



08-05-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Universal Furniture Limited

7-26-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State State of Delaware Other State of Delaware

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 26, 2002

2. Name and address of receiving party(ies)

Name: BenchCraft, LLC

Internal Address: One Berkline Drive

Street Address:

City: Morristown State: TN Zip: 37813

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached Continuation Sheet

B. Trademark Registration No.(s) See Attached Continuation Sheet

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel H. Marti, Esq.

Internal Address: KILPATRICK STOCKTON LLP

Street Address: 609 14th Street, N.W.,

Suite 900

City: Washington State: DC Zip: 20005-2018

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 3.41): \$ 615.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1458

DO NOT USE THIS SPACE

9. Signature.

Daniel H. Marti Name of Person Signing

Daniel Marti Signature

7/26/02 Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/02/2002 6TDW11 00000185 501458 75598901 01 FC:481 40.00 CH 02 FC:482 575.00 CH

CONTINUATION SHEET – Page 1

**Schedule of Trademarks Assigned from Universal Furniture Limited to
Benchcraft LLC, effective March 26, 2002**

U.S. TM Application Serial No.	Mark
75/598,901	BRIGHT IDEAS
75/698,733	BENCHEXPRESS (and Design)
75/698,734	RETAIL SOLUTIONS (and Design)
76/177,106	SIT BACK AND RELAX
76/276,319	SPINNER
76/294,006	RECLINEABILITIES

CONTINUATION SHEET – Page 2

Schedule of Trademarks Assigned from Universal Furniture Limited to
Benchcraft LLC, effective March 26, 2002

U.S. TM Registration No.	Mark
1,225,071	BENCH CRAFT, INC. (Stylized)
1,267,198	BENCHCRAFT (Stylized)
1,292,920	BENCHCRAFT
1,329,610	CHADWICK (Stylized)
1,349,437	A DEVOTION TO MOTION
1,441,238	ZERO PROXIMITY (Stylized)
1,444,177	BENCHCRAFT (Stylized)
1,465,505	HIDDEN LOUNGER
1,519,853	POSTURE CRAFT (Stylized)
1,528,723	BENCHCRAFT
1,531,265	BENCHCRAFT (Stylized)
1,899,876	ROOM PACKAGES
1,924,640	FEATHER-LUX
2,014,506	BC BENCHCRAFT (Stylized)
2,016,466	BC (Stylized)
2,025,815	FEATHER-SOF
2,235,079	LINCOLN PARK
2,296,928	NATURAL ELEMENTS

50982-272904
WSHLIB01:124915.1

TRADEMARK, TRADE NAME AND ASSUMED NAME ASSIGNMENT

THIS TRADEMARK, TRADE NAME AND ASSUMED NAME ASSIGNMENT (the "Assignment") is made and entered into as of this 26 day of March, 2002, ("Effective Date"), by and between Universal Furniture Limited, a Delaware corporation, with its principal office at 4000 Lifestyle Court, High Point, North Carolina 27265 USA ("Assignor"), and BenchCraft, LLC, a Delaware limited liability company, with its principal office at One Berkline Drive, Morristown, Tennessee 37813 USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of March 6, 2002, ("Asset Purchase Agreement), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Asset Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedule A and the foreign trademark registrations and applications for registrations identified and set forth on Schedule B (collectively for Schedules A and B, the "Marks"), and various trade names and assumed names, identified and set forth on Schedule C, including variations thereof (collectively, the "Trade/Assumed Names"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks and the Trade/Assumed Names together with the goodwill of the business in connection with which the Marks and the Trade/Assumed Names are used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, arising from the Trademarks including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and the Trade/Assumed Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks or the Trade/Assumed Names; (2) in the

prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks or the Trade/Assumed Names, including, but not limited to, testifying as to any facts relating to the Marks and Trade/Assumed Names assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks or any of the Trade/Assumed Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this _____ day of March, 2002.

