

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
Thomasville Home Furnishings, Inc.		11/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HHG GLOBAL DESIGNS LLC
Street Address:	1 North Brentwood Blvd., 15th Floor
City:	St. Louis
State/Country:	NEW YORK
Postal Code:	63105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2644391	CHANGEABLES
Registration Number:	2449564	COLOR CAFE
Serial Number:	86038000	MARKETPLACE BY THOMASVILLE
Registration Number:	3580561	NOCTURNE
Registration Number:	2782526	RENOVATIONS
Registration Number:	3932010	RENOVATIONS
Registration Number:	4092244	SPECIAL ADDITIONS
Registration Number:	3898025	STYLE@WORK BY THOMASVILLE
Registration Number:	3157546	THOMASVILLE
Registration Number:	3141738	THOMASVILLE
Registration Number:	3141739	THOMASVILLE
Registration Number:	3428844	THOMASVILLE
Registration Number:	1151730	THOMASVILLE
Registration Number:	4165204	THOMASVILLE

TRADEMARK

Registration Number:	4018366	THOMASVILLE
Registration Number:	4025821	THOMASVILLE
Registration Number:	4071212	THOMASVILLE
Registration Number:	4018367	THOMASVILLE
Registration Number:	4165205	THOMASVILLE
Registration Number:	3157547	THOMASVILLE CABINETRY
Registration Number:	2555117	THOMASVILLE CABINETRY
Registration Number:	3437841	THOMASVILLE FLOORING
Registration Number:	3141740	THOMASVILLE LIGHTING
Serial Number:	85389687	VIA THOMASVILLE
Serial Number:	85204679	VIA THOMASVILLE
Registration Number:	3702041	WANDERLUST
Registration Number:	2273834	WORKSTYLES

CORRESPONDENCE DATA

Fax Number: 2129692900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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/
Date:	12/09/2013

Total Attachments: 12
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TRADEMARK
REEL: 005170 FRAME: 0043

ASSIGNMENT – THOMASVILLE HOME FURNISHINGS, INC.

THIS ASSIGNMENT is made as of the 25 day of November, 2013, by and between Thomasville Home Furnishings, Inc. a Delaware corporation with an address of 401 East Main Street, Thomasville, NC 27360 (“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.

THOMASVILLE HOME FURNISHINGS, 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.

THOMASVILLE HOME FURNISHINGS, 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
Thomasville Home Furnishings, Inc. Trademarks

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
CHANGEABLES	United States of America	76295839 Aug 6, 2001	2644391 Oct 29, 2002
COLOR CAFE	United States of America	75484928 May 14, 1998	2449564 May 8, 2001
MARKETPLACE BY THOMASVILLE	United States of America	86038000 Aug 14, 2013	
NOCTURNE	United States of America	78904439 Jun 9, 2006	3580561 Feb 24, 2009
RENOVATIONS	United States of America	76269103 Jun 8, 2001	2782526 Nov 11, 2003
RENOVATIONS	United States of America	77839454 Oct 1, 2009	3932010 Mar 15, 2011
SPECIAL ADDITIONS	United States of America	85226342 Jan 26, 2011	4092244 Jan 24, 2012
STYLE@WORK BY THOMASVILLE	United States of America	77871950 Nov 13, 2009	3898025 Dec 28, 2010
THOMASVILLE	United States of America	78718080 Sep 22, 2005	3157546 Oct 17, 2006
THOMASVILLE	United States of America	78718083 Sep 22, 2005	3141738 Sep 12, 2006
THOMASVILLE	United States of America	78718085 Sep 22, 2005	3141739 Sep 12, 2006
THOMASVILLE	United States of America	78980061 Sep 22, 2005	3428844 May 13, 2008
THOMASVILLE	United States of America	73216776 May 23, 1979	1151730 Apr 21, 1981
THOMASVILLE	United States of America	85129949 Sep 15, 2010	4165204 Jun 26, 2012
THOMASVILLE	United States of America	85129983 Sep 15, 2010	4018366 Aug 30, 2011
THOMASVILLE	United States of America	85241661 Feb 14, 2011	4025821 Sep 13, 2011
THOMASVILLE (stylized)	United States of America	77942169 Feb 23, 2010	4071212 Dec 13, 2011
<i>Thomasville</i>			

