

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the date of execution of the document listed on the recordation cover sheet from 7/27/2010 to 7/13/2010 previously recorded on Reel 004578 Frame 0593. Assignor(s) hereby confirms the assingment of entire interest and good will.												
CONVEYING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:20%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:35%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>FCC, LLC d/b/a First Capital</td> <td></td> <td>07/13/2010</td> <td>LIMITED LIABILITY COMPANY: FLORIDA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	FCC, LLC d/b/a First Capital		07/13/2010	LIMITED LIABILITY COMPANY: FLORIDA				
Name	Formerly	Execution Date	Entity Type										
FCC, LLC d/b/a First Capital		07/13/2010	LIMITED LIABILITY COMPANY: FLORIDA										
RECEIVING PARTY DATA													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Furniture Origins (USA), Inc.</td> </tr> <tr> <td>Street Address:</td> <td>194 Bucks Industrial Park Drive</td> </tr> <tr> <td>City:</td> <td>Statesville</td> </tr> <tr> <td>State/Country:</td> <td>NORTH CAROLINA</td> </tr> <tr> <td>Postal Code:</td> <td>28625</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>		Name:	Furniture Origins (USA), Inc.	Street Address:	194 Bucks Industrial Park Drive	City:	Statesville	State/Country:	NORTH CAROLINA	Postal Code:	28625	Entity Type:	CORPORATION: DELAWARE
Name:	Furniture Origins (USA), Inc.												
Street Address:	194 Bucks Industrial Park Drive												
City:	Statesville												
State/Country:	NORTH CAROLINA												
Postal Code:	28625												
Entity Type:	CORPORATION: DELAWARE												
PROPERTY NUMBERS Total: 1													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3431950</td> <td>SHADOW MOUNTAIN</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3431950	SHADOW MOUNTAIN						
Property Type	Number	Word Mark											
Registration Number:	3431950	SHADOW MOUNTAIN											
CORRESPONDENCE DATA													
<p>Fax Number: (404)685-6929 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 404-815-3629 Email: mbedsole@sgrlaw.com Correspondent Name: Dana T. Hustins Address Line 1: 1230 Peachtree Street, N.E. Address Line 2: Suite 3100, Promeande II Address Line 4: Atlanta, GEORGIA 30309</p>													
ATTORNEY DOCKET NUMBER:	FCC TO FURNITURE -CORRECT												
NAME OF SUBMITTER:	Dana T. Hustins												

OP \$40.00 3431950

900197864

**TRADEMARK
 REEL: 004590 FRAME: 0028**

Signature:	/Dana T. Hustins/
Date:	07/25/2011
Total Attachments: 6 source=FCC Assignment to Furniture Origin for Correction#page1.tif source=FCC Assignment to Furniture Origin for Correction#page2.tif source=FCC Assignment to Furniture Origin for Correction#page3.tif source=FCC Assignment to Furniture Origin for Correction#page4.tif source=FCC Assignment to Furniture Origin for Correction#page5.tif source=FCC Assignment to Furniture Origin for Correction#page6.tif	

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/30/2011
900195881

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FCC, LLC d/b/a/ First Capital		07/27/2010	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
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>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3431950	SHADOW MOUNTAIN	
CORRESPONDENCE DATA			
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		
ATTORNEY DOCKET NUMBER:	047576.011		
NAME OF SUBMITTER:	Dana T. Hustins		
Signature:	/dhustins/		
TRADEMARK			
REEL: 004590 FRAME: 0030			

OP \$40.00 3431950

Date:

06/30/2011

Total Attachments: 4

source=tmassignment#page1.tif

source=tmassignment#page2.tif

source=tmassignment#page3.tif

source=tmassignment#page4.tif

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 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.

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: 

Name:
Title:


JOHN J. NOONEY
E.V.P.

State of Georgia)
County of Cobb) ss.:)

On this 20th 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 _____ 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]


KIMBERLY F. 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: Steve Jahan
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: _____

SCHEDULE A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
RUGS, IN CLASS 27; LIGHTING FIXTURES AND LAMPS, IN CLASS 11, AND, FURNITURE, MIRRORS, FIREPLACE SCREENS, AND UMBRELLA STANDS, IN CLASS 20	3,431,950	May 20, 2008

UNITED STATES
PENDING APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Date</u>
	None	

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None