

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DMI MANAGEMENT, INC.		04/09/2018	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	FLEXSTEEL INDUSTRIES, INC.		
Street Address:	385 Bell Street		
City:	Dubuque		
State/Country:	IOWA		
Postal Code:	52001-7004		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2237703	WYNWOOD	
Registration Number:	2810598	HOME STYLES	
Registration Number:	4500462	HOME STYLES	
Registration Number:	3153706	CREATE-A-CART	
Registration Number:	5428994	HOMESTYLES	
Registration Number:	5428993	HOMESTYLES	
Serial Number:	86887228	HOMESTYLES	
Serial Number:	86887284	HOMESTYLES	
CORRESPONDENCE DATA			
Fax Number:	5025811087		
<i>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.</i>			
Phone:	502-589-5400		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Cynthia L. Stewart		
Address Line 1:	400 West Market Street, Floor 32		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Cynthia L. Stewart		
SIGNATURE:	/Cynthia L. Stewart/		

OP \$215.00 2237703

DATE SIGNED:

04/11/2018

Total Attachments: 18

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and entered into April 9, 2018 between DMI Management, Inc., a Kentucky corporation ("Assignor") and Flexsteel Industries, Inc., a Minnesota corporation ("Assignee").

RECITALS

WHEREAS, Assignor was a wholly owned subsidiary of DMI Furniture, Inc., a Kentucky corporation;

WHEREAS, on April 3, 2018, DMI Furniture, Inc. was merged with and into Assignee;

WHEREAS, on April 4, 2018, Assignor adopted a Plan of Dissolution to accomplish the complete and voluntary dissolution of Assignor, with such dissolution occurring on or after April 10, 2018;

WHEREAS, the parties desire that the chain of title showing the transfer of intellectual property from Assignor to Assignee be clearly documented and recorded with the appropriate patent, trademark and copyright office as required or as permitted;

WHEREAS, the parties therefore desire to enter into this Assignment, pursuant to which Assignor desires to distribute, assign and transfer to and confirm in Assignee Assignor's entire right, title and interest in and to the Copyrights, Trademarks and Patents (all as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound:

COPYRIGHTS

1. Assignor hereby distributes, assigns and transfers to Assignee all of such Assignor's right, title and interest in and to the copyrights referenced on Schedule A to this Assignment (the "Copyrights"), including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.
2. Assignee hereby accepts the foregoing assignment.
3. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining copyright protection for, and confirming Assignee's title to, the Copyrights, at Assignee's sole expense.

TRADEMARKS

4. Assignor hereby distributes, assigns and transfers to Assignee all of such Assignor's right, title and interest in and to all trademarks listed on Schedule A to this Assignment (the "Trademarks"), together with the goodwill of the businesses that are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

5. Assignee hereby accepts the foregoing assignment.

6. Assignor agrees to cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that such Assignor take to effectuate, carry out, or fulfill the parties' intent and/or such Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;

PATENTS

7. Assignor hereby distributes, assigns and transfers to Assignee all of such Assignor's right, title and interest in and to all patents listed on Schedule A to this Assignment, together with any related inventions, developments, technology and trade secrets, including but not limited to the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name (the "Patents").

8. Assignee hereby accepts the foregoing assignment.

9. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that such Assignor take to effectuate, carry out, or fulfill the parties' intent and/or such Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices;

MISCELLANEOUS

10. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

11. This Assignment may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. This Assignment and the Plan of Dissolution constitute the entire agreement between the parties and supersedes all prior agreements, representations and warranties, if any, made with respect to the subject matter addressed in this Assignment. There are no other agreements, conditions or representations, oral or written, expressed or implied with regard to this Assignment. This Assignment may be amended only in writing, signed by both parties.

The remainder of this page is intentionally left blank. Signature pages follow.

IN WITNESS WHEREOF, the parties to this Assignment have duly executed it to be effective as of the date set forth above.

ASSIGNOR

ASSIGNEE

DMI MANAGEMENT, INC.

FLEXSTEEL INDUSTRIES, INC.

By: [Signature]

By: [Signature]

Name: STEVEN K. HALL

Name: MARCUS D. HAMILTON

Title: PRESIDENT

Title: CHIEF FINANCIAL OFFICER

Date: 4/9/2018

Date: 4/9/2018

STATE OF Iowa)
COUNTY OF Dubuque)

The foregoing instrument was subscribed and sworn to before me on this 9 day of April, 2018, by Steven K. Hall, who acknowledged the execution hereof to be his free act and deed.



