

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broyhill Furniture Industries, Inc.		11/25/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	HHG GLOBAL DESIGNS LLC		
Street Address:	1 North Brentwood Blvd., 15th Floor		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3659103	SUMMERTIME	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	43706-002		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
Signature:	/Jenifer deWolf Paine/		

CH \$40.00 3659103

Date:

12/09/2013

Total Attachments: 12

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ASSIGNMENT – BROYHILL FURNITURE INDUSTRIES, INC.

THIS ASSIGNMENT is made as of the 25 day of November, 2013, by and between Broyhill Furniture Industries, Inc., a North Carolina corporation with an address of Broyhill Park, Lenoir, North Carolina 28633 (“Assignor”) on the one hand, and HHG Global Designs LLC, a Delaware limited liability company with an address of 1 North Brentwood Blvd., 15th Floor, St. Louis MO 63105 (“Assignee”) on the other hand.

WHEREAS, Assignor owns trademarks, service marks, logos, trade dress, trade names, indicia, and other source identifiers together with all translations, adaptations, derivations and combinations thereof, including the good will associated with the foregoing, including but not limited to the trademarks listed on the attached Schedule A, including the registrations and applications therefor, and all goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, Assignor owns inventions (whether patentable or unpatentable and whether or not reduced to practice) and invention disclosures, including but not limited to the patents listed on the attached Schedule B (collectively, “Patents”);

WHEREAS, Assignor owns of works of authorship, copyrightable works, mask works, designs, and copyrights, including but not limited to the copyright registrations listed on the attached Schedule C (collectively, “Copyrights”);

WHEREAS, Assignor owns domain names, including but not limited to the domain names listed on the attached Schedule D (collectively, “Domain Names”); and

WHEREAS, the Assignor wishes to sell and assign, and the Assignee wishes to purchase and assume, the Trademarks, Patents, Copyrights, and Domain Names;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and delivers, free and clear of all liens, encumbrances and claims, to the Assignee, and Assignee hereby accepts, all right, title, and interest in, to, and under the Trademarks, Patents, Copyrights, Trademarks, and Domain Names, including any renewals, extensions, divisionals and continuations thereof, and in and to all causes of action, either in law or in equity for past, present, or future infringement or other violations thereof, and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and in and to all rights corresponding to the foregoing throughout the world.
2. Within five days of execution of this Agreement, Assignor will transfer or cause the transfer of the Domain Names to Assignee and will provide all administrative rights to the Domain Names as may be required to take possession of and control the Domain Names. Assignor agrees to execute any further documents or take any reasonable further steps as Assignee may deem necessary to effectuate the transfer of the Domain Names to Assignee.

3. Assignor authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights, and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.
4. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of the Assignee) to effectuate the transfer of the Trademarks, Patents, Copyrights, and Domain Names to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

BROYHILL FURNITURE INDUSTRIES, INC.

HHG GLOBAL DESIGNS LLC

By: _____

By: _____

Name: _____

Ira Glazer
President


Title: _____

3. Assignor authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights, and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.
4. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of the Assignee) to effectuate the transfer of the Trademarks, Patents, Copyrights, and Domain Names to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

BROYHILL FURNITURE INDUSTRIES, INC.

HHG GLOBAL DESIGNS LLC

By: 






By: _____

Name: Meredith M. Graham

Ira Glazer
President

Title: Chief Administrative Officer, General Counsel and Corporate Secretary

Schedule A
Broyhill Furniture Industries, Inc. Trademarks

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
BROYHILL	Austria	AM208291 Sep 1, 1981	98503 Dec 16, 1981
BROYHILL (and pinwheel design) 	European Union	310870 Jul 31, 1996	310870 Jan 27, 1999
BROYHILL	Finland	381882 Jul 2, 1982	88955 May 21, 1984
BROYHILL	Iceland	14791995 Dec 4, 1995	4351996 Apr 30, 1996
BROYHILL (and pinwheel design) 	Japan	S5960931 Jun 11, 1984	1906315 Oct 28, 1986
BROYHILL (and pinwheel design) 	Republic of Korea	401984001270 7 Aug 20, 1984	116368 Sep 6, 1985
BROYHILL	Saudi Arabia	3511403 Nov 6, 1982	11217 Feb 2, 1985
BROYHILL	Taiwan R.O.C.	85007988 Feb 15, 1996	760031 May 1, 1997
BROYHILL	Taiwan R.O.C.	074019447 May 11, 1985	324373 May 1, 1986
BROYHILL (and pinwheel design) 	Taiwan R.O.C.	85007987 Feb 15, 1996	758191 Apr 16, 1997
BROYHILL (and pinwheel design) 	Taiwan R.O.C.	7419444 May 11, 1985	324375 May 1, 1986

