

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
La-Z-Boy Incorporated		04/27/2007	CORPORATION: MICHIGAN
Sam Moore Furniture Industries, Inc.		04/27/2007	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Sam Moore Furniture LLC
<b>Street Address:</b>	1556 Dawn Dr.
<b>Internal Address:</b>	P.O. Box 339
<b>City:</b>	Bedford
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	24523
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: VIRGINIA

<b>Name:</b>	Sam Moore Transportation LLC
<b>Street Address:</b>	1556 Dawn Dr.
<b>Internal Address:</b>	P.O. Box 339
<b>City:</b>	Bedford
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	24523
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: VIRGINIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1291109	SAM MOORE
Registration Number:	1291110	SAM MOORE FURNITURE INDUSTRIES

**CORRESPONDENCE DATA**

Fax Number: (804)698-2230

OP \$65.00 1291109

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

Email: jpeyton@mcguirewoods.com  
Correspondent Name: Janet P. Peyton  
Address Line 1: 901 East Cary Street  
Address Line 2: One James Center  
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Douglas B. Smith
Signature:	/Douglas B. Smith/
Date:	07/05/2007

Total Attachments: 11  
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**FOR VALUE RECEIVED**, the receipt and adequacy of which are hereby acknowledged, this **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the "Assignment Agreement"), dated as of April 27, 2007 and effective as of the Effective Date, is made by and among **SAM MOORE FURNITURE LLC**, a Virginia limited liability company ("SMF LLC"), **SAM MOORE TRANSPORTATION LLC**, a Virginia limited liability company ("SMT LLC" and together with SMF LLC, "Assignee"), **LA-Z-BOY INCORPORATED**, a Michigan corporation ("Parent"), and **SAM MOORE FURNITURE INDUSTRIES, INC.**, a Virginia corporation and wholly owned subsidiary of Parent ("Seller" and together with Parent, "Assignor").

WHEREAS, Assignee, Assignor and Hooker Furniture Corporation are parties to an Asset Purchase Agreement, dated as of April 27, 2007 (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver all of its right, title and interest in the Intellectual Property (as defined in the Purchase Agreement) to Assignee;

WHEREAS, Assignee desires to acquire the Intellectual Property; and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Assignment Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Trademark and Service Mark Assignment. Assignor has adopted, uses and is the owner of certain trademarks and service marks, including but not limited to those set forth on Schedule A, in connection with the goods or services described therein (the "Marks"), together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill"), and the United States Trademark Registrations including but not limited to those set forth on Schedule A (the "Registrations"). Pursuant to the Purchase Agreement, Assignor has agreed to sell and has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, the Goodwill, and the Registrations, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the Registrations and any renewal terms thereof, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this assignment and sale not been made.
3. Patent Assignment. Assignor hereby assigns, transfers and conveys to Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the

Letters Patent identified on Schedule B and all extensions, renewals and reissues thereof or legal equivalent thereof.

4. Assignment of Domain Names, Web Site Content, and Design Rights. Assignor owns certain domain name registrations (the "Domain Names"), operates the web sites located at such addresses (the "Web Sites"), owns all content displayed on such Web Sites (the "Content"), and owns the copyrights and patentable designs associated with furniture produced by the Assignor including, without limitation, all designs authored by H. Thomas Keller for Assignor (the "Designs"), all of the foregoing including but not limited to the intellectual property set forth on Schedule C. Content shall not be deemed to include the name "La-Z-Boy" or any variation thereof. Pursuant to the Purchase Agreement, Assignor has agreed to sell and has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Domain Names, the Web Sites, the Content and the Designs, including, without limitation, any copyrights and patentable rights therein, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the term of the Domain Name registrations and for the full duration of Assignor's ownership of the Web Sites, Content and Designs and any copyrights and patentable rights therein, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

5. Software License Assignment. Assignor is the licensee under certain software license agreements and related maintenance agreements, including but not limited to those set forth on Schedule D (as defined in the Purchase Agreement, the "Licensed IP"), and has, in the case of certain Licensed IP, obtained any necessary consent of the counterparty to such Licensed IP (the "License Agreements") to an assignment by Assignor to Assignee of such License Agreements. With respect to the remaining Licensed IP (as defined in the Purchase Agreement, "Restricted Contracts") Assignor shall use commercially reasonable efforts to obtain the required consents to assign. Pursuant to the Purchase Agreement, Assignor has agreed to sell and has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto Assignee, its successors and assigns, Assignor's entire right, title, and interest in the Licensed IP, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the term of the Licensed IP, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this assignment and sale not been made. Upon Assignor's receipt of consent to assign any Restricted Contract, such Restricted Contract shall be and hereby is assigned to Assignee in accordance with this Section. Assignor shall designate on Schedule D the Licensed IP for which consent to assign is required and, if consent is required, whether such consent has been obtained.

6. Additional Assignments. To further confirm or evidence the assignment of specific Intellectual Property, the parties may enter into additional assignment agreements. In the case of any such additional assignment agreements, the terms of such agreements shall control with respect to the Intellectual Property assigned thereunder, to the extent such agreements are inconsistent with the terms hereof.

7. Further Assurances. Assignor covenants that it is the owner of the Intellectual Property, that Assignor has full power to make this assignment, and that Assignor agrees to execute such further assignments and related documents with respect to the Intellectual Property as Assignee shall reasonably request.

8. Binding Effect. This Assignment Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

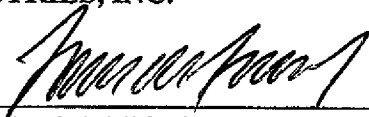
10. Construction. This Assignment Agreement is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment Agreement, the terms of the Purchase Agreement shall prevail.

11. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

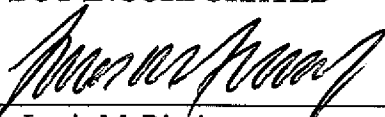
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their duly authorized officers as of April 27, 2007.

**SAM MOORE FURNITURE  
INDUSTRIES, INC.**

By:   
Name: Louis M. Riccio, Jr.  
Title: Sr. Vice President and Chief Financial  
Officer

**LA-Z-BOY INCORPORATED**

By:   
Name: Louis M. Riccio, Jr.  
Title: Sr. Vice President and Chief Financial  
Officer

**SAM MOORE FURNITURE LLC**

By: \_\_\_\_\_  
Name: E. Larry Ryder  
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their duly authorized officers as of April 27, 2007.

**SAM MOORE FURNITURE  
INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name: Louis M. Riccio  
Title: Sr. Vice President and Chief Financial  
Officer

**LA-Z-BOY INCORPORATED**

By: \_\_\_\_\_  
Name: Louis M. Riccio  
Title: Sr. Vice President and Chief Financial  
Officer

**SAM MOORE FURNITURE LLC**

By:   
Name: E. Larry Ryder  
Title: Vice President

SCHEDULE A

Trademarks and Service Marks

<u>Registration No.</u>	<u>Mark</u>	<u>Goods/Services</u>
1,291,109	SAM MOORE	Int. Cl. 20: furniture
1,291,110	SAM MOORE FURNITURE INDUSTRIES	Int. Cl. 20: furniture



SCHEDULE B

Patents

See attached.

**HARNESSES**  
**DICKEY**

**La-Z-Boy Incorporated**  
**Patent Portfolio by Client Division**  
**U.S./PCT -- Active Cases**

HDP Case ID	Country	Appl. No.	Patent No.	Publication No.	Next Tax Date	Status/Substatus
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Client Ref. No.	Case Type-Relationship-Filing Type	Filing Date(Lodged)	Issue Date	Publication Date	Expiration Date	
1202P-000337/US	United States	29/159486	0477721			Granted
	Design-Original Filing-National	4/23/2002	7/29/2003		7/29/2017	

Title: DESIGN - Chair  
Inventors: CONNER, Garmon W.  
Owner/Assignee: Sam Moore Furniture Industries, Inc

1202P-100337/CA	Canada	100604	100604		11/26/2008	Granted
	Design-Original Filing-National	9/13/2002	11/26/2003		11/26/2013	

Title: Chair (Style 11472)  
Inventors: CONNER, Garmon W.  
History: Based on USSN 29/159,486, filed 04/23/2002.  
Agent: Borden Ladner Gervais LLP - OI  
Owner/Assignee: Sam Moore Furniture Industries, Inc

1202P-100337/MX	Mexico	PA/2002001055	16666		9/9/2009	Granted
	Design-Original Filing-National	9/5/2002	6/11/2004		9/9/2017	

Title: Design - Chair (Style 11472)  
Inventors: CONNER, Garmon W.  
History: Based on USSN 29/159,486, filed 04/23/2002  
Agent: Werner, Juk, Baudello & Cia, SC  
Owner/Assignee: Sam Moore Furniture Industries, Inc

## SCHEDULE C

### Domain Names, Web Sites, Content and Designs

1. Domain names:

www.sammoore.com

2. Web Site Content residing at www.sammoore.com

3. Designs:

All copyrights and patentable designs associated with furniture now produced or previously produced by the Assignor including, without limitation, all designs authored by H. Thomas Keller for Assignor.

SCHEDULE D

Software License Agreements

1. Software licensed to Seller.

<u>Vendor</u>	<u>Product/Service</u>	<u>Dated</u>
UGS Corp.	Solid Edge CAD*	
Lectra Systems, Inc.	Lectra	
Lectra Systems, Inc.	Graphic Spec	
Sigma Tek Corp.	Sigma Nest	
MicroD Corp.	MircroD Preview*	
Datawatch	Monarch*	
Ipswitch, Inc.	Ipswitch Professional WS_FTP	
Sanface	Sanface txt2pdf	
Loftware, Inc.	Loftware	
Esker, Inc.	Esker – Fax software	Consent given April 27, 2007 with effective date April 29, 2007
Microsoft	Microsoft Office XP – Pro*	
Autodesk	AutoCAD14*	
Autodesk	AutoCAD14*	
Autodesk	AutoCAD14*	
Business Objects	Crystal Reports Pro 8.5*	

\* Consent required to assign.

2. Software licensed to Parent:

<u>Vendor</u>	<u>Product/Service</u>	<u>Dated</u>
MicroSoft	Handheld devices – WIN CE Operating System*	
MicroSoft	MicroSoft SQL Server 2000 –Std.*	
MicroSoft	MicroSoft PC Operating Systems	
Symantec	Veritas Backup Exec	
MicroSoft	MicroSoft Visual Basic 6.0 Pro*	
MicroSoft	MicroSoft FrontPage*	
MicroSoft	MicroSoft Visio 2003 –Std.*	
MicroSoft	MicroSoft Visio – Pro*	
MicroSoft	MicroSoft Project 2002 – Std.*	
Adobe	Acrobat Pro	
MicroSoft	MicroSoft Exchange Server - 2003 – Std.*	
MicroSoft	MicroSoft Windows Server - 2003 – Std.*	
MicroSoft	MicroSoft Windows Server CAL – 2003*	
MicroSoft	MicroSoft SQL Server – 2000 – Std.*	
MircoSoft	MicroSoft Exchange Server CAL*	

\* Consent required to assign.