

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Bill of Sale and Assignment	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shadow Mountain, Inc.		07/13/2010	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Furniture Origins (USA), Inc.		
<b>Street Address:</b>	194 Bucks Industrial Park Drive		
<b>City:</b>	Statesville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28625		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3431950	SHADOW MOUNTAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)685-6929		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-815-3629		
<b>Email:</b>	mbedsole@sgrlaw.com		
<b>Correspondent Name:</b>	Dana T. Hustins		
<b>Address Line 1:</b>	1230 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 3100, Promeande II		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	SHADOW TO FURNITURE		
<b>NAME OF SUBMITTER:</b>	Dana T. Hustins		
<b>Signature:</b>	/Dana T. Hustins/		

OP \$40.00 3431950

**900197850**

**TRADEMARK  
 REEL: 004589 FRAME: 0718**

Date:

07/25/2011

**Total Attachments: 4**

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## BILL OF SALE AND ASSIGNMENT AGREEMENT

FCC, LLC, d/b/a FIRST CAPITAL, a Florida limited liability company ("Assignor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Assignor in hand paid by Furniture Origins (USA), Inc. a Delaware corporation ("Assignee"), has GRANTED, SOLD ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and does by these presents GRANT, SELL, ASSIGN, TRANSFER, CONVEY, and DELIVER unto Assignee, all the following described properties, assets, rights, and interests as described in detail on Schedule 1 hereto (the "Assigned Properties") relating to or used in connection with the operation of the business conducted by Shadow Mountain, Inc., a North Carolina corporation ("Shadow"), now possessed by Assignor pursuant to § 9-609 of the Uniform Commercial Code after default by Shadow, ("Shadow") under that certain Factoring and Inventory Advances and Security Agreement dated August 21, 2009 between Shadow and Assignor (the "Factoring Agreement"; collectively, the Factoring Agreement and other documents related thereto shall be referred to as the "Instruments");

(a) All of Shadow's Accounts (specifically including all Accounts previously sold, factored or otherwise transferred to Seller pursuant to the terms of the Factoring Agreement), Inventory, General Intangibles and Negotiable Collateral;

(b) All of Shadow's chattel paper (whether tangible or electronic), contract rights, documents, instruments and investment property;

(c) All of Shadow's Equipment, whether or not affixed to realty and whether or not constituting fixtures;

(d) All of Shadow's books, records, ledger cards, data processing records, disc and tape files, computer software, printouts, runs, and any other property at any time evidencing or relating to Purchased Assets, including Shadow's Books;

Except for the meanings set forth below, capitalized terms used above shall have the meaning ascribed to them in the Asset Purchase Agreement:

"Accounts" means all accounts receivable due to Shadow (including medical and healthcare receivables), book debts, notes, drafts and acceptances and other forms of obligations owing to Shadow, whether arising from the sale or lease of goods or the rendition of services by Shadow (including any obligation that might be characterized as an account, contract right, general intangible or chattel paper under the Code), all of Shadow's rights in, to and under all purchase orders received by Shadow for goods and services, all proceeds from the sale of Inventory, all monies due or to become due to Shadow under all contracts for the sale or lease of goods or the rendition of services by Shadow (whether or not yet earned) (including the right to receive the proceeds of said purchase orders and contracts), all collateral security and guarantees of any kind given by any obligor with respect to any of the foregoing, and all goods returned to or reclaimed by Shadow that correspond to any of the foregoing, including without limitation, all Accounts which have been previously sold, factored or otherwise transferred to Seller pursuant to the terms of the Factoring Agreement.

"Code" means the Uniform Commercial Code of the applicable state.

"Equipment" means all of Shadow's machinery, machine tools, motors, equipment, furniture, fixtures, motor vehicles (including that certain 2002 Chevy Van – VIN 1GCHG39R921222728 and 1983 GMAC Truck – VIN 1GDK7HIJ7PJ513224), tools, parts, dies, jigs, goods, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, together with all warranties, guaranties and bonds relating to the same.

