b>	515 So. Flower Street, 25th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	59177.00004		
<b>NAME OF SUBMITTER:</b>	Nobuko Christy		

**OP \$115.00 2851667**

Signature:

/s/ Nobuko Christy

Date:

04/05/2006

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of March 31, 2006 (“Assignment”) between Barcalounger Corporation, a Delaware corporation, having a business address of 1450 Atlantic Avenue, Rocky Mount, NC 27802-6157 (“Assignor”) and Recliner Acquisition Corp., a Delaware corporation having a business address of 10323 Santa Monica Boulevard, Los Angeles, CA 90025 (“Assignee”).

**WHEREAS**, Assignor, Assignee, and FCC Holding Corporation are parties to that certain Asset Purchase Agreement dated as of March 31, 2006 (the “Purchase Agreement”), pursuant to which Assignor has agreed to contribute, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to accept and acquire from Assignor, all of Assignor’s right, title and interest in and to the Conveyed Assets (as defined in the Purchase Agreement), including the trademark registrations and trademark applications listed on Exhibit A hereto (the “Trademarks”).

**WHEREAS**, Assignor desires to contribute, convey, assign, transfer and deliver to Assignee, and Assignee desires to accept and acquire from Assignor, all of Assignor’s right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby convey, assign, transfer and deliver unto Assignee, its legal representatives, successors, and assigns, and Assignee does hereby accept, Assignor’s entire right, title and interest in and to: (i) the Trademarks; (ii) the goodwill of Assignor’s business with which the Trademarks are used and which is symbolized by the Trademarks; and (iii) all income, royalties, profits, damages and payments now or hereafter due or payable with respect thereto (including without limitation for past infringements of the Trademarks), for Assignee’s use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

Assignor shall, upon the request of Assignee, execute and deliver all papers, instruments, and assignments (all in a form mutually agreeable to the parties), and perform any other reasonable acts Assignee may require in order to vest all Assignor’s right, title, and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

BARCALOUNGER CORPORATION

By: Wayne T. Stephens 3/31/06  
Name: Wayne T. Stephens  
Title: Pres + CEO

RECLINER ACQUISITION CORP.

By: \_\_\_\_\_  
Name: Pieter Cilliers  
Title: Chief Financial Officer

*[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

BARCALOUNGER CORPORATION

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

Name:

Title:

RECLINER ACQUISITION CORP.

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

Name: Pieter Cilliers

Title: Chief Financial Officer

**EXHIBIT A**

**TRADEMARKS**

<b>Mark</b>	<b>Application or Registration Number</b>
BARCALOUNGER	1116068
BARCALOUNGER	160015 (Canada)
WAYNE PHILLIPS FURNITURE	2851667
WAYNE PHILLIPS FURNITURE BY BARCALOUNGER (this trademark has been abandoned)	76/457,247
RELAX-A-LOUNGER	78/816,286