

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Meridian International, Inc.		02/01/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Hooker Furniture Corporation		
Street Address:	440 East Commonwealth Boulevard		
City:	Martinsville		
State/Country:	VIRGINIA		
Postal Code:	24112		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3306628	ACCENTRICS	
Registration Number:	4449002	ACCENTRICS HOME	
Registration Number:	3671099	CREATIONS	
Registration Number:	4186444	CREATIONS BABY	
Registration Number:	4186447	CREATIONS BABY	
Registration Number:	3756241	CREATIONS GIVE THEM THE MOON AND THE STA	
Serial Number:	86793265	HAMPTON POINT FURNITURE	
Registration Number:	4784212	HOME MERIDIAN INTERNATIONAL	
Registration Number:	4447699	KEEPSAKES	
Registration Number:	4647937	PRI PRIME RESOURCES INTERNATIONAL	
Registration Number:	3372019	PRIME RESOURCES INTERNATIONAL	
Registration Number:	3210563	PULASKI FURNITURE CORPORATION	
Registration Number:	4660993	RHYTHM AND HOME	
Registration Number:	4491948	RIGHT2HOME E-COMMERCE FURNITURE SOLUTION	
Registration Number:	4422917	ROOMGEAR BEDROOM SOLUTIONS FOR KIDS . .	
Registration Number:	2061208	SAMUEL LAWRENCE	
Registration Number:	3317585	SLF	
Registration Number:	3510057	SLF SAMUEL LAWRENCE FURNITURE	
Registration Number:	3297575	SLF. SAMUEL LAWRENCE FURNITURE	
TRADEMARK			

OP \$565.00 3306628

Property Type	Number	Word Mark
Registration Number:	3903668	TANGERINE
Registration Number:	3903667	TANGERINE A PULASKI FURNITURE PORTFOLIO
Serial Number:	86872759	URBAN VINTAGE

CORRESPONDENCE DATA

Fax Number: 7037125184
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 703.712.5416
Email: edavenport@mcguirewoods.com
Correspondent Name: Lorna J. Tang, McGuireWoods LLP
Address Line 1: 1750 Tysons Boulevard
Address Line 4: Tysons Corner, VIRGINIA 22102-4215

NAME OF SUBMITTER:	Lorna J. Tang
SIGNATURE:	/Lorna J. Tang/
DATE SIGNED:	03/16/2016

Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment Agreement"), is executed as of February 1, 2016 ("Closing Date"), by and between HOME MERIDIAN INTERNATIONAL, INC. ("Assignor") and HOOKER FURNITURE CORPORATION ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated as of January 5, 2016 ("Purchase Agreement").

RECITALS

A. Pursuant to Section 2.1 of the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets, including, without limitation, the Seller Owned Intellectual Property;

B. Simultaneously with the execution of this IP Assignment Agreement, Assignee and Assignor are also entering into an Assignment and Assumption Agreement, and Assignor is making a Bill of Sale to Assignee, pursuant to which Assignor is selling, assigning, conveying, transferring and delivering to Assignee all of its right, title and interest in and to certain contracts and the other Purchased Assets, all as described therein; and

C. Pursuant to Section 3.2 of the Purchase Agreement, the Parties have agreed to enter into this IP Assignment Agreement to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Seller Owned Intellectual Property. Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby purchases from Assignor, free and clear of all Liens (other than Permitted Liens), all of Assignor's right, title and interest in and to all Seller Owned Intellectual Property, including without limitation, all goodwill associated therewith, and all sales, advertising, promotional and marketing information and materials, all websites and domain names, and the Registered Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or registrations therefor, any and all income royalties, or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for any and all past, present and future infringements of such Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto ("Assigned IP"). In order to enable the use by Assignee of the website names and addresses set forth on Schedule A hereto ("Domain Names"), Assignor agrees to provide Assignee, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto.

Section 2 Further Assurances.

a. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, conveyance, transfer, assignment and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee title to the Assigned IP, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

b. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

Section 3 Amendment and Waiver. This IP Assignment Agreement may be amended, supplemented or modified, and any provision hereof may be waived, only pursuant to a written instrument making specific reference hereto signed by both the Assignor and the Assignee.

Section 4 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

Section 5 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 6 Choice of Law. This IP Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 7 Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by

reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. For the avoidance of doubt, no additional representations or warranties are being made in this IP Assignment Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

Section 8 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

HOME MERIDIAN INTERNATIONAL, INC.

By: _____

Name: Doug Townsend

Title: Executive Vice President

ASSIGNEE:

HOOKER FURNITURE CORPORATION

By: _____

Name:

Title:

Signature Page to Intellectual Property Assignment Agreement

TRADEMARK
REEL: 005752 FRAME: 0367

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

HOME MERIDIAN INTERNATIONAL, INC.

By:

Name:

Title:

ASSIGNEE:

HOOKEE FURNITURE CORPORATION

By: Paul B. Toms, Jr.

Name: Paul B. Toms, Jr.

Title: Chairman/CEO

SCHEDULE A**ASSIGNED IP**Trademarks – U.S.

