

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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 |
| Prime Resources International L.L.C. | | 01/20/2010 | LIMITED LIABILITY COMPANY: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Home Meridian International, Inc. | | |
| Street Address: | 3980 Premier Drive | | |
| Internal Address: | Suite 310 | | |
| City: | High Point | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 27265 | | |
| Entity Type: | CORPORATION: VIRGINIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3372019 | PRIME RESOURCES INTERNATIONAL | |
| Registration Number: | 3081199 | PACIFICA LEATHER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (804)698-2065 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | zcohen@mcguirewoods.com | | |
| Correspondent Name: | Zachary Cohen | | |
| Address Line 1: | 901 East Cary Street | | |
| Address Line 2: | McGuireWoods LLP | | |
| Address Line 4: | Richmond, VIRGINIA 23219 | | |
| ATTORNEY DOCKET NUMBER: | 2057350-0010 | | |
| NAME OF SUBMITTER: | Zachary D. Cohen | | |
| Signature: | /Zachary D. Cohen/ | | |

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Date:

01/26/2010

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Assignment ("**Assignment**") is made effective as of January ^{20~~th~~}, 2010 from Prime Resources International, an Illinois Limited Liability Company, with offices at 1805 Elmdale Avenue, Glenview, Illinois, 60025 ("**Assignor**") to Home Meridian International, Inc., a Virginia Corporation, with offices at 3980 Premier Drive, Suite 310 High Point, North Carolina 27265 ("**Assignee**").

WHEREAS, Assignor is the owner of the trademarks (the "**Marks**") described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used (the "**Goodwill**"), and the United States Trademark Registrations for the Marks described on Exhibit A (the "**Registrations**"); and

WHEREAS, Assignor desires to transfer to Assignee all of its right, title, and interest in and to the Marks, Goodwill, and Registrations.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Marks, Goodwill, and Registrations together with: (i) the goodwill of the business relating to the goods and services upon which the Marks are used and for which they are registered; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including, without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (iii) all rights to sue for past, present, and future infringements or misappropriations of the Marks.

Assignor covenants that Assignor is the owner of the Marks and the holder of record title to the Registrations and that Assignor has full power to make this Assignment. Assignor further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks, the Goodwill, and the Registrations.

IN WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment, as of the day and year first above written.

Assignor:

Prime Resources International

By: 

Name: Kevin B Conroy

Title: President

Date: 1-20-10

Attest: _____

EXHIBIT A

The "Marks"

1. "Prime Resources International" U.S. Trademark Reg. No. 3,372,019
2. "Pacifica Leather" U.S. Trademark Reg. No. 3,081,199

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