

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
Plantation Patterns Furniture Company, LLC		09/22/2011	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Plantation Patterns, LLC		
Street Address:	942 West Park Road		
City:	Selma		
State/Country:	ALABAMA		
Postal Code:	36701		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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:	(205)488-6274		
Phone:	205-521-8274		
Email:	lfriedman@babbc.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:	Linda A. Friedman		
Address Line 1:	1819 Fifth Avenue North		
Address Line 2:	One Federal Place		
Address Line 4:	Birmingham, ALABAMA 35203		

OP \$115.00 2242465

ATTORNEY DOCKET NUMBER:	TE1736US00LF
NAME OF SUBMITTER:	Linda A. Friedman
Signature:	/laf/
Date:	09/27/2011
Total Attachments: 4 source=plantationpatternstmassign#page1.tif source=plantationpatternstmassign#page2.tif source=plantationpatternstmassign#page3.tif source=plantationpatternstmassign#page4.tif	

ASSIGNMENT AGREEMENT - 2

This Assignment Agreement (the "Agreement") is entered into as of the 22nd day of September, 2011, (the "Effective Date") by and among **Plantation Patterns Furniture Company, LLC** ("Seller"), a Wisconsin limited liability company, and **Plantation Patterns, LLC** ("Buyer"), a Delaware limited liability corporation.

RECITALS

WHEREAS, Seller and Buyer entered into an asset purchase agreement dated September 22, 2011 ("Purchase Agreement") that closed on the Effective Date; and

WHEREAS, in accordance with said Purchase Agreement, Buyer desires to receive from Seller an assignment of all intellectual property rights in certain trademarks owned by Seller, and Seller desires to assign to Buyer all of its intellectual property rights in the trademarks detailed 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. In consideration of the amount of the Purchase Price (as defined in the Purchase Agreement) allocated to the Marks (as defined below) pursuant to the Purchase Agreement paid on the Effective Date and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller hereby irrevocably assigns, conveys, sells, grants and transfers, and agrees to assign, convey, sell, grant and transfer to Buyer, and its successors and assigns, all of Seller's worldwide 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:

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

TRADEMARK

REEL: 004630 FRAME: 0975

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, and market umbrellas and umbrella stands, and 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 Buyer's request, Seller 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 Buyer in and to the Marks.

The Parties agree that this Agreement incorporates by reference provisions of the Purchase Agreement that relate to intellectual property, including warranties and indemnities, and provisions that relate to Jurisdiction and Venue, Remedies, Jury Waiver and Enforcement Costs. Without limiting warranties in the Purchase Agreement, Seller warrants that (i) it has good title to the Marks in United States and in every country where the Marks have been used, (ii) Seller have used the PLANTATION PATTERNS mark and the PLANTATION PATTERNS AMERICAN WROUGHT IRON FURNITURE mark on or in connection with cushions, umbrellas, and furniture since at least August 1, 2009, and (iii) Seller have used the PP logo on or in connection with cushions, umbrellas, and furniture since at least August 1, 2009.

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

Seller:
Plantation Patterns Furniture Company,
LLC

Buyer:
Plantation Patterns, LLC

By: 
Name: Donald D. Corning

By: _____
Name: _____

Title: Manager

Title: _____

4817-9372-4426, v. 1

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

Seller:
**Plantation Patterns Furniture Company,
LLC**

Buyer:
Plantation Patterns, LLC

By: _____

By: *E. J. Marino, Jr.*

Name: _____

Name: E. J. Marino, Jr.

Title: _____

Title: Manager

4813-9422-1578, v. 1