

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Benchcraft, LLC	09/16/2011
RECEIVING PARTY DATA	
Name:	Ashley Furniture Industries, Inc.
Street Address:	1 Ashley Way
City:	Arcadia
State/Country:	WISCONSIN
Postal Code:	54612
PROPERTY NUMBERS Total: 17	
Property Type	Number
Patent Number:	D532987
Patent Number:	D518305
Patent Number:	D525803
Patent Number:	D555386
Patent Number:	D555387
Patent Number:	D410748
Patent Number:	D468545
Patent Number:	D400719
Patent Number:	D402818
Patent Number:	D400024
Patent Number:	D411979
Patent Number:	D441552
Patent Number:	D441979
Patent Number:	D449463
Patent Number:	D470671

OP \$680.00 D532987

Patent Number:	D470674
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Patent Number:	D487978
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CORRESPONDENCE DATA

Fax Number: (312)222-0818

Phone: 312-222-0800

Email: chiipdocket@michaelbest.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Michael Best & Friedrich LLP

Address Line 1: 180 N. Stetson Avenue

Address Line 2: Suite 2000

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	029867-9002
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NAME OF SUBMITTER:	Todd S. Hofmeister
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Total Attachments: 10

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ASSIGNMENT OF PATENTS

This Assignment of Patents ("Assignment"), effective as of the 16th day of September, 2011 (the "Effective Date"), is made by and between **Berkline/BenchCraft Holdings, LLC, Berkline/BenchCraft, LLC, Berkline, LLC, and BenchCraft, LLC, all Delaware Limited Liability Companies, Blue Mountain Trucking Corporation, a Mississippi corporation, BenchCraft International Sourcing, Inc., a Delaware corporation** (collectively, the "Sellers," and each individually a "Seller"), and **Ashley Furniture Industries, Inc.**, a Wisconsin corporation (the "Assignee").

WHEREAS, the Sellers filed petitions under Title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware commencing cases under Chapter 11 of the Bankruptcy Code;

WHEREAS, subject to the representations set forth in Section 4.1(c) of the Purchase Agreement, the Sellers are the owner of the patents and patent applications which are listed on the attached Schedule 1.1(b) and Schedule 1.1(e), as applicable;

WHEREAS, pursuant to a separate Asset Purchase Agreement dated September 16, 2011 (the "Purchase Agreement"), the Sellers have agreed to assign to the Assignee all of their respective rights in their patents and patent applications, including those listed the attached Schedule 1.1(b) and Schedule 1.1(e), as applicable (collectively, the "Patents") and have the right to do so pursuant to the Order Approving (I) Sale of Intellectual Property and (II) Asset Purchase Agreement issued by the United States Bankruptcy Court for the District of Delaware on August 12, 2011, (Case No. 11-11369 (MFW));

WHEREAS, pursuant to the Purchase Agreement, the Sellers have agreed to execute and deliver this Assignment;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth hereinafter and in the Purchase Agreement, the sufficiency of which is acknowledged, the Assignee and the Sellers, intending to be legally bound, hereby agree as follows:

Assignment. The Sellers hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Assignee, in perpetuity, effective from and after the Effective Date, all of its and their respective worldwide right, title, and interest in and to the inventions described in all of the Patents, and any other foreign patent applications and patents that describe said inventions, and all divisions, renewals and continuations thereof, and all patents of the United States and foreign countries which may be granted thereon and all reissues and extensions thereof; and all applications for commercial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention in any country or countries foreign to the United States, together with (i) the right to sue for and obtain remedies against past, present and future infringement and rights of priority and protection of interest in such Patents, (ii) the right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of

the Patents, as applicable, (iii) the right to apply, prosecute and obtain patent or similar protection for any invention embodied by any of the applications comprised in the Patents, including the right to claim priority from such applications and (iv) all forms of commercial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

Recordation and registration of assignment. In order to record this Assignment with the United States Patent and Trademark Office (the "PTO") and to record or register it with all of the other registries at which the Patents are or are intended to be registered (the "Patent Offices"), the parties hereto shall execute this Assignment and the Sellers shall execute the Recordation Cover Sheet required by the PTO, and any other similar or corresponding document that may be required by the Patent Offices (together the "Recordation Forms") in order to record or register the assignment effected hereby, provided; however, that Assignee shall prepare such Recordation Forms other than those required by the PTO. Thereafter, the Sellers shall record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto including, but not limited to, this Assignment and Schedule 1.1(b) and Schedule 1.1(e), as applicable, hereto. The Assignee shall record or register the executed Recordation Forms with the Patent Offices other than the PTO, together with any schedules and exhibits thereto.

Power of Attorney. Each of the Sellers does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Seller's true and lawful attorney-in-fact, with the power to endorse the Seller's name on all applications, documents, papers, deeds and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO; provided, that the Assignee shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Seller has failed to take such action at the request of the Assignee and following five (5) days prior written notice to the Seller of the exercise of such rights. This power of attorney shall be irrevocable.

Governing Law. This Assignment shall be governed by and construed in accordance with the laws (other than the conflict of law rules) of the State of Delaware.

Successors and Assigns. This Assignment shall bind the Sellers and their successors and assigns and inure to the benefit of Assignee and its successors and assigns.

Counterparts. This Assignment may be executed in two counterparts, each of which shall be deemed to be an original and all such counterparts shall constitute but one and the same instrument.

[Signature page to follow]

This Assignment of Patents is executed and delivered effective as of the date first set forth above.