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
BROYHILL PREMIER	Taiwan R.O.C.	85007986 Feb 15, 1996	758190 Apr 16, 1997
BROYHILL PREMIER	Taiwan R.O.C.	7419945 May 11, 1985	324374 May 1, 1986
SUMMERTIME	United States of America	77480568 May 21, 2008	3659103 Jul 21, 2009
BROYHILL	Venezuela	784981 Sep 7, 1981	111220F Oct 19, 1984

Schedule B
Broyhill Furniture Industries, Inc. Patents

TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
ARM CHAIR	D519741	5/2/2006	29186104	7/9/2003
ARMOIRE	D429918	8/29/2000	29106277	6/11/1999
BED	D642398	8/2/2011	29348307	12/18/2009
BED HEADBOARD	D641187	7/12/2011	29316843	11/6/2009
BUREAU	D439439	3/27/2001	29105946	6/4/1999
CABINET	D431391	10/3/2000	29106968	6/24/1999
CABINET	D512248	12/6/2005	29202796	4/5/2004
CABINET	D518978	4/18/2006	29202989	4/7/2004
CABINET	D519748	5/2/2006	29202991	4/7/2004
CHAIR	D431120	9/26/2000	29106971	6/24/1999
CHAIR	D518658	4/11/2006	29202821	4/5/2004
CHAIR	D519295	4/25/2006	29202798	4/5/2004
CHEST OF DRAWERS	D511054	11/1/2005	29202820	4/5/2004
CHEST OF DRAWERS	D511052	11/1/2005	29202992	4/7/2004
CHEST OF DRAWERS	D510207	10/4/2005	29202817	4/5/2004
CHEST OF DRAWERS	D509376	9/13/2005	29202799	4/5/2004
CHEST OF DRAWERS	D509680	9/20/2005	29202797	4/5/2004
CHEST OF DRAWERS	D509377	9/13/2005	29202901	4/6/2004
CHEST OF DRAWERS	D509378	9/13/2005	29202936	4/7/2004
CHINA BASE CABINET	D519300	4/25/2006	29186157	7/10/2003
CHINA BASE CABINET	D511425	11/15/2005	29185462	6/27/2003
CHINA BASE CABINET	D502024	2/22/2005	29185574	6/30/2003
CHINA DECK CABINET	D498084	11/9/2004	29185492	6/27/2003
CHINA DECK CABINET	D507126	7/12/2005	29185646	6/30/2003
CHINA DECK CABINET	D511056	11/1/2005	29185445	6/27/2003
DESK	D498081	11/9/2004	29185897	7/2/2003
DESK HUTCH	D508170	8/9/2005	29185891	7/3/2003

TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
DINING CHEST	D506884	7/5/2005	29186063	7/9/2003
DOOR CHEST	D402135	12/8/1998	29075940	8/28/1997
DOOR DRESSER	D401448	11/24/1998	29075996	8/28/1997
DRAWER CHEST	D401449	11/24/1998	29076044	8/28/1997
DRAWER DRESSER	D416145	11/9/1999	29075993	8/28/1997
DRESSER	D502336	3/1/2005	29186062	7/9/2003
DRESSER	D497271	10/19/2004	29186159	7/10/2003
DRESSER	D656346	3/27/2012	29348310	12/18/2009
DROPLEAF TABLE	D518317	4/4/2006	29202993	4/7/2004
ENTERTAINMENT BASE CABINET	D501735	2/15/2005	29185890	7/3/2003
ENTERTAINMENT DECK CABINET	D501098	1/25/2005	29185623	6/30/2003
FRETWORK	D619376	7/13/2010	29316842	11/6/2009
FRETWORK	D641185	7/12/2011	29316877	11/10/2009
FRETWORK	D649382	11/29/2011	29316879	11/10/2009
FURNITURE CHEST	D497270	10/19/2004	29185896	7/2/2003
FURNITURE CHEST	D498085	11/9/2004	29185888	7/2/2003
FURNITURE CHEST	D507895	8/2/2005	29185551	6/30/2003
FURNITURE PANEL	D642831	8/9/2011	29316883	11/10/2009
GLASSWARE STORAGE	D649817	12/6/2011	29348308	12/18/2009
HEADBOARD AND/OR FOOTBOARD	D497748	11/2/2004	29186171	7/10/2003
HEADBOARD AND/OR FOOTBOARD	D499909	12/21/2004	29186158	7/10/2003
HEADBOARD AND/OR FOOTBOARD	D507439	7/19/2005	29202822	4/5/2004
HEADBOARD AND/OR FOOTBOARD	D510218	10/4/2005	29202819	8/5/2004
HEADBOARD AND/OR FOOTBOARD	D515857	2/28/2006	29224283	2/28/2005
HEADBOARD AND/OR FOOTBOARD	D514853	2/14/2006	29203923	4/21/2004
HEADBOARD AND/OR FOOTBOARD FOR A	D468565	1/14/2003	29136977	2/9/2001
HIGHBOY	D429917	8/29/2000	29105943	6/4/1999
HUTCH AND SIDEBOARD CABINET	D430425	9/5/2000	29106281	6/11/1999

TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
LANDSCAPE MIRROR	D402813	12/22/1998	29075997	8/28/1997
MAGNA CHEST	D401446	11/24/1998	29075995	8/28/1997
MIRROR	D427439	7/4/2000	29105939	6/4/1999
MOBILE SERVER	D430752	9/12/2000	29105940	6/4/1999
NIGHT STAND	D401447	11/24/1998	29075942	8/28/1997
PANEL FOOTBOARD	D400377	11/3/1998	29075941	8/28/1997
PANEL HEADBOARD	D400378	11/3/1998	29075998	8/28/1997
POSTER FOOTBOARD	D400379	11/3/1998	29079917	8/28/1997
POSTER HEADBOARD	D402833	12/22/1998	29075994	8/28/1997
SHELF AND CABINET UNIT	D509679	9/30/2005	29185669	6/30/2003
SHELF UNIT	D516836	3/14/2006	29202818	4/5/2004
SIDEBOARD	D509971	9/27/2005	29185511	6/27/2003
STORAGE BENCH	D509075	9/6/2005	29185579	6/27/2003
TABLE	D428733	8/1/2000	29106279	6/11/1999
TABLE	D428741	8/1/2000	29106276	6/11/1999
TABLE	D429430	8/15/2000	29105944	6/4/1999
TABLE	D429915	8/29/2000	29106285	6/11/1999
TABLE	D424837	5/16/2000	29105941	6/4/1999
TABLE	D432813	10/31/2000	29114074	11/17/1999
TABLE	D437507	2/13/2001	29106280	6/11/1999
TABLE	D431732	10/10/2000	29105945	6/4/1999
TABLE	D498947	11/30/2004	29185588	6/30/2003
TABLE	D517840	3/28/2006	29202763	4/5/2004
TABLE	D512857	12/20/2005	29202853	4/6/2004
TABLE	D512858	12/20/2005	29202877	4/6/2004
TABLE	D521771	5/30/2006	29202852	4/6/2004
TABLE CORNER AND LEG	D649383	11/29/2011	29348309	12/18/2009
TABLE OR CABINET BASE	D519758	5/2/2006	29202937	4/7/2004

TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
VANITY TABLE	D498082	11/9/2004	29186074	7/9/2003
VERTICAL MIRROR	D402814	12/22/1998	29076043	8/28/1997

Schedule C
Broyhill Furniture Industries, Inc. Copyrights

Full Title	Copyright No.	Date
Armoire.	VA0001007563	1999
Retail sales seminar.	TX0002391861	1988
Sideboard metal hutch.	VA0001007562	1999
Square cocktail table, & 1 other table.	VA0001007561	1999
Torreon door chest.	VA0000892023	1996
Torreon door dresser.	VA0000892024	1996
Torreon landscape mirror.	VA0000892025	1996
Torreon magna chest.	VA0000892028	1996
Torreon panel headboard.	VA0000892026	1996
Torreon : panel headboard : no. 4300-56.	VA0000848068	1996
Torreon poster footboard.	VA0000892027	1996
Torreon : vertical mirror : no. 4300-26.	VA0000848067	1996
Visions--a decorating workbook.	TX0004522071	1996
Winter pine landscape mirror, & 2 other sculptures.	VA0001007560	1999

Schedule D
Broyhill Furniture Industries, Inc. Domain Names

BROYHILLDEALER.INFO	9/15/2013	Godaddy
BROYHILLGALLERY.INFO	9/15/2013	Godaddy
BROYHILLONLINE.BIZ	11/25/2013	Godaddy
BROYHILLONLINE.COM	11/26/2013	Godaddy
BROYHILLONLINE.INFO	11/26/2013	Godaddy
BROYHILLONLINE.NET	11/26/2013	Godaddy
BROYHILLSHOWPLACE.COM	1/4/2018	Godaddy