

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HC Holdings, LLC		12/13/2007	LIMITED LIABILITY COMPANY: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	NKT, LLC
<b>Street Address:</b>	1250 Homecrest Ave
<b>City:</b>	Wadena
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	56482
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MINNESOTA

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	73320709	H
Serial Number:	73701731	CRESTMARK INTERNATIONAL
Registration Number:	2082411	
Serial Number:	78422107	HOMECREST
Serial Number:	78456670	SWIVA
Serial Number:	78422124	HC
Serial Number:	75552263	SUN CREATIONS
Serial Number:	73701730	CRESTMARK INTERNATIONAL
Serial Number:	74071182	SUNBLOCK
Serial Number:	75050686	THE MOST COMFORTABLE CUSTOMERS UNDER THE SUN
Serial Number:	75050685	REST ASSURED, IT'S HOMECREST
Serial Number:	76503680	KAREN ASHLEY
Serial Number:	76522277	KAREN ASHBY
Serial Number:	78161045	SENSATION

CH \$415.00 73320709

Serial Number:	73128886	COMFORT TRAP
Serial Number:	72466920	HOMECREST

**CORRESPONDENCE DATA**

Fax Number: (206)903-8820  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (206) 903-8839  
Email: haggerty.patchen@dorsey.com  
Correspondent Name: Patchen M. Haggerty  
Address Line 1: Dorsey & Whitney LLP  
Address Line 2: 1420 Fifth Ave., Ste. 3400  
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	484059-0001
NAME OF SUBMITTER:	Patchen M. Haggerty
Signature:	/pmh/
Date:	01/10/2008

**Total Attachments: 7**  
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## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS TRADEMARK AND PATENT ASSIGNMENT** is made this 13<sup>th</sup> day of December, 2007, by HC Holdings, LLC, a Minnesota limited liability company ("Assignor") to NKT, LLC, a Minnesota limited liability company ("Assignee"),

**WHEREAS**, Assignor owns all right, title, interest and goodwill in and to the patents and patent applications (the "Patents") set forth on Exhibit A;

**WHEREAS**, Assignor owns all right, title, interest and goodwill in and to the trademarks (the "Marks") set forth on Exhibit B and domain name ("Domain Name") set forth on Exhibit C;

**WHEREAS**, Assignor desires to convey, transfer, assign, deliver and contribute to Assignee all of its right, title, interest and goodwill in and to the Patents, Marks, Domain Name and web site content pursuant to the terms of the Asset Purchase Agreement between Assignor and Assignee dated effective as of December 10, 2007; and

**WHEREAS**, Assignee desires to acquire all of Assignor's entire right, title, interest and goodwill in and to the Patents, Marks, Domain Names and web site content;

**NOW, THEREFORE**, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee the following:

1. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's entire right, title, interest (both legal and equitable) and goodwill worldwide in and to the Marks and Domain Names, including without limitation, all common law rights including rights of priority and renewal as may now or hereafter be granted by law, treaty or other international convention and all rights, interests, claims and demands recoverable in law or in equity that it has or may have in profits and damages for past, present and future infringements and misappropriations thereof, including but not limited to the right to compromise, sue for, and collect profits and damages.

2. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Patents (including each and every letters patent granted on any application which may be a division, substitution or continuation of said applications, and in and to each and every reissue or extension of any letters patent that may issue therefrom) and all rights and benefits under any applicable treaty or convention including the right to claim priority, (including the right to recover damages for past infringement), for its own use and enjoyment and for the use and enjoyment of its successors and assigns.

3. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the homecrest.com web site.

4. Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks Patents & Domain Names in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

5. ASSIGNEE ACCEPTS THE PATENTS, MARKS AND THE DOMAIN NAME AS IS WHERE IS AND ASSIGNOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PATENTS, MARKS AND DOMAIN NAME. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ASSIGNOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONDITION, USE OR INABILITY TO USE THE PATENTS, MARKS OR DOMAIN NAME.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

HC HOLDINGS, LLC

By: Michael A. Wind

Its CFO

NKT, LLC

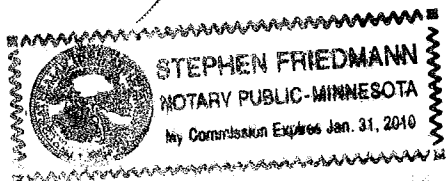
By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA )  
 )  
COUNTY OF Hennepin )

Subscribed and sworn to before me  
this 13<sup>th</sup> day of December, 2007.

Stephen Friedmann  
Notary Public



STATE OF NORTH DAKOTA )  
 )  
COUNTY OF CASS )

Subscribed and sworn to before me  
this 13<sup>th</sup> day of December, 2007.

\_\_\_\_\_  
Notary Public

3. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the homecrest.com web site.

4. Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks Patents & Domain Names in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**HC HOLDINGS, LLC**

By: \_\_\_\_\_

Its \_\_\_\_\_

**NKT, LLC**

By: Michael J. Sullivan

Its \_\_\_\_\_

STATE OF MINNESOTA        )  
  )  
COUNTY OF \_\_\_\_\_        )

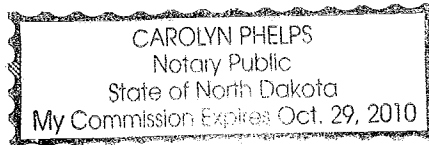
Subscribed and sworn to before me  
this 13<sup>th</sup> day of December, 2007.

\_\_\_\_\_  
Notary Public

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS            )

Subscribed and sworn to before me  
this 13<sup>th</sup> day of December, 2007.

Carolyn Phelps  
Notary Public



**EXHIBIT A**  
**PATENT ASSIGNMENT**

HC Holdings, LLC to NKT, LLC

<b>Title</b>	<b>Country</b>	<b>Application No</b>	<b>Patent No.</b>
Method for Constructing Furniture Having A Flexible Sheet Portion	<b>USA</b>		4,592,126
Rocking Chair Construction and Method of Making Same	<b>USA</b>		4,786,106
Furniture Construction with Folding Leg Assembly	<b>USA</b>		4,905,612
Reclining Chair	<b>USA</b>		5,634,688
Chair Construction and Method of Making Same	<b>USA</b>		6,341,822
Chair Construction and Method of Making Same	<b>USA</b>		6,345,428
Method for Tensioning Fabric and Furniture Construction	<b>USA</b>	10/834,294	
Rocking Chair Construction	<b>USA</b>		6,979,059
Rotatable Table	<b>USA</b>	11/330,544	
Sling Chair Construction Having Non-Weight Beaming Material and Method of Constructing the Same	<b>USA</b>	11/821,682	
Chair Construction and Method of Making Same	<b>Canada</b>	2310306	Expired
Chair Seat with Firm but Resilient Front Edge	<b>Canada</b>	2457416	Expired
Method for Tensioning Fabric and Furniture Construction	<b>Canada</b>	2498466	Expired
Furniture Construction	<b>Canada</b>	958637	Abandoned
Geriatric Chair	<b>Canada</b>	2083642	Abandoned
Rocking Chair	<b>Canada</b>	1181336	Abandoned
Rocking Chair	<b>Canada</b>	1157761	Abandoned
Recliner Chair	<b>Canada</b>	1046921	Abandoned

**EXHIBIT B**  
**TRADEMARK ASSIGNMENT**

HC Holdings, LLC to NKT, LLC

Trademark	Serial No	Filing Date	Reg. No.	Registration Date	Status	Goods/Services
SUN CREATIONS	75/552,263	09/10/1998	2,449,654	05/08/2001	Abandoned	Patio umbrellas, casual and outdoor furniture
CRESTMARK INTERNATIONAL	73/701,730	12/18/1987	1,507,201	10/4/1988	Abandoned	Metal frame furniture
H	73/320,709	7/27/1981	1,210,517	9/28/1982	Registered	Metal frame furniture
CRESTMARK INTERNATIONAL	73/701,731	12/18/1987	1,507,202	10/4/1988	Registered	Metal frame furniture
SUNBLOCK	74/071,182	6/20/1990	1,670,808	12/31/1991	Abandoned	Patio umbrellas
THE MOST COMFORTABLE CUSTOMERS UNDER THE SUN	75/050,686	1/30/1996	2,116,785	11/25/1997	Abandoned	Metal frame furniture
Miscellaneous Design – Sunrise	75/050,687	1/30/1996	2,082,411	7/22/1997	Registered	Metal frame furniture
REST ASSURED, IT'S HOMECREST	75/050,685	1/30/1996	2,186,255	9/1/1998	Abandoned	Metal frame furniture
KAREN ASHLEY	76/503,680	4/3/2003			Abandoned	Casual and outdoor furniture
KAREN ASHBY	76/522,277	6/12/003			Abandoned	Casual and outdoor furniture
SENSATION	78/161,045	9/2002			Abandoned	Casual and outdoor furniture
HOMECREST	78/422,107	5/20/2004			Pending	Casual and outdoor furniture
COMFORT TRAP	73/128,886	6/2/1977	1,084,012	1/31/1978	Abandoned	Reclining chairs
HOMECREST	72/466,920	8/29/1973	1,008,584	4/8/1975	Abandoned	Casual and outdoor metal frame furniture
SWIVA	78/456,670	7/26/2004	3,088,643	05/02/2006	Registered	Casual and outdoor furniture
HC	78/422,124	5/20/2004	3,094,031	05/16/2006	Registered	Casual and outdoor furniture

**EXHIBIT C**  
**DOMAIN NAMES**

HC Holdings, LLC to NKT, LLC

homecrest.com

hecontract.com (mpw)

3537735v4



**EXHIBIT C**  
**DOMAIN NAMES**

HC Holdings, LLC to NKT, LLC

homecrest.com

hecontract.com (mpw)

3537735v4