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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/26/1997

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
,	FORMERLY Winston Furniture Company, Inc.	08/26/1997	CORPORATION: ALABAMA

#### **RECEIVING PARTY DATA**

Name:	Woodard, Inc.	
Street Address:	222 N. LaSalle Street Suite 1000	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60601	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1541563	LYON-SHAW

### **CORRESPONDENCE DATA**

Fax Number: (312)236-3241

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

Phone: (312) 236-3003

Email: trademarks@gouldratner.com

Correspondent Name: Christine A. Kohn

Address Line 1: 222 N. LaSalle Street Suite 800
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Christine A. Kohn
Signature:	/Christine A. Kohn/
Date:	10/22/2007

TRADEMARK REEL: 003644 FRAME: 0010

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TRADEMARK REEL: 003644 FRAME: 0011

#### <u>ASSIGNMENT OF PATENTS AND TRADEMARK</u>

This Assignment of Patents and Trademark is made as of this 26 day of August, 1997, by Winston Furniture Company of Alabama, Inc., an Alabama corporation, f/k/a "Winston Furniture Company, Inc.", as successor in interest to Lyon-Shaw, Inc. ("Seller").

Pursuant to Section 2(a) of that certain Asset Purchase Agreement dated as of August 14, 1997 (the "Agreement"), by and between Seller and Woodard, Inc., a Delaware corporation ("Buyer"), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby irrevocably sell, assign, transfer, set over, and deliver to Buyer all of Seller's right, title, and interest to (1) the registered patents listed in Schedule A (the "Patents"), (2) the pending patent applications listed in Schedule B (the "Applications"), and (3) the trademark "Lyon-Shaw" (registered with the United States Patent and Trademark Office ("USPTO") as No. 1,541,563) (the "Mark"), and any and all variations, abbreviations, or approximations of the Mark, together with the goodwill associated with the Patents, Applications, and the Mark. Seller shall cooperate with Buyer in the event that further documentation is required to transfer the Patents, Applications, or . Mark to Buyer, or if additional information or signatures are required to register any of the Patents, Applications, or the Mark with the USPTO or any state governmental body.

In the event of a conflict between this Assignment of Patents and Trademarks and the Agreement, the provisions of the Agreement will control.

[The Following Page is the Signature Page]

TRADEMARK

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IN WITNESS WHEREOF, Seller has executed this Assignment of Patents and Trademark as of the date first above written.

WINSTON FURNITURE COMPANY, INC.

By: Bobby Tesney Its: Chief Executive Officer STATE OF SS: COUNTY OF Control 1, 200 A. A. Daras \_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bobby Tesney, personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal this \_\_\_\_ day of August, 1997. "OFFICIAL SEAL" Susan A. Dudok Notery Public, State of Illinois 3 My Commission Expires 11/01/99 5 My Commission Expires: // -- -- //

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**RECORDED: 10/22/2007** 

TRADEMARK REEL: 003644 FRAME: 0013