My Commission expires: 3/3/2019
[Signature]
Notary Public

STATE OF Iowa)
COUNTY OF Dubuque)

The foregoing instrument was subscribed and sworn to before me on this 9 day of April, 2018, by Marcus D. Hamilton, who acknowledged the execution hereof to be his free act and deed.




My Commission expires: 3/3/2019
[Signature]
Notary Public

SCHEDULE A

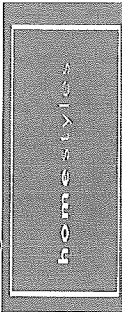
Schedule A

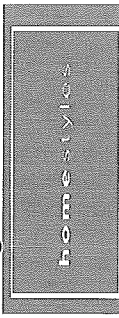
SCHEDULE OF U.S. MARKS

Mark	Reg. No.	Date Issued	§§ 8 & 15 Affidavit Due Date	Renewal Due Date	Status	Goods/Services
CAROLINA DESK COMPANY CPI# 16929	1,533,155	April 4, 1989	Accepted 04/26/1995	Second renewal due between 04/04/2018 and 04/04/2019	Registered Renewed April 7, 2008	(CL 20) HOME AND OFFICE FURNITURE
DMI (Stylized)  CPI# 16930	1,547,411	July 11, 1989	Accepted 08/07/1995	Second renewal due between 07/11/2018 and 07/11/2019	Registered Renewed August 6, 2008	(CL 20) HOUSEHOLD AND OFFICE FURNITURE

Mark	Reg. No.	Date Issued	§§ 8 & 15 Affidavit Due Date	Renewal Due Date	Status	Goods/Services
DMI FURNITURE, INC. CPI# 16931	1,547,410	July 11, 1989	Accepted 03/22/1995	Between 07/11/2018 and 07/11/2019	Registered Renewed 08/06/2008	(CL 20) HOUSEHOLD AND OFFICE FURNITURE
WYNWOOD CPI# 17067	2,237,703	April 6, 1999	Accepted 08/04/2004	Second renewal due between 04/06/2018 and 04/06/2019	Registered Renewed April 7, 2008	(20) Furniture
DOLLY MADISON CPI# 16998	2,337,957	April 4, 2000	Accepted 6/27/06	Second renewal due between 04/04/2019 and 04/04/2020	Registered Renewed April 8, 2009	(20) Furniture
HOME STYLES CPI# 17292	2,810,598	February 3, 2004	Accepted 2/27/09	Between 02/27/2023 and 02/27/2024	Registered	(20) Wooden household furniture
HOME STYLES	4,500,462	March 25, 2014	Between 3/25/2019	Between 3/25/2023 and	Registered	(20) Home furnishings, namely, bed headboards, night tables, chests

Mark	Reg. No.	Date Issued	§§ 8 & 15 Affidavit Due Date	Renewal Due Date	Status	Goods/Services
CPI # 28412			and 3/25/2020	3/25/2024		of drawers, vanities, vanities and mirrors; vanity benches; dining buffets, tables, chairs, hutches, stools, kitchen islands, furniture bars; entertainment credenzas and consoles; television stands; desks; side chairs, lounge chairs, storage benches, storage trunks, mobile file cabinets; office cabinets; entry way furniture namely, benches, tables and coat racks;
CREATE-A-CART CPI# 18667	3,153,706	October 10, 2006	Accepted April 5, 2012	Between 10/10/2025 and 10/10/2026	Registered Renewal accepted 3/8/2016	(28) Recreational tables, namely, poker tables, pool tables, and foosball tables (CL 20) Kitchen furniture, namely, ready to assemble mobile kitchen islands
DESIGN CHANGES EVERYTHING	3,577,243	2/17/09	Accepted May 26, 2014	Between 2/17/2018 and 2/17/2019	Registered	(CL 20) Commercial office furniture and residential furniture (CL 35) Retail store services

