# OP \$40.00 86908930

ETAS ID: TM393287

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Phoenix Home Furnishings, Inc.	FORMERLY Home Meridian International, Inc.	07/21/2016	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: 1**

Property Type	Number	Word Mark
Serial Number:	86908930	SIMPLY CHARMING

### CORRESPONDENCE DATA

**Fax Number:** 8046982007

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:** 804-775-1071

Email: edavenport@mcguirewoods.com

Correspondent Name: Robin C. Vance, McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 2: Gateway Plaza

Address Line 4: Richmond, VIRGINIA 23219-3916

NAME OF SUBMITTER:	Robin C. Vance
SIGNATURE:	/Robin C. Vance/
DATE SIGNED:	08/01/2016

### **Total Attachments: 1**

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TRADEMARK REEL: 005844 FRAME: 0066

# TRADEMARK ASSIGNMENT

Phoenix Home Furnishings, Inc. (formerly Home Meridian International, Inc.), a corporation organized under the laws of Virginia (the "Assignor"), had bona fide intent to use and is the owner of record of the trademark application for SIMPLY CHARMING (Serial No. 86/908,930) (the "Trademark"), together with the goodwill of Assignor's business (the "Goodwill"). Assignor desires to transfer all of its rights and interests in to the Trademark to Hooker Furniture Corporation, a corporation organized under the laws of Virginia (the "Assignee") pursuant to that certain Asset Purchase Agreement dated as of January 5, 2016 by and between Assignor and Assignee (the "Purchase Agreement"). Pursuant to the Purchase Agreement, Assignee desires to acquire the Trademark, together with the Goodwill, as a successor to the business of the Assignor, or portion thereof, to which the Trademark pertains, which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby GRANT, SELL, TRANSFER AND ASSIGN unto the Assignee, its successors and assigns:

- A. All right, title and interest in and to the Trademark and the Goodwill held by Assignor, in the United States and elsewhere around the world (if any), whether formally protected by way of application or registration or otherwise based at common law, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parents, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made; and
- B. The Goodwill transferred by Assignor to Assignee on even date connected with the use of and symbolized by the said Trademark; and
- C. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademark or injury to said Goodwill, together with the right to sue or recover the same in the Assignor's name.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to sign this instrument as of the \_\_\_\_\_\_day of July, 2016.

Assignor

Phoenix Home Furnishings, Inc.

By:

Name: Doug Townsend

Title: Executive Vice President

TRADEMARK REEL: 005844 FRAME: 0067

RECORDED: 08/01/2016