

**TRADEMARK ASSIGNMENT**

**06/30/2011  
 900195881**

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		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
FCC, LLC d/b/a/ First Capital		07/27/2010	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
Name:	Furniture Origins (USA), Inc.		
Street Address:	194 Bucks Industrial Park Drive		
City:	Statesville		
State/Country:	NORTH CAROLINA		
Postal Code:	28625		
Entity Type:	CORPORATION: <i>Delaware Corporation</i>		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3431950	SHADOW MOUNTAIN	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(404)685-6907		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-3500		
Email:	bmurray@sgrlaw.com		
Correspondent Name:	Dana T. Hustins		
Address Line 1:	1230 Peachtree St.		
Address Line 2:	Suite 3100, Promenade II		
Address Line 4:	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	047576.011		
<b>NAME OF SUBMITTER:</b>	Dana T. Hustins		
<b>Signature:</b>	/dhustins/		
<b>700466710</b>	<b>TRADEMARK              REEL: 004578 FRAME: 0593</b>		

OP \$40.00 3431950

Date:

06/30/2011

Total Attachments: 4

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### Assignment of Trademark

This agreement (the "Agreement") effective as of the 13<sup>th</sup> day of July, 2010 (the "Effective Date") is entered into by and between FCC, LLC d/b/a First Capital, a Florida limited liability company ("Assignor") and Furniture Origins (USA), Inc., a Delaware corporation ("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.

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4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

ASSIGNOR

FCC, LLC d/b/a First Capital, a Florida limited liability company

By: [Signature]  
Name: JOHN J. NOONEY  
Title: E.V.P.

State of Georgia )  
County of Cobb ) ss.:

On this 20<sup>th</sup> day of July, 2010, before me, a notary public, personally appeared John Nooney who acknowledged that he is the EVP of FCC, LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing for the company as such officer.

Witness my hand and official seal.

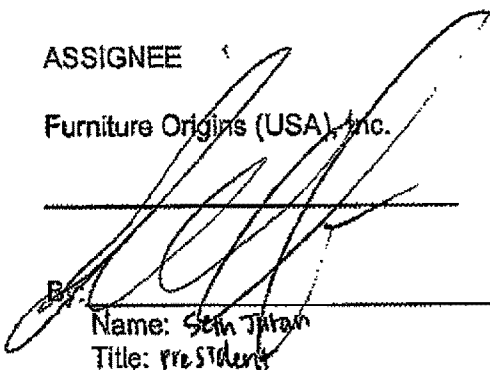
[SEAL]

[Signature]  
KIMBERLY E. WITHROW  
Notary Public NOTARY PUBLIC  
My commission expires: Fullon County  
State of Georgia  
My Comm. Expires July 8, 2011

ASSIGNEE

Furniture Origins (USA), Inc.

\_\_\_\_\_



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

Name: Sean J. Moran  
Title: President

State of \_\_\_\_\_ )  
  ) ss.:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a notary public, 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 officer.

Witness my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 30, 2011

PTAS

DANA T. HUSTINS  
1230 PEACHTREE ST.  
SUITE 3100, PROMENADE II  
ATLANTA, GA 30309



\*900195881\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900195881

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.  
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE (CITIZENSHIP/STATE) OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE

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MEMBERS THAT COMPOSE THE PARTNERSHIP OR JOINT VENTURE. 37 C.F.R.  
S3.31(A) (8).

2. MAKE CORRECTIONS ON THIS SAME RECORDATION COVER SHEET AND RETURN ALL DOCUMENTS BACK TO FAX 571-273-0140

MARY BENTON, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

Promenade II, Suite 3100  
1230 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3592  
Tel: 404 815-3500  
Fax: 404 815-3509  
www.sgrlaw.com

SMITH, GAMBRELL & RUSSELL, LLP  
Attorneys at Law

FAX COVER SHEET

DATE: July 6, 2011

Send To:	At (Firm/Company):	Telecopy:	Phone:
USPTO Assignment Services Branch		571-273-0140	

<u>From:</u> Bess K. Murray/Dana Hustins	<u>Telecopy:</u> 404-685-6907	<u>Phone:</u> 404-815-3607	<u>Client/Matter:</u> 047576.011	<u>Number of Pages:</u> 9
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OPERATOR: \_\_\_\_\_ TIME COMPLETED: \_\_\_\_\_  
PLEASE CALL (404) 815-3500 IF YOU HAVE ANY PROBLEMS

MESSAGE:

Please see the attached corrections in response to the Notice of Non-Recordation of Document.

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*Promenade II, Suite 3100  
1230 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3592  
Tel: 404 815-3500  
Fax: 404 815-3509  
www.sgrlaw.com*

**SMITH, GAMBRELL & RUSSELL, LLP**  
*Attorneys at Law*

**FAX COVER SHEET**

DATE: 7/6/2011

Send To:	Company/Firm:	Telephone:	Telecopy:
USPTO Assignment Services Branch			5712730140

**From:** Basile, Lori      **Telecopy:**      **Phone:** EXT 53449      **Client/Matter:** 047576.011      **Number of Pages:** 10  
**INCLUDING COVER PAGE**

PLEASE CALL EXT 53449 IF YOU HAVE ANY PROBLEMS

**MESSAGE:**

Please see attached. Thank you.

Bess K. Murray

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