

MRD
1-9-00

01-16-2001



To the Honorable Commissioner of
thereof.

the attached original documents or copy

101581424

1. Name of conveying party(ies):

Rosedale This End Up, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other Minnesota

Additional name(s) of conveying party(ies) attached? Yes
 No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 10/23/00



2. Name and address of receiving party(ies):

Name: Bert K. Kelly

Internal Address: 10405 Van Patten Lane

Street Address: 10405 Van Patten Lane

City: Great Falls State: VA ZIP 22066

- Individual(s) citizenship USA
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached:
 Yes No

(Designation must be a separate document from Assignment).
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1948916,
1449071, 1174242, 1036241, 1632020, 1619175

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence
concerning document
should be mailed:

Name: Cooley Godward LLP

Internal Address: Mary G. Manley

Street Address: One Freedom Square, Reston Town
Center, 11951 Freedom Drive

City: Reston State: VA ZIP 20190-5601

6. Total number of applications and registration
involved: 6

7. Total fee (37 CFR 3.41):.....
\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by
deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mary G Manley 01/09/01
(Name of Person Signing) Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

01/16/2001 DMGUYEN 00000245 1948916

01 FC:481 40.00 OP
02 FC:482 125.00 OP

ASSIGNMENT OF INTANGIBLE PROPERTY

23 THIS ASSIGNMENT OF INTANGIBLE PROPERTY (this "*Assignment*") is made as of this day of October, 2000, by and among TEU INCORPORATED, a Virginia corporation, THIS END UP FURNITURE COMPANY, a Virginia corporation, ROSEDALE THIS END UP, INC., a Minnesota corporation and TEU HOLDINGS, INC., a Delaware corporation (collectively, "*Assignor*"), in favor of Bert K. Kelly ("*Assignee*").

RECITALS

1. Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of October 13, 2000 (the "*Agreement*"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Agreement.

2. Pursuant to the Agreement, Assignor has agreed to sell, assign, transfer and convey to Assignee the Assets, which are listed in Section 1 to the Agreement and on Schedule A to the Agreement on an "as is, where is" basis, without representations or warranties.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the payment by Assignee of the Purchase Price pursuant to the Agreement and in further consideration of the mutual promises and covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Agreement:

1. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of Assignor's rights, title and interest in and to all of the Assets listed in Section 1 of the Agreement and on Schedule A to the Agreement, together with all of the goodwill appurtenant thereto in accordance with and subject to all of the terms and conditions of the Agreement, all of which shall survive and continue in full force after the execution of this Agreement.

2. Assignor agrees to execute and deliver, or cause to be executed and delivered, any and all instruments, papers, acts or things, supplemental, confirmatory or otherwise, as reasonably may be required by Assignee for the purpose of perfecting and completing the sale, transfer and conveyance to Assignee of the Assets. Assignee shall reimburse Assignor for all expenses incurred in taking any such action, but only to the extent such expenses are approved in advance by Assignee.

3. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intangible Property to be executed by its duly appointed and authorized officer as of the day and year first above written.

ASSIGNEE:

BERT K. KELLY

ASSIGNOR:

TEU HOLDINGS, INC.
a Delaware corporation

By: B. Peery
Name: Bryan Peery
Title: President

TEU INCORPORATED
a Virginia corporation

By: B. Peery
Name: Bryan Peery
Title: President

THIS END UP FURNITURE COMPANY
a Virginia corporation

By: B. Peery
Name: Bryan Peery
Title: President

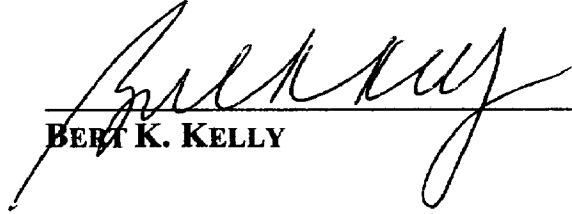
ROSDALE THIS END UP, INC.
a Minnesota corporation

By: B. Peery
Name: Bryan Peery
Title: President

ASSIGNMENT OF INTANGIBLE PROPERTY
SIGNATURE PAGE

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intangible Property to be executed by its duly appointed and authorized officer as of the day and year first above written.

ASSIGNEE:



BERT K. KELLY

ASSIGNOR:

TEU HOLDINGS, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

TEU INCORPORATED
a Virginia corporation

By: _____
Name: _____
Title: _____

THIS END UP FURNITURE COMPANY
a Virginia corporation

By: _____
Name: _____
Title: _____

ROSEDALE THIS END UP, INC.
a Minnesota corporation

By: _____
Name: _____
Title: _____

ASSIGNMENT OF INTANGIBLE PROPERTY
SIGNATURE PAGE

SCHEDULE A

Trademarks	Reg/Serial Number	Reg/Filing Date	Class
Campus Collection	75/006,778	10/17/95	20
This End Up	1,948,916	01/16/96	42
Prism Furniture Company (Stylized)	1,539,358	05/16/89	20,42
Prism	1,449,071	07/21/87	42
This End Up	1,174,242	10/20/81	20
This End Up Furniture Co & Design	1,036,241	03/23/76	20
Woods End Designs	1,632,020	01/15/91	42
Furniture You Can Put Your Feet On	1,619,175	10/23/90	42

Unregistered Common Law Trademarks

t.e.u. Kids & Design
TEU

Foreign Applications

Mark	Country	Ser. No	Filing Date	Class
This End Up	Korea	95-22	N/A	National Class 112

SCHEDULE A (continued)

Foreign Registrations

Mark	Country	Ser. No	Filing Date
This End Up	Canada	409,708	03/26/93
This End Up & Design	Canada	255,837	02/13/81
This Side Up	Canada	284,757	11/10/83

SCHEDULE A (continued)

WEB DOMAIN NAMES

www.thisendup.com

www.thisendupfurniture.com

www.thisendupcontract.com

www.thisendup.org

www.teuonline.com

www.thisendupfurnitureco.com

www.thisenduphome.com

www.thisenduponline.com