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FORM PTO-1618.  
Expires 06/30/99  
OMB 0651-0027

11-09-1999  
U.S. Patent & TMO/TM Mail Rcpt Dt. #10

11-15-1999



Department of Commerce  
and Trademark Office  
TRADEMARK

101200127

11/9/99

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
06 02 1999

#### Conveying Party

Mark if additional names of conveying parties attached

Name Futorian Furnishings, Inc.

Execution Date  
Month Day Year  
06 02 1999

Formerly Mohasco Upholstered Furniture Corporation

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

#### Receiving Party

Mark if additional names of receiving parties attached

Name Stratford Upholstery Company, L.L.C.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1215 Glenn Drive

Address (line 2) \_\_\_\_\_

Address (line 3) Amory

MS

38821

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other Limited Liability Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

11/12/1999 DNGUYEN 00000341 75498520

01 FC:481  
02 FC:482

40.00 OP  
300.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001988 FRAME: 0033

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(256) 539-6000

Name

Karen G. Biagi

Address (line 1)

Leo and Associates

Address (line 2)

200 Randolph Avenue

Address (line 3)

Huntsville, Alabama 35801

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/498,520

2,088,231

1,705,043

1,672,860

75/428,709

1,995,999

1,810,793

1,610,222

1,720,321

1,609,119

1,799,386

**Number of Properties**

Enter the total number of properties involved.

#

13

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

340.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Karen G. Biagi

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

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944,672	<input type="text"/>	<input type="text"/>
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## ASSIGNMENT OF TRADEMARKS

This Assignment dated as of June 2, 1999 is entered into by and between FUTORIAN FURNISHINGS, INC., a Delaware corporation ("Assignor") and STRATFORD UPHOLSTERY COMPANY, L.L.C., a Delaware limited liability company ("Assignee").

### PRELIMINARY STATEMENT

Assignor and Assignee are parties to the Asset Purchase Agreement dated May 28, 1999 (the "Agreement"), pursuant to which Assignor agreed to sell and assign to Assignee certain Intellectual Property assets of Seller, including certain trademarks and to assign to Assignee its right, title and interest therein and all licenses therefor, together with all goodwill therein or associated therewith.

NOW, THEREFORE, in consideration of mutual promises herein contained in the respective representations, warranties, covenants and agreements enumerated in the Agreement, and intending to be legally bound, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed in the Agreement.
2. **Assignment.** Assignor hereby assigns to Assignee all its right, title and interest in the trademarks described on the attached Schedule A ("Trademarks"), together with all goodwill therein or associated therewith. The present assignment includes all rights and interests associated with the Trademarks, including, without limitation, Assignor's common law rights and federal registration rights in the trademarks identified in Schedule A, the right to sue for past trademark infringement and the right to claim prior use of the Trademarks by Assignor as a basis for federal and/or state trademark registration or in connection with any infringement proceeding or claim of a third party with respect to any or all of the Trademarks. In addition, any continued use by Assignor of the Trademarks shall inure to the benefit of Assignee.
3. **Successors and Assigns.** This Assignment of Trademarks shall be binding upon Assignor and shall be to the benefit of Assignee and its successors and assigns.

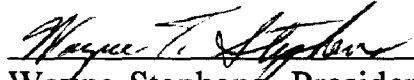
IN WITNESS WHEREOF, the undersigned has executed this Assignment of Trademarks of the date first above written.


**ASSIGNOR**

**ASSIGNEE:**

**FUTORIAN FURNISHINGS, INC.**

**STRATFORD UPHOLSTERY  
COMPANY, L.L.C.**

  
\_\_\_\_\_  
Wayne Stephens, President

  
\_\_\_\_\_  
Herb Hester, President

Schedule A

U.S. Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Comfortech	75/017,680	2,088,231	11/13/95	8/12/97
Stratolounger Shiatsu	74/550,147	1,995,999	7/18/94	8/20/96
Stratopedic	74/214,301	1,720,321	10/21/91	9/29/92
Avon	74/213,678	1,705,043	10/21/91	8/4/92
Stato-Glider	74/213,498	1,810,793	10/21/91	12/14/93
Futorian	74/008,240	1,609,119	12/6/89	8/7/90
Stratolounger Comfort Center	73/835,755	1,672,860	11/3/89	1/21/92
Comfort Center	73/835,746	1,610,222	10/31/89	8/14/90
Stratford	72/378,871	944,672	12/16/70	10/10/72
Strato Lounger	72/061,800	679,602	11/3/58	6/2/59
Stress-A-Way	74/314,595	1,799,386	9/17/92	10/19/93
(Design)	75/498,520		6/9/98	
Fin-A-Pelle	75/428,709		2/4/98	

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