"General Intangibles" means all of Shadow's general intangibles an intangible personal property of Shadow (including payment intangibles and any and all choses or things in action, goodwill, patents and patent applications, tradenames, servicemarks, trademarks and trademark applications, including but not limited to that certain trademark Registration Number 3,431,950, Registration Date May 20, 2008, copyrights, blueprints, designs, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, infringement claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, deposit accounts, tax refunds and tax refund claims) other than goods and Accounts, as well as Shadow's Books relating to any of the foregoing.

"Goods" means all of Shadow's Goods, as defined in the Code.

"Inventory" means all of Shadow's inventory as defined in the Code, together with all of Shadow's inventory, including goods held for sale or lease or to be furnished under a contract of service and all of Shadow's raw materials, supplies, work in process, finished goods, shelving and racking upon which the inventory is stored and packing and shipping materials, and any documents of title representing any of the above.

"Negotiable Collateral" means all of Shadow's present letters of credit, advises of credit, notes, drafts, instrument, documents, including with limitation, bills of lading, leases, and chattel paper, and Shadow's Books relating to any of the foregoing.

"Shadow's Books" means all of Shadow's books and records including: minute books; ledgers, records indicating, summarizing or evidencing Shadow's assets, liabilities, and the Accounts; all information relating to Shadow's business operations; and all computer programs, discs or tape files, printouts, runs, and other computer prepared information and the equipment containing such information.

TO HAVE AND TO HOLD the Assigned Properties hereby sold, transferred and assigned unto Assignee, its successors and assigns forever.

Assignor acknowledges and agrees that Assignee is not assuming any claims, liabilities or obligations of Assignor or Shadow of any kind or description.

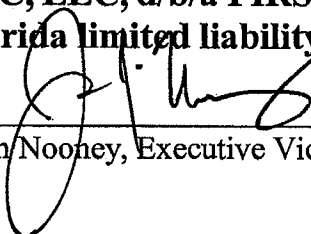
THIS BILL OF SALE AND ASSIGNMENT AGREEMENT IS EXECUTED PURSUANT TO THE TERMS OF THAT CERTAIN ASSET PURCHASE AGREEMENT DATED JULY 13, 2010, EXECUTED BY ASSIGNOR AND ASSIGNEE (THE "AGREEMENT"). EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT,

ASSIGNOR IS NOT MAKING, AND SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE ASSIGNED PROPERTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EXCEPT AS PROVIDED IN THE AGREEMENT, ASSIGNEE ACCEPTS THE ASSIGNED PROPERTIES "AS IS, WHERE IS," AND "WITH ALL FAULTS."

IN WITNESS HEREOF, Assignor has caused this Bill of Sale and Assignment Agreement to be executed effective as of the 13<sup>th</sup> day of July, 2010.

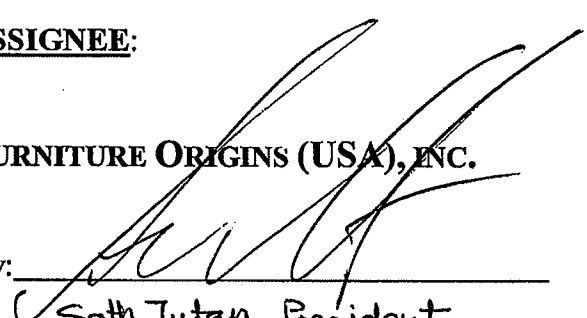
**ASSIGNOR:**

**FCC, LLC, d/b/a FIRST CAPITAL, a  
Florida limited liability company**

By:   
John Nooney, Executive Vice President

**ASSIGNEE:**

**FURNITURE ORIGINS (USA), INC.**

By:   
Seth Jutan, President

Schedule 1  
List of Assigned Interests

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
RUGS, IN CLASS 27; LIGHTING FIXTURES AND LAMPS, IN CLASS 11, AND, FURNITURE, MIRRORS, FIREPLACE SCREENS, AND UMBRELLA STANDS, IN CLASS 20	3,431,950	May 20, 2008

UNITED STATES  
PENDING APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Date</u>
	None	

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None