Mark	Reg. No.	Date Issued	§§ 8 & 15 Affidavit Due Date	Renewal Due Date	Status	Goods/Services
CPI # 24926						featuring commercial office furniture and residential furniture; wholesale store services featuring commercial office furniture and residential furniture; distributorship services in the field of commercial office furniture and residential furniture
TOP GUARD CPI# 16932	1,713,712	September 8, 1992	Accepted 11/19/1997 - Second renewal accepted 3/11/2012	Between 09/08/2021 and 09/08/2022	Registered	(CL 20) protective furniture finish sold as a component of household and office furniture
HOMESTYLES & Design 	5,428,994	March 20, 2018			Registered	CL 18) Patio umbrellas CL 20) for Home furnishings, namely, bed headboards, night tables, chests of drawers, vanities, vanities and mirrors; vanity benches; dining buffets, tables, chairs, hutches, stools; ready to assemble mobile and stationary kitchen islands; furniture bars; entertainment credenzas and consoles; television stands; desks; side chairs, lounge
CPI 33002						


Mark	Reg. No.	Date Issued	§§ 8 & 15 Affidavit Due Date	Renewal Due Date	Status	Goods/Services
HOMESTYLES & Design 	Serial No. 86887228	Filed 1/26/2016			Notice of Allowance January 17, 2017	chairs; storage benches; storage trunks in the nature of furniture; mobile file cabinets; office cabinets; entry way furniture namely, benches, tables and coat racks; outdoor furniture, namely, tables, chairs, lounge chairs, loveseats, sofas, ottomans, stools, bar stools; furniture storage chests; storage shelves; storage systems comprised of shelves, drawers, cupboards, baskets and rods, all sold as a unit; storage cabinets; deck storage boxes; seat cushions; ready to assemble mobile and stationary kitchen islands; kitchen carts in the nature of tea, coffee and bar carts; ready to assemble mobile and stationary furniture in the nature of a tiki bar CL 28) Recreational tables, namely, poker tables, pool tables, and foosball tables

Mark	Reg. No.	Date Issued	§§ 8 & 15 Affidavit Due Date	Renewal Due Date	Status	Goods/Services
HOMESTYLES CPI 33003	5,428,9934	March 20, 2018			Registered	(CL 18) Patio Umbrellas (CL 20) for Home furnishings, namely, bed headboards, night tables, chests of drawers, vanities, vanities and mirrors; vanity benches; dining buffets, tables, chairs, hutches, stools; ready to assemble mobile and stationary kitchen islands; furniture bars; entertainment credenzas and consoles; television stands; desks; side chairs, lounge chairs; storage benches; storage trunks in the nature of furniture; mobile file cabinets; office cabinets; entry way furniture namely, benches, tables and coat racks; outdoor furniture, namely, tables, chairs, lounge chairs, loveseats, sofas, ottomans, stools, bar stools; furniture storage chests; storage shelves; storage systems comprised of shelves, drawers, cupboards, baskets and rods, all sold as a unit; storage cabinets; deck storage boxes; seat cushions; ready to assemble mobile and stationary kitchen islands; kitchen carts in the

Mark	Reg. No.	Date Issued	§§ 8 & 15 Affidavit Due Date	Renewal Due Date	Status	Goods/Services
HOMESTYLES	Serial No. 86887284	Filed January 26, 2016			Notice of Allowance December 20, 2016	nature of tea, coffee and bar carts; ready to assemble mobile and stationary furniture in the nature of a tiki bar (CL 28) Recreational tables, namely, poker tables, pool tables, and foosball tables

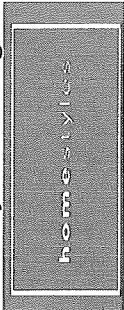
**DMI MANAGEMENT, INC.
SCHEDULE OF CANADA MARKS**

Mark	Reg. No.	Date Issued	DAU Due Date	Renewal Due Date	Status	Goods/Services
WYNWOOD CPI# 27357 (Use)	TMA897309	2/24/15	2/24/18	2/24/2030	REGISTERED	Bedroom furniture, dining room furniture, kitchen furniture, family room furniture, sunroom furniture, patio furniture, entry way furniture namely benches, tables, coat racks, occasional furniture namely tables, night stands, chests, commodes, chairs, garden furniture, outdoor and home office furniture, and furniture used primarily for storage, namely credenzas, bookshelves, cabinets; recreational tables namely ping pong tables, billiard tables, air hockey tables, art tables, poker tables.
WYNWOOD	App. No. 1,653,438		May 26, 2018 to file a		Pending	furniture, namely umbrella holders; home furnishings,

