

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Barcalounger Corporation | | 08/30/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | HPC3 Furniture Holdings, LLC | | |
| Street Address: | 1880 Century Park East | | |
| Internal Address: | Suite 900 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90067 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1116068 | BARCALOUNGER | |
| Registration Number: | 2851667 | WAYNE PHILLIPS FURNITURE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (816)531-7545 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (816) 460-2400 | | |
| Email: | brian.mcginley@snrdenton.com,anita.hansen@snrdenton.com | | |
| Correspondent Name: | Brian R. McGinley | | |
| Address Line 1: | SNR Denton US LLP | | |
| Address Line 2: | P. O. Box 061080, WACKER DRIVE STATION | | |
| Address Line 4: | Chicago, ILLINOIS 60606-1080 | | |
| ATTORNEY DOCKET NUMBER: | 09112102-0002 (BRM) | | |
| NAME OF SUBMITTER: | Brian R. McGinley | | |

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 REEL: 004297 FRAME: 0227**

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| Signature: | /brian r mcginley/ |
| Date: | 10/15/2010 |
| Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif | |

TRADEMARK ASSIGNMENT

WHEREAS Barcalounger Corporation, a Delaware corporation (herein, "Assignor") owns the marks (herein, the "Marks") Barcalounger, U. S. Registration Number 73161431 / 1116068 and Wayne Phillips Furniture, U.S. Registration Number 76457248 / 2851667.

WHEREAS HPC3 Furniture Holdings, LLC, a Delaware limited liability company (herein, "Assignee") desires to acquire said Marks and the registration therefor and all of the rights to and interests therein.

NOW, THEREFORE, TO ALL CONCERNED, be it known for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby makes the transfer and assignment of all rights in the Marks as follows:

1. Assignor does sell, assign, and transfer all its right, title, and interest in and to the Marks unto Assignee and the registration thereof, together with the goodwill of the business in connection with which the said Marks are used and that part of the goodwill of the business connected with the use of and symbolized by the said Marks.
2. Assignor further agrees to execute and deliver such other or further documents or instruments as may be necessary, in the judgment of Assignee's counsel, to perfect Assignee's rights in and to the said Marks.
3. The assignment provided hereby includes any and all rights to use said Marks and all rights relating to, including the right to recover all damages for, infringement of the said Marks, whether such infringement occurred in the past or occurs in the future, as fully as if Assignor had filed such action in its own name.

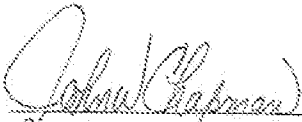
IN WITNESS WHEREOF, the undersigned Assignor has executed this Trademark Assignment.

ASSIGNOR:

ASSIGNEE:

BARCALOUNGER CORPORATION

HPC3 FURNITURE HOLDINGS, LLC



Signature

Signature

John W. Chapman

Printed Name

Printed Name

Chief Restructuring Officer

Title

Title

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IN WITNESS WHEREOF, the undersigned Assignor has executed this Trademark Assignment.

ASSIGNOR:

ASSIGNEE:

BARCALOUNGER CORPORATION

HPC3 FURNITURE HOLDINGS, LLC

Signature

Signature

Printed Name

Printed Name

Title

Title

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