Basile, Lori

Channel-2

SMITH GAMBRELL & RUSSELL

### TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT
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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: NOVIN CANDUNG, LLC	

## PROPERTY NUMBERS Total: 1

	Property Type	Number	Word Mark
F	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:

700466711

Dana T. Hustins

Signature:

/dhustins/

Date:

06/30/2011

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TRADEMARK

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# Assignment of Trademark

This agreement (the "Agreement") effective as of the 13 handle 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:

- For Ten Dollars (\$10.00) and other good and valuable 1. Assignment. 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. <u>Further Actions.</u> 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.

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	4.	Counterparts. This Agr which shall be deemed one and the same instr	reement may be executed in counterparts, each of an original but all of which together will constitute ument.
			ASSIGNOR / / /
	r		- halasta
	•		Furniture Origina (USA), Inc.
			Name: Seth Jutan
			Title: eresident
S	tate of	. )	•
		) ss.:	
U	ounty of	···· )	
	On thi	sday of	, 2010, before me, a notary public, knowledged that is the of
p	ersonally appeared	, who ac	knowledged that is the of uch officer, being authorized to do so, executed
	e foregoing instrum		rein contained by signing for the company as such
	3.6.2%		
	witness my n	and and official seal.	
			Notary Public

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My commission expires:\_\_\_

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[SEAL]

**ASSIGNEE** Shadow Furnitur Name: Seth Tuton Title: President State of ) ss.: County of \_\_ , 2010, before me, a notary public, On this \_\_\_\_ day of \_\_ personally appeared \_\_\_\_\_, who acknowledged that \_\_\_ is the \_\_\_\_\_ of \_\_\_\_, and that \_\_\_\_as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing for the company as such

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Notary Public

My commission expires:\_\_\_

SMITH GAMBRELL & RUSSELL

Basile, Lori

**TRADEMARK** 

**RECORDED: 07/06/2011** 

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officer.

[SEAL]

Witness my hand and official seal.

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