

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Casual, LLC		09/14/2011	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Plantation Patterns Furniture Company, LLC		
Street Address:	2655 Research Park		
City:	Fitchburg		
State/Country:	WISCONSIN		
Postal Code:	53719		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2242465	PLANTATION PATTERNS	
Registration Number:	3226390	P P	
Registration Number:	2245432	THE HOME COLLECTION FROM PLANTATION PATTERNS	
Registration Number:	3152648	PLANTATION PATTERNS AMERICAN WROUGHT IRON FURNITURE	
CORRESPONDENCE DATA			
Fax Number:	(608)257-2508		
Phone:	6082685595		
Email:	eogden@murphydesmond.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Erin R. Ogden		
Address Line 1:	33 E. Main St. Suite 500		
Address Line 4:	Madison, WISCONSIN 53701-2038		
ATTORNEY DOCKET NUMBER:	111765		

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NAME OF SUBMITTER:	Erin R. Ogden
Signature:	/Erin R. Ogden/
Date:	09/14/2011
Total Attachments: 3 source=HC-PP assignment#page1.tif source=HC-PP assignment#page2.tif source=HC-PP assignment#page3.tif	

ASSIGNMENT AGREEMENT - 1

This Assignment Agreement (the "Agreement") is entered into as of the ___ day of September, 2011, (the "Effective Date") by and among **Home Casual, LLC** ("Home Casual"), a Wisconsin limited liability company, and **Plantation Patterns Furniture Company, LLC** ("Plantation Patterns"), a Wisconsin limited liability company.

RECITALS

WHEREAS, Plantation Patterns desires to receive from Home Casual an assignment of all intellectual property rights in certain trademarks described below owned by Home Casual, and Home Casual desires to assign to Plantation Patterns all of its intellectual property rights in the trademarks described below in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

ASSIGNMENT. For good and valuable consideration equal to that consideration paid by any bona fide third party purchaser of the assets of Plantation Patterns for the marks described below under the applicable asset purchase agreement, Home Casual hereby irrevocably assigns, conveys, sells, grants and transfers, and agrees to assign, convey, sell, grant and transfer to Plantation Patterns, and its successors and assigns, all of Home Casual's rights, title and interest in the following marks (the "Marks"), including but not limited to the registrations thereof, to the full extent of its ownership or interest therein subject to any and all security interests granted by Home Casual to FCC, LLC d/b/a First Capital pursuant to an agreement effective January 26, 2011:

Marks

PLANTATION PATTERNS

U.S. Serial No. 75/318,340

U.S. Registration No. 2,242,465

Registration Date: 5/4/1999

Date of First Use: 9/28/1962

Goods: residential and commercial furniture

PP – logo



U.S. Serial No. 76/645,889

U.S. Registration No. 3,226,390

Registration Date: 4/10/2007

Date of First Use: 7/00/2004

Goods: residential furniture

THE HOME COLLECTION FROM PLANTATION PATTERNS

U.S. Serial No. 75/318,342

U.S. Registration No.: 2,245,432

Registration Date: 5/18/1999

Date of First Use: 4/00/1994

Goods: residential and commercial furniture

PLANTATION PATTERNS AMERICAN WROUGHT IRON FURNITURE

U.S. Serial No. 76/645,888

U.S. Registration No. 3,152,648

Registration Date: 10/10/2006

Date of First Use: 7/00/2004

Goods: residential and commercial furniture

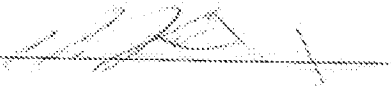
This Assignment includes, without limitation, all common law rights to the Marks associated with all products, including, without limitation, indoor and outdoor furniture for residential as well as commercial use, cushions and pillows for indoor and outdoor use, market umbrellas and umbrella stands, and all rights to the Marks in connection with the distribution and marketing thereof, all worldwide, federal, state, statutory, common law and other rights; all trade or service mark applications and registrations (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all associated domain names, used in selling, advertising or communicating regarding the goods given; all goodwill associated therewith symbolized by the Marks; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and, any and all other rights and interests arising out of, in connection with, or in relation to the Marks. Upon Plantation Patterns' request, Home Casual will promptly take such other actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Plantation Patterns in and to the Marks.

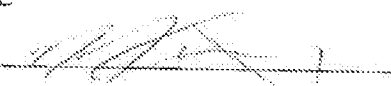
[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

Home Casual, LLC

Plantation Patterns Furniture Company, LLC

By: 

By: 

Name: Donald D. Corning

Name: Donald D. Corning

Title: President

Title: Manager

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