Trademark	Registration/ Application No.	Registration/ Application Date
Accentrics	3,306,628	9-Oct-07
Accentrics Home	4,449,002	10-Dec-13
Creations (Stylized)	3,671,099	18-Aug-09
Creations Baby	4,186,444	7-Aug-12
Creations Baby (and Design)	4,186,447	7-Aug-12
Creations Give Them the Moon and the Stars (Stylized)	3,756,241	2-Mar-10
Hampton Point Furniture	86/793,265	20-Oct-15
Home Meridian International (Logo)	4,784,212	4-Aug-15
Keepsakes	4,447,699	10-Dec-13
PRI Prime Resources International (Logo)	4,647,937	2-Dec-14
Prime Resources International	3,372,019	22-Jan-08
Pulaski Furniture Corporation	3,210,563	20-Feb-07
Rhythm and Home	4,660,993	23-Dec-14
Right2Home E-Commerce Furniture Solutions	4,491,948	4-Mar-14
Roomgear Bedroom Solutions for Kids ... and Parents!	4,422,917	22-Oct-13
Samuel Lawrence	2,061,208	13-May-97
SLF	3,317,585	23-Oct-07
SLF Samuel Lawrence Furniture (Color Logo)	3,510,057	30-Sep-08
SLF Samuel Lawrence Furniture (Logo)	3,297,575	25-Sep-07
Tangerine	3,903,668	11-Jan-11
Tangerine A Pulaski Furniture Portfolio (Stylized and Design)	3,903,667	11-Jan-11
URBAN VINTAGE	86872759	12-Jan-16

Trademarks – International

Trademark	Registration No.	Registration Date	Country
Creations (Stylized)	5640310	21-Sept-09	China
Creations	5640311	14-Jan-11	China
Creations (Stylized)	5640305	7-Dec-09	China
Creations (Stylized)	5640304	7-Dec-10	China
Creations (Stylized)	5640303	7-Dec-10	China
Pulaski Furniture (Logo)	14020116	21-May-15	China
pfc Pulaski Furniture Corporation (Katakana)	5771944	14-May-10	China
Pulaski Furniture Corporation	5234998	14-Jun-09	China
Pulaski Furniture Corporation	5234997	14-Jun-09	China
Pulaski Furniture	40-543318	15-Mar-03	South Korea
SAMUEL LAWRENCE	4138220	7-May-07	China
SLF	5453016	28-Apr-10	China
SLF Samuel Lawrence Furniture (Color Logo)	5453011	28-Apr-10	China
SLF Samuel Lawrence Furniture (Logo)	5453008	28-Apr-10	China

Patents

Application No.	Filing Date	Title	Patent No.
29/411,203	18-Jan-12	UPHOLSTERED HEADBOARD	D663142
29/441,322	3-Jan-13	Youth Staircase	D710517
29/153,575	9-Jan-02	HEADBOARD	D465682
29/165,205	6-Aug-02	BEDSTEAD	D487999

Copyrights

Full Title	Copyright Number	Date of Creation	Date of Publication	Claimant
Cordova / By Pulaski	TX0005190543	1999	21-Sep-99	Pulaski Furniture Corporation ¹
Tuscany	TX0005190544	1998	30-Mar-98	Pulaski Furniture Corporation ²
Pulaski fossil stone table	VA0000596844	1989	15-Oct-89	All Assigned to Home Meridian International, Inc./Pulaski Furniture Corporation January 26, 2010; Assignment Document: V3586D547
Furniture foot stool	VAu000037126	1981	24-May-82	
Bellagio collection	VA0001325240	2003	16-Sep-04	
Chandler Park metal work I	VA0001238017	2002	18-Apr-02	
Chandler Park metal work II	VA0001238019	2002	18-Apr-02	
Monaco Collection	VA0001325239	2003	12-Dec-12	
Rockport Bed Carvings	VA0001238018	2002	17-Oct-02	
Rockport Mirror Carvings	VA0001237750	2002	17-Oct-02	
Rockport Mirror Carvings Sculpture	VA0001237750	2002	17-Oct-02	

Domain Names

ACCENTRICSBYPULASKI.COM
 ACCENTRICSHOME.COM
 CREATIONBABY.COM
 CREATIONSBABY.COM
 CREATIONSKIDS.COM
 DAWSONFURNITURE.COM
 E-RIGINALS.COM
 HMI-ASIA.COM

¹ An Affidavit in Support of Transfer of Copyrights, dated August 28, 2015, has been delivered to the United States Copyright Office for purposes of updating the name of the record owner of this copyright from Pulaski Furniture Corporation to Home Meridian International, Inc.

² An Affidavit in Support of Transfer of Copyrights, dated August 28, 2015, has been delivered to the United States Copyright Office for purposes of updating the name of the record owner of this copyright from Pulaski Furniture Corporation to Home Meridian International, Inc.

HMI-CO.COM
HMNUMERIA.COM
HOMEMERIDIAN.COM
HOMEMERIDIANINTERNATIONAL.COM
HOMEMERIDIANINTL.COM
PRI-CO.COM
PRIMERESOURCESINT.COM
PULASKIFURNITURE.COM
RHYTHMANDHOME.COM
RHYTHMNHOME.COM
RIGHT2HOME.COM
ROOMGEAR.COM
ROOMGEARFURNITURE.COM
SAMUELLAWRENCE.COM
SLF-CO.COM
SLH-CO.COM
SOURCINGSOLUTIONS-CO.COM
SOURCINGSOLUTIONSGROUP.COM
SSGROUP-CO.COM
SSGRP-CO.COM