Mark	Reg. No.	Date Issued	DAU Due Date	Renewal Due Date	Status	Goods/Services
CPI# 30206 (ITU)			Declaration of Use and to pay the registration fee, or to request an extension of time to do so.			namely pillow cases, pillow shams, pillow protectors, bed ruffles, bed skirts, mattress pads, comforters, quilts, bedspreads, duvets, duvet covers, bed sheets, blankets, towels, washcloths, shower curtains, bath rugs, window curtains, drapery, textile bath mats, textile place mats, textile tablecloths, textile napkins and table linens
DMI (Design) CPI# 27359 	TMA889,559	11/06/2014	11/06/2017	11/06/2029	Registered	Bedroom furniture, dining room furniture, kitchen furniture, family room furniture, sunroom furniture, patio furniture, entry way furniture namely benches, tables, coat racks, occasional furniture namely tables, night stands, chests, commodes, chairs, garden furniture, outdoor and home office furniture, and furniture used primarily for storage, namely credenzas,

Mark	Reg. No.	Date Issued	DAU Due Date	Renewal Due Date	Status	Goods/Services
DMI FURNITURE, INC. CPI# 27358	TMA889,554	11/06/2014	11/06/2017	11/06/2029	Registered	<p>bookshelves, cabinets; recreational tables, namely ping pong tables, billiard tables, air hockey tables, art tables, poker tables.</p> <p>Bedroom furniture, dining room furniture, kitchen furniture, family room furniture, sunroom furniture, patio furniture, entry way furniture namely benches, tables, coat racks, occasional furniture namely tables, night stands, chests, commodes, chairs, garden furniture, outdoor and home office furniture, and furniture used primarily for storage, namely credenzas, bookshelves, cabinets; recreational tables, namely ping pong tables, billiard tables, air hockey tables, art tables, poker tables</p>

TRADEMARK SCHEDULE FOR CHINA APPLICATIONS/REGISTRATIONS

Mark	Reg. No.	Date Issued	Renewal Due Date	Status	Goods/Services
Homestyles & Design  CPI	App. No.	Filed 8/30/2017		Pending	CL 18) Patio umbrellas CL 20) for Home furnishings, namely, bed headboards, night tables, chests of drawers, vanities, vanities and mirrors; vanity benches; dining buffets, tables, chairs, hutches, stools; ready to assemble mobile and stationary kitchen islands; furniture bars; entertainment credenzas and consoles; television stands; desks; side chairs, lounge chairs; storage benches; storage trunks in the nature of furniture; mobile file cabinets; office cabinets; entry way furniture namely, benches, tables and coat racks; outdoor furniture, namely, tables, chairs, lounge chairs, loveseats, sofas, ottomans, stools, bar stools; furniture storage chests; storage shelves; storage systems comprised of shelves, drawers, cupboards, baskets and rods, all sold as a unit; storage cabinets; deck storage boxes; seat cushions; ready to

Mark	Reg. No.	Date Issued	Renewal Due Date	Status	Goods/Services
					assemble mobile and stationary kitchen islands; kitchen carts in the nature of tea, coffee and bar carts; ready to assemble mobile and stationary furniture in the nature of a tiki bar (CL 28) Recreational tables, namely, poker tables, pool tables, and foosball tables

DMI Management

Schedule of Copyrights

Owner of IP	Title	Registration No.	Date of Registration
DMI Management, Inc.	1769 Dresser	VA 1-704-962	11/17/2009
DMI Management, Inc.	1769 Headboard	VA 1-705-259	11/17/2009
DMI Management, Inc.	1759 Headboard	VA 1-727-784	12/08/2009
DMI Management, Inc.	1777 Headboard	VA 1-725-831	12/8/2009
DMI Furniture, Inc.	Ornamental Aspects of Cordoba Line	VA 1-640-489	4/2/2008
DMI Management, Inc.	Silk Screen Floral Design	VA 872-763	2/26/98

Schedule of Patents

Owner of IP	Title	Registration No.	Date of Registration
DMI Furniture, Inc.	FURNITURE SYSTEM AND METHOD (Monarch Island System Method 'Home Styles')	8,584,600	10/24/2013
DMI Management, Inc.	FURNITURE ARTICLE (1966 Stones River Headboard	D662,724	07/03/2012