

TRADEMARK ASSIGNMENT

06/30/2011
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Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Furniture Origins (USA), Inc.		07/13/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Shadow Furniture, LLC
Street Address:	194 Bucks Industrial Park Drive
City:	Statesville
State/Country:	NORTH CAROLINA
Postal Code:	28625
Entity Type:	LIMITED LIABILITY COMPANY: <i>North Carolina LLC</i>

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3431950	SHADOW MOUNTAIN

CORRESPONDENCE DATA

Fax Number: (404)685-6907
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-3500
 Email: bmurray@sgrlaw.com

Correspondent Name: Dana T. Hustins
 Address Line 1: 1230 Peachtree Street
 Address Line 2: Suite 3100, Promenade II
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	047576.011
NAME OF SUBMITTER:	Dana T. Hustins
Signature:	/dhustins/
Date:	06/30/2011

OPI \$40.00 3431950

Total Attachments: 4

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Assignment of Trademark

This agreement (the "Agreement") effective as of the 13th day of July, 2010 (the "Effective Date") is entered into by and between Furniture Origins (USA), Inc., a Delaware corporation ("Assignor") and Shadow Furniture, LLC, a North Carolina limited liability company ("Assignee").

Whereas, Assignor has agreed to assign all of its worldwide right, title and interest in the mark "Shadow Mountain", Registration Number 3,431,950 (the "Mark") to Assignee; and

Now therefore, the parties hereby agree as follows:

1. Assignment. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee as of the Effective Date, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby. The rights herein transferred in the Mark include any and all of Assignor's rights in all applications and registrations for the Mark, including, without limitation, all foreign, federal, state and domain name applications and registrations for the Mark, and including, without limitation, those foreign, federal, state and domain name applications and registrations listed on **Schedule A**. In addition, the rights herein transferred in the Mark include all of Assignor's rights to sue for past, present and future infringement of the Mark, whether arising prior to or subsequent to the Effective Date, and any and all renewals and extensions thereof that may hereafter be secured under any laws now or hereafter in effect, in each case the same to be held and enjoyed by Assignee, its successors and assigns, from and after the Effective Date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment of the Mark not been made. With respect to any trademark applications that are being prosecuted on an intent to use basis, Assignor agrees and confirms that Assignee has acquired that portion of the business with which the Mark that is the subject of the intent to use application is being used, or, if not yet used, is intended to be used.

2. Further Actions. Each of the parties hereto covenants and agrees, at the requesting party's expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate all the assignment contemplated herein and to vest all such rights in Assignee. In addition, for purposes of completing and executing any such documents and taking such other action, Assignor hereby appoints Assignee as its attorney in fact with full power and authority to complete any and all forms and documents and takes such other actions as Assignee determines in its sole discretion are advisable or necessary to fully vest in Assignee all rights in the Mark.

3. Governing Law. Except to the extent that United States federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to the principles of conflicts of laws thereof.