Ashley Furniture, Industries, Inc. (as Assignee)

By: [Signature]

Name: Daniel J. Aiman

Title: Vice President & General Counsel

STATE OF WISCONSIN)
) ss.
COUNTY OF TREMPLEAU)

Subscribed and sworn to before me this 10th day of September, 2011.

Notary Public: [Signature]
My Commission Expires: per m.

Berkline/BenchCraft Holdings, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
County OF _____)

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public: _____
My Commission Expires: _____

Berkline/BenchCraft, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
County OF _____)

Subscribed and sworn to before me this ____ day of _____, 2011.

Notary Public: _____
My Commission Expires: _____

This Assignment of Patents is executed and delivered effective as of the date first set forth above.

Ashley Furniture, Industries, Inc. (as Assignee)

STATE OF _____)
) ss.
County OF _____)

By: _____

Subscribed and sworn to before me this ____ day of _____, 2011.

Name:

Notary Public: _____

Title: _____

My Commission Expires: _____

Berkline/BenchCraft Holdings, LLC

STATE OF DISTRICT OF COLUMBIA)
) ss.
County OF Washington DC)

By: 

Subscribed and sworn to before me this 16 day of Sept, 2011.

Name: Keith F. Cooper

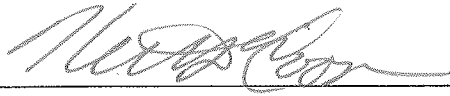
Notary Public: Elizabeth B Stedman

Title: Chief Restructuring Officer

My Commission Expires: 11/30/14

Berkline/BenchCraft, LLC

STATE OF District of Columbia)
) ss.
County OF Washington DC)

By: 

Subscribed and sworn to before me this 16 day of September, 2011.


Name: Keith F. Cooper

Notary Public: Elizabeth B Stedman

Title: Chief Restructuring Officer

My Commission Expires: 11/30/14

Berkline, LLC


By: 
Name: Keith F. Cooper
Title: Chief Restructuring Officer

STATE OF District of Columbia
County OF Washington DC) ss.
)

Subscribed and sworn to before me this 16 day of Sept, 2011.

Notary Public: Elizabeth B Stedman
My Commission Expires: 11/30/14

BenchCraft, LLC

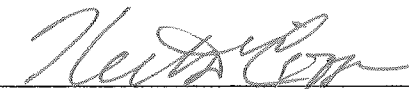
By: 
Name: Keith F. Cooper
Title: Chief Restructuring Officer

STATE OF District of Columbia
County OF Washington DC) ss.
)

Subscribed and sworn to before me this 16 day of September, 2011.

Notary Public: Elizabeth B Stedman
My Commission Expires: 11/30/14

Blue Mountain Trucking Corporation


By: 
Name: Keith F. Cooper
Title: Chief Restructuring Officer

STATE OF District of Columbia
County OF Wash DC) ss.
)

Subscribed and sworn to before me this 16 day of September, 2011.

Notary Public: Elizabeth B Stedman
My Commission Expires: 11/30/14

BenchCraft International Sourcing, Inc.

By: 
Name: Keith F. Cooper
Title: Chief Restructuring Officer

STATE OF District of Columbia
County OF Washington DC) ss.
)

Subscribed and sworn to before me this 16 day of September, 2011.

Notary Public: Elizabeth B Stedman
Commission Expires 11/30/14

My Commission Expires: 11/30/14

Schedule 1.1(b)

Patents

<u>Reg. No.</u>	<u>Description</u>	<u>Type</u>
D532987	Sofa with 2-piece Cushion	Design
D518305	Sofa having Upswept Arms	Design
D525803	Sofa (496 Group)	Design
D555386	Sofa (Group #40016)	Design
D555387	Sofa (Group #40021)	Design

Schedule 1.1(b)

Patents

<u>Reg. No.</u>	<u>Description</u>	<u>Type</u>
D532987	Sofa with 2-piece Cushion	Design
D518305	Sofa having Upswept Arms	Design
D525803	Sofa (496 Group)	Design
D555386	Sofa (Group #40016)	Design
D555387	Sofa (Group #40021)	Design

Schedule 1.1(e)

Miscellaneous Intellectual Property

U.S. Trademarks

<u>Description</u>	<u>Registration Number</u>
Hiddenlounger	1465505
Benchcraft	1444177
Zero Proximity	1441238
Benchcraft	1292920
Feather-Glide	892025

Foreign Trademarks

Wallaway Design (Canada)	TMA198676
Rock-A-Lounger (Canada)	TMA143879
Berkline B Design (Italy)	675381
Benchcraft (Italy)	894367
Natural Elements (New Zealand)	753502

U.S. Patents

<u>Reg. No.</u>	<u>Description</u>	<u>Type</u>
D410748	Electrical control unit	Design
D468545	Ornamental design for seat	Design
D400719	Ornamental design for chair	Design
D402818	Ornamental design for seat	Design
D400024	Ornamental design for seat	Design
D411979	Hood Deflector Retainer Clip	Design
5335962	Sectional Sofa	Design
D382416	Sofa	Design
D382720	Seat	Design

D383325	Seat	Design
D441552	Seat	Design
D441979	Seat	Design
D449463	Seat	Design
D470671	Seat	Design
D470674	Seat	Design
D487978	Seat	Design
5104182	Convertible Sofa	
5217277	Seat Arm with Concealed Sofa	
5294177	Automatic Block for Rocker Chairs	

U.S. Copyrights

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SRU000473851	PUT A LITTLE COMFORT IN YOUR LIFE