

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407477

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900382354
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARTISTICA, LLC		10/06/2016	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Lexington Furniture Industries, Inc.
<b>Street Address:</b>	1300 National Highway
<b>City:</b>	Thomasville
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27360-2318
<b>Entity Type:</b>	Corporation: NORTH CAROLINA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	3850606	ANTHOLOGY
<b>Registration Number:</b>	2405111	ARTISTICA

## CORRESPONDENCE DATA

Fax Number: 3362329192

*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.*

Email: jlund@brookspierce.com

Correspondent Name: Iain MacSween, Esq.

Address Line 1: 230 N. Elm St.

Address Line 2: Suite 2000

Address Line 4: Greensboro, NORTH CAROLINA 27401

<b>NAME OF SUBMITTER:</b>	Iain MacSween
<b>SIGNATURE:</b>	/Iain MacSween/
<b>DATE SIGNED:</b>	12/02/2016

## Total Attachments: 5

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## **SHORT FORM ASSIGNMENT OF TRADEMARKS AND REGISTRATIONS**

THIS SHORT FORM ASSIGNMENT OF TRADEMARKS AND REGISTRATIONS (the "Assignment") is made by and among Artistica, LLC, a California limited liability company, having a principal place of business at 3200 Golf Course Road, Ventura, California 93003 and Artistica, a California corporation, formerly known as Artistica Metal Designs, Inc. having a principal place of business at 3200 Golf Course Road, Ventura, California 93003 (collectively, "Assignor"), and Lexington Furniture Industries, Inc., a North Carolina corporation, having a principal place of business at 1300 National Highway, Thomasville, NC 27360-2318 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Purchase and Sale Agreement dated as of October 6, 2016 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in and to the following trademarks and trademark registrations (collectively, the "Trademarks" and "Registrations");

	<b>TRADEMARKS</b>	<b>APPL. NO./ FILE DATE</b>	<b>REG. NO./ REG. DATE</b>	<b>STATUS</b>	<b>NEXT DUE</b>
1.	ANTHOLOGY	77/509,224 06/26/2008	3,850,606 09/21/2010	Registration	09/21/2020
2.	ARTISTICA	75/519,688 07/14/1998	2,405,111 11/21/2000	Registration	11/21/2020

AND WHEREAS, Assignee is desirous of acquiring all rights, title, and interests in, to, and under the Trademarks and Registrations;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assign, transfer and convey, unto Assignee

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, assign, transfer and convey, and by these presents does hereby sell, assign, transfer and convey, unto Assignee all of Assignor's present and future right, title, and interest in, to and under the following (the "Assigned Rights") together with all goodwill accumulated to date by Assignor that is associated with the Assigned Rights:

1. the Trademarks and Registrations and all issuances, extensions, and renewals thereof;
2. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
3. any and all royalties, fees, income, payments, and other proceeds hereafter due or payable with respect to any and all of the foregoing; and
4. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

FURTHERMORE, Assignor hereby acknowledges that any and all Assigned Rights are, under separate agreement, already under obligation of assignment to Assignee and in fact may have already been assigned to Assignee, and that this Assignment is being duly executed for at least the purposes of public recordation with the United States Patent and Trademark Office, or any other intellectual property registration office throughout the world, of Assignee's rights, title, and interests in and to the Assigned Rights.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of Assignee, without further written or oral authorization from Assignor.

This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

( signature page to follow )

This the 6<sup>th</sup> day of October, 2016, by the Assignor:

ARTISTICA, LLC

By: [Signature]  
Name: Robert W. Yount, Jr.  
Title: President

STATE OF North Carolina  
COUNTY OF Davidson

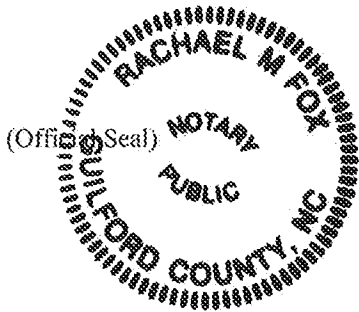
I, Rachael M Fox, a Notary Public for said County and State, do hereby certify that Robert W. Yount, Jr., President of Artistica, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing SHORT FORM ASSIGNMENT OF TRADEMARKS AND REGISTRATIONS on behalf of Artistica, LLC.

WITNESS my hand and official seal, this the 10 day of October, 2016.

Rachael M Fox  
Official Signature of Notary

Notary's printed name: Rachael M. Fox

My commission expires: June 23, 2020



ARTISTICA

By: [Signature]  
Name: Robert W. Yount, Jr.  
Title: Chief Executive Officer and President

STATE OF North Carolina  
COUNTY OF Davidson

I, Rachael M Fox, a Notary Public for said County and State, do hereby certify that Robert W. Yount, Jr., Chief Executive Officer and President of Artistica, personally appeared before me this day and acknowledged the due execution of the foregoing SHORT FORM ASSIGNMENT OF TRADEMARKS AND REGISTRATIONS on behalf of Artistica.

WITNESS my hand and official seal, this the 10 day of October, 2016.

Rachael M Fox  
Official Signature of Notary

Notary's printed name: Rachael M Fox

My commission expires: June 23, 2020

