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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Texwood Furniture, Ltd.		101/31/2006	LIMITED PARTNERSHIP: TEXAS

#### RECEIVING PARTY DATA

Name:	Oakwood Library, Ltd.
Street Address:	1110 Industrial Blvd.
City:	Cameron
State/Country:	TEXAS
Postal Code:	76520
Entity Type:	LIMITED PARTNERSHIP: TEXAS

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76377505	FLAGSHIP BY TEXWOOD

#### **CORRESPONDENCE DATA**

Fax Number: (254)754-6331

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 254-755-4100

Email: hammack@namanhowell.com

Correspondent Name: Marcus Hammack

Address Line 1: 900 Washington Ave, P.O. Box 1470

Address Line 4: Waco, TEXAS 76703-1470

NAME OF SUBMITTER:	Marcus Hammack	
Signature:	/Marcus Hammack/	
Date:	05/24/2006	

Total Attachments: 6

TRADEMARK REEL: 003315 FRAME: 0420

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> TRADEMARK REEL: 003315 FRAME: 0421

WHEREAS, Seller has adopted, owns and uses the registered trademarks set forth in Attachment 1 of this Agreement (collectively, the "Marks");

WHEREAS, Purchaser desires to acquire all of Seller's right, title and interest in and to the Marks and the portion of Seller's business to which the Marks pertain pursuant to the Asset Purchase Agreement by and between Seller and Purchaser dated as of the date hereof (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

- 1. Seller hereby sells, assigns and transfers to Purchaser, its successors and assigns, as the successor to Seller's business to which the Marks pertain, all its right, title and interest in and to the Marks, including all common law rights, in the United States of America and all other countries and jurisdictions of the world, together with the goodwill of the business symbolized by the Marks.
- 2. Seller hereby assigns to Purchaser all causes of action, claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks, as well as the rights to sue for and recover the Marks in Purchaser's own name.
- 3. Seller represents and warrants that it will cooperate (i) in any actions necessary for Purchaser to prosecute, renew or register its rights, title and interests in and to the Marks, including United States and foreign registrations, at Purchaser's expense (except to the extent that Parent and Seller are required to indemnify Purchaser pursuant to Section 3.01 of the Purchase Agreement for any of the above actions), and (ii) to cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties, at Purchaser's expense (except to the extent that Parent and Seller are required to indemnify Purchaser pursuant to Section 3.01 of the Purchase Agreement for any of the above actions).

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IN WITNESS WHEREOF, Seller and Purchaser have each caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

SELLER:

By:

IEXV	VOOD FURNITURE, LTD.
Ву:	Texwood Holding Co., its general partner  By: Like Tuke
	Richard Fritsche
	Chief Financial Officer
PUR	CHASER:
OAKY	VOOD LIBRARY, LTD.
By:	Royal Directors, Inc., its general partner

[Name, Title]

2980984 v1/SF

#### **CERTIFICATION**

State of	TEXAS	)
County of	BELL	) ss )

On this 30th day of SANWARY 2004, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared <u>BICHARD FRITISCHE</u> who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Notary Public



GINA R. MCCALLUM Notary Public - State of Texas Commission Expires: 12/19/09

980984 v1/SF

IN WITNESS WHEREOF, Seller and Purchaser have each caused this Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

#### SELLER:

TEXWOOD FURNITURE, LTD.

By: Texwood Holding Co., its general partner

By:

Richard Fritsche
Chief Financial Officer

PURCHASER:

OAKWOOD LIBRARY, LTD.

By: Royal Directors, Inc., its general partner

By:

DAVID W- GASKIUS
Print Name, Title

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**REEL: 003315 FRAME: 0425** 

#### CERTIFICATION

State of Texas	)
	) ss.
County of Milam	)

On this and day of <u>Invuary</u> 2006, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared <u>DANID</u> W. GASKINS, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Debbie L. Mettor Notary Public

DEBSIE L MELTON
NOTARY PUBLIC
STATE OF TEXAS
W Commission Expires 11-13-2008

### ATTACHMENT 1

**Trademarks** 

<u>Mark</u>	Filing date	<u>Serial #</u>	<u>Status</u>	<u>Jurisdiction</u>
Flagship by Texwood	03/04/2002	76377505	Live	US

**Internet Domain Registrations** www.texwood.com

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**RECORDED: 05/24/2006** 

**TRADEMARK** REEL: 003315 FRAME: 0427