

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
Broyhill Home Furnishings, Inc.		11/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HHG GLOBAL DESIGNS LLC
Street Address:	1 North Brentwood Blvd., 15th Floor
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3592860	ADAPTABLES
Registration Number:	3978825	ASSEMBLEASE
Registration Number:	2777319	ATTIC HEIRLOOMS
Registration Number:	0658809	BROYHILL
Registration Number:	4240270	BROYHILL
Serial Number:	85670243	BROYHILL
Registration Number:	1319405	BROYHILL
Registration Number:	1446458	BROYHILL
Registration Number:	2509955	BROYHILL LEATHER
Registration Number:	3628381	OFFICE2HOME BY BROYHILL
Registration Number:	3628010	OPULUX
Registration Number:	1761401	
Serial Number:	85670238	
Registration Number:	1382355	THE BROYHILL DIFFERENCE

CH \$390.00 3592860

Registration Number:

1456548

THE GOOD NIGHT SLEEPER BY BROYHILL

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:

43706-002

NAME OF SUBMITTER:

Jenifer deWolf Paine

Signature:

/Jenifer deWolf Paine/

Date:

12/09/2013

Total Attachments: 10

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ASSIGNMENT – BROYHILL HOME FURNISHINGS, INC.

THIS ASSIGNMENT is made as of the 25 day of November, 2013, by and between Broyhill Home Furnishings, Inc., a Delaware corporation with an address of One Broyhill Park, Lenoir, North Carolina 28633 (“Assignor”) on the one hand, and HHG Global Designs, LLC, a Delaware limited liability company with an address of 1 North Brentwood Blvd., 15th Floor, St. Louis MO 63105 (“Assignee”) on the other hand.

WHEREAS, Assignor owns trademarks, service marks, logos, trade dress, trade names, indicia, and other source identifiers together with all translations, adaptations, derivations and combinations thereof, including the good will associated with the foregoing, including but not limited to the trademarks listed on the attached Schedule A, including the registrations and applications therefor, and all goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, Assignor owns inventions (whether patentable or unpatentable and whether or not reduced to practice) and invention disclosures, including but not limited to the patents listed on the attached Schedule B (collectively, “Patents”);

WHEREAS, Assignor owns of works of authorship, copyrightable works, mask works, designs, and copyrights, including but not limited to the copyright registrations listed on the attached Schedule C (collectively, “Copyrights”);

WHEREAS, Assignor owns domain names, including but not limited to the domain names listed on the attached Schedule D (collectively, “Domain Names”); and

WHEREAS, the Assignor wishes to sell and assign, and the Assignee wishes to purchase and assume, the Trademarks, Patents, Copyrights, and Domain Names;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and delivers, free and clear of all liens, encumbrances and claims, to the Assignee, and Assignee hereby accepts, all right, title, and interest in, to, and under the Trademarks, Patents, Copyrights, Trademarks, and Domain Names, including any renewals, extensions, divisionals and continuations thereof, and in and to all causes of action, either in law or in equity for past, present, or future infringement or other violations thereof, and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and in and to all rights corresponding to the foregoing throughout the world.
2. Within five days of execution of this Agreement, Assignor will transfer or cause the transfer of the Domain Names to Assignee and will provide all administrative rights to the Domain Names as may be required to take possession of and control the Domain Names. Assignor agrees to execute any further documents or take any reasonable further steps as Assignee may deem necessary to effectuate the transfer of the Domain Names to Assignee.

3. Assignor authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights, and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.
4. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of the Assignee) to effectuate the transfer of the Trademarks, Patents, Copyrights, and Domain Names to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

BROYHILL HOME FURNISHINGS, INC.

HHG GLOBAL DESIGNS LLC

By: _____

By: _____

Name: _____

Ira Glazer
President

Title: _____

3. Assignor authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights, and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.
4. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of the Assignee) to effectuate the transfer of the Trademarks, Patents, Copyrights, and Domain Names to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

BROYHILL HOME FURNISHINGS, INC.