Universal Furniture Limited

Name: *Donald Hoffman*

Title: President

BenchCraft, LLC

Name: *R. M. [Signature]*

Title: VICE PRESIDENT

STATE OF NORTH CAROLINA)
) SS.
COUNTY OF GUILFORD)

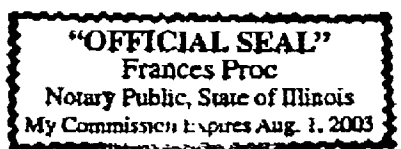
On this 18th day of March, 2002, there appeared before me *Ronald J. Hoffman*, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Universal Furniture Limited.

Angela Sanford
Notary Public
My Commission Expires: 6/20/2004

STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 22nd day of March, 2002, there appeared before me *Peter [Signature]*, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of BenchCraft, LLC.

Frances Proc
Notary Public



BenchCraft Trademarks
Schedule A
U.S. Trademarks

Mark	Reg. No/ Reg. Date	App. No./ File Date	Comments	Country
A DEVOTION TO MOTION	1349437 7/16/85	73/515473 12/28/84	Registered	USA
BC [Image]	2016466 11/12/96	74/662678 4/17/95	Registered	USA
BC BENCHCRAFT [Image]	2014506 11/5/96	74/662679 4/17/95	Registered	USA
BENCHCRAFT	1528723 3/7/89	73/717468 3/18/88	Registered	USA
BENCHCRAFT [Image]	1531265 3/21/89	73/717469 3/18/88	Registered	USA
BENCHCRAFT [Image]	1267198 2/14/84	73/404429 12/2/82	Registered	USA
BENCHCRAFT	1292920 9/4/84	73/426948 5/23/83	Registered	USA
BENCHCRAFT [Image]	1444177 6/23/87	73/629186 11/7/86	Registered	USA
BENCH CRAFT, INC. [Image]	1225071 1/25/83	73/168780 5/2/78	Registered	USA
BENCHXPRESS & Design		75/698733 5/5/99	Published Allowed 9/19/00	USA
BRIGHT IDEAS		75/598901 12/2/98	Published Intent to Use Allowed 1/11/00	USA
CHADWICK	1329610 4/9/85	73/420855 4/11/83	Registered	USA
FEATHER-LUX	1924640 10/3/95	74/443136 10/1/93	Registered	USA
FEATHER-SOF	2025815 12/24/96	74/443134 10/1/93	Registered	USA

Mark	Reg. No./ Reg. Date	App. No./ File Date	Comments	Country
HIDDEN LOUNGER	1465505 11/17/87	73/656421 4/20/87	Registered	USA
LINCOLN PARK	2235079 3/23/99	75/278625 4/21/97	Registered	USA
NATURAL ELEMENTS	2296928 11/30/99	75/459666 3/31/98	Registered	USA
POSTURE CRAFT [Image]	1519853 1/10/89	73/704928 1/11/88	Registered	USA
RECLINEABILITIES		76/294,006 8/2/01	Pending	USA
RETAIL SOLUTIONS [Image]		75/698734 5/5/99	Published Intent to Use Allowed 4/25/00	USA
ROOM PACKAGES	1899876 6/13/95	74/365243 3/8/93	Registered	USA
SIT BACK AND RELAX		76/177106 12/7/00	Published Intent to Use	USA
SPINNER		76/276319	Published	USA
ZERO PROXIMITY [Image]	1441238 6/2/87	73/625577 10/16/86	Registered	USA

BenchCraft Trademarks
Schedule B
Foreign Trademarks

Mark	Reg. No/ Reg. Date	App. No/ File Date	Comments	Country
BENCHCRAFT	TMA378961 1/25/91	645532 11/23/89	Registered	Canada
BENCHCRAFT		RM99C006468 12/17/99	Registered	Italy
BENCHCRAFT	2197536 12/10/99	2197536 5/17/99	Registered	United Kingdom

BenchCraft Tradenames
Schedule C

Trade Name	Products
BENCHCRAFT	Furniture
BENCHCRAFT, a division of Universal Furniture Limited	Furniture
BLUE MOUNTAIN TRUCKING CORPORATION	Trucking
UNIVERSAL FURNITURE LIMITED d/b/a BENCHCRAFT	Furniture