THOMASVILLE (stylized) <i>Thomasville</i>	United States of America	85129991 Sep 15, 2010	4018367 Aug 30, 2011
THOMASVILLE (stylized) <i>Thomasville</i>	United States of America	85129968 Sep 15, 2010	4165205 Jun 26, 2012
THOMASVILLE CABINETRY	United States of America	78718081 Sep 22, 2005	3157547 Oct 17, 2006
THOMASVILLE CABINETRY	United States of America	76071441 Jun 16, 2000	2555117 Apr 2, 2002
THOMASVILLE FLOORING	United States of America	78718079 Sep 22, 2005	3437841 May 27, 2008
THOMASVILLE LIGHTING	United States of America	78718087 Sep 22, 2005	3141740 Sep 12, 2006
VIA THOMASVILLE	United States of America	85389687 Aug 4, 2011	
VIA THOMASVILLE (stylized) <i>via Thomasville</i>	United States of America	85204679 Dec 23, 2010	
WANDERLUST	United States of America	77192705 May 30, 2007	3702041 Oct 27, 2009
WORKSTYLES	United States of America	75437181 Feb 19, 1998	2273834 Aug 31, 1999
THOMASVILLE	Cambodia	51310 May 2, 2013	
THOMASVILLE	Canada	736336 Sep 1, 1993	TMA496169 Jun 16, 1998
THOMASVILLE (application to extend registration)	Canada	736336(1) Feb 22, 2010	
THOMASVILLE (stylized) <i>Thomasville</i>	Canada	736330 Sep 1, 1993	TMA527888 May 16, 2000

THOMASVILLE (Stylized) (application to extend registration) <i>Thomasville</i>	Canada	736330(1) Feb 22, 2010	
THOMASVILLE	China	9490887 May 20, 2011	9490887 Jul 14, 2012
THOMASVILLE	China	9490888 May 20, 2011	9490888 Jun 28, 2012
THOMASVILLE	China	9490886 Jun 13, 2011	
THOMASVILLE	China	10027487 Sep 29, 2011	10027487 Nov 28, 2012
VIA THOMASVILLE	China	9581232 Jun 13, 2011	
THOMASVILLE	Hong Kong	302585908 Apr 22, 2013	
THOMASVILLE	Indonesia	 Mar 25, 1998	IDM000177940 Nov 2, 1999
THOMASVILLE	Indonesia	000201104278 6 Oct 25, 2011	
THOMASVILLE (stylized) <i>Thomasville</i>	Indonesia	IDM000177941 Mar 25, 1998	434737 Nov 2, 1999
THOMASVILLE	Japan	10123385 Oct 7, 1985	2515480 Mar 31, 1993
THOMASVILLE	Macao	N74928 Apr 22, 2013	
THOMASVILLE	Malaysia	9802829 Mar 6, 1998	98002829 Mar 6, 1998
THOMASVILLE	Malaysia	2011014054 Aug 3, 2011	2011014054 Sep 27, 2012
THOMASVILLE (stylized) <i>Thomasville</i>	Malaysia	9803144 Mar 12, 1998	98003144 Mar 12, 1998
THOMASVILLE	Republic of Korea	3171694 Aug 9, 1994	343559 Jul 24, 1996

VIA THOMASVILLE	Republic of Korea	402012002285 0 Apr 5, 2012	0964492 Apr 17, 2013
THOMASVILLE	Saudi Arabia	23024 Nov 22, 1993	33271 Feb 22, 1995
THOMASVILLE	Singapore	00016943 Sep 26, 2000	T0016943C Apr 6, 2004
THOMASVILLE	United Arab Emirates	148055 Oct 11, 2010	

Schedule B
Thomasville Home Furnishings, Inc. Patents

None.

Schedule C
Thomasville Home Furnishings, Inc. Copyrights

Title	Date	Reg.No.
Bouvier Toile Pattern	2008	VA0001640820

Schedule D
Thomasville Home Furnishings, Inc. Domain Names

None.