HHG GLOBAL DESIGNS LLC

By: 

By: _____


Name: Meredith M. Graham

Ira Glazer
President

Title: Chief Administrative Officer, General Counsel and Corporate Secretary

Schedule A
Broyhill Home Furnishings, Inc. Trademarks

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
BROYHILL	Australia	365041 Sep 1, 1981	365041 Sep 1, 1981
BROYHILL	Benelux	644788 Aug 28, 1981	375690 Aug 28, 1981
BROYHILL	Brazil	905953002 Mar 7, 2013	
PINWHEEL LOGO (and design) 	Brazil	905953037 Mar 7, 2013	
ADAPTABLES	Canada	1419066 Nov 21, 2008	TMA800543 Jun 21, 2011
ASSEMBLEASE	Canada	1474156 Mar 23, 2010	TMA845994 Mar 12, 2013
BROYHILL	Canada	476432 Oct 5, 1981	276214 Feb 4, 1983
BROYHILL	Canada	1538992 Aug 9, 2011	
BROYHILL	China	8972933 Dec 21, 2010	
BROYHILL	China	9960428 Sep 14, 2011	
BROYHILL	Denmark	A360381 Aug 28, 1981	VR198203235 Sep 10, 1982
ASSEMBLEASE	European Union	010711901 Mar 9, 2012	010711901 Aug 7, 2012
BROYHILL	European Union	010139517 Jul 21, 2011	010139517 Dec 22, 2011
BROYHILL	France	305087 Aug 26, 1991	1689561 Sep 24, 1981
BROYHILL	Germany	B6875820WZ Aug 27, 1981	1029866 Feb 24, 1982
BROYHILL	Indonesia	D00201004078 7 Nov 11, 2010	IDM000340790 Nov 28, 2011
BROYHILL	Ireland	2790 Oct 6, 1981	101864 Oct 6, 1981

BROYHILL	Italy	MI2011C00659 1 Jun 28, 1991	1460530 Jun 16, 1994
BROYHILL	Malaysia	2013007265 May 23, 2013	
ASSEMBLEASE	Mexico	1076629 Mar 23, 2010	1314303 Sep 26, 2012
BROYHILL	Mexico	120889 Aug 22, 1991	402990 Dec 23, 1991
BROYHILL	Norway	812317 Aug 26, 1981	112336 Nov 4, 1982
BROYHILL	Russian Federation	2010733684 Oct 20, 2010	440199 Jun 29, 2011
BROYHILL	Spain	1645617 Jun 28, 1991	1645617 Apr 6, 1992
BROYHILL	Sweden	814475 Aug 28, 1981	179604 Jan 8, 1982
BROYHILL	Switzerland	4620 Aug 27, 1981	P314514 Aug 27, 1981
BROYHILL	United Kingdom	1164378 Nov 10, 1981	1164378 Nov 10, 1981
BROYHILL (and pinwheel design) 	United Kingdom	1164379 Nov 10, 1981	1164379 Aug 20, 1996
ADAPTABLES	United States of America	77480601 May 21, 2008	3592860 Mar 17, 2009
ASSEMBLEASE	United States of America	77834125 Sep 24, 2009	3978825 Jun 14, 2011
ATTIC HEIRLOOMS	United States of America	76339717 Nov 19, 2001	2777319 Oct 28, 2003
BROYHILL	United States of America	72034911 Aug 5, 1957	0658809 Feb 25, 1958
BROYHILL	United States of America	85399858 Aug 17, 2011	4240270 Nov 13, 2012
BROYHILL	United States of America	85670243 Jul 6, 2012	

BROYHILL (and pinwheel design) 	United States of America	73465530 Feb 13, 1984	1319405 Feb 12, 1985
BROYHILL (and pinwheel design) 	United States of America	73630088 Nov 28, 1986	1446458 Jul 7, 1987
BROYHILL LEATHER	United States of America	76188785 Jan 2, 2001	2509955 Nov 20, 2001
OFFICE2HOME BY BROYHILL (and design) 	United States of America	77443785 Apr 9, 2008	3628381 May 26, 2009
OPULUX	United States of America	77350407 Dec 12, 2007	3628010 May 26, 2009
PINWHEEL DESIGN 	United States of America	74290844 Jul 6, 1992	1761401 Mar 30, 1993
PINWHEEL DESIGN 	United States of America	85670238 Jul 6, 2012	
THE BROYHILL DIFFERENCE	United States of America	73550836 Jul 29, 1985	1382355 Feb 11, 1986
THE GOOD NIGHT SLEEPER BY BROYHILL	United States of America	73646308 Feb 24, 1987	1456548 Sep 8, 1987
BROYHILL	Vietnam	4201311176 May 30, 2013	

Schedule B
Broyhill Home Furnishings, Inc. Patents

None.

Schedule C
Broyhill Home Furnishings, Inc. Copyrights

None.

Schedule D
Broyhill Home Furnishings, Inc. Domain Names

None.