

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Home Group LLC		12/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UFI IP LLC		
Street Address:	5380 Highway 145 South		
City:	Tupelo		
State/Country:	MISSISSIPPI		
Postal Code:	38801		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87403530	ACTION LANE	
Serial Number:	87147866	LANE RED STEEL	
Registration Number:	4657779	EZ LANE	
Registration Number:	0682876	LANE	
Registration Number:	0983330	LANE	
Registration Number:	4247540	LANE	
Registration Number:	5054259	LANE	
CORRESPONDENCE DATA			
Fax Number:	9016807201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	901-680-7351		
Email:	trademark.docket@butlersnow.com		
Correspondent Name:	Barbara Arnold		
Address Line 1:	6075 Poplar Avenue		
Address Line 2:	Suite 500		
Address Line 4:	Memphis, TENNESSEE 38119		
NAME OF SUBMITTER:	Barbara Arnold		
SIGNATURE:	/barbara arnold/		

CH \$190.00 87403530

DATE SIGNED:

01/11/2018

Total Attachments: 17

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This Trademark Assignment and Assumption Agreement, (“Agreement”) effective on the last date signed below, is made by and between HERITAGE HOME GROUP LLC, a Delaware limited liability company, with a principal place of business of 1925 Eastchester Drive, High Point, NC 27265 (“Assignor”); and UFI IP LLC, an Ohio limited liability company, with a principal place of business of 5380 Highway 145 South, Tupelo, MS 38801 (“Assignee”).

Whereas, Assignor is the owner of U.S. and foreign trademark registrations and applications shown in Exhibit A-1 for the marks LANE, ACTION LANE, EZ LANE, LANE FURNITURE and LANE HOME FURNISHINGS for use with indoor furniture; and is the owner of the common law marks as shown in Exhibit A-2 for use with indoor furniture (collectively the “LANE Marks”);

Whereas, Assignor has entered into a Trademark Assignment and Co-existence Agreement (“Co-existence Agreement”) dated October 24, 2017 with HHG Global Designs LLC. (“HHG GLOBAL”), a Delaware limited Liability company, regarding Assignor’s use of the LANE marks and HHG Global’s use of the LANE VENTURE marks, as identified in the Co-existence Agreement (the Co-existence Agreement is attached hereto as Exhibit B);

Whereas Assignor wishes to sell and assign, and the Assignee wishes to purchase and assume all rights, title and interest in and to the LANE marks and any associated trademark registrations, including the agreements and obligations of Assignor related to the co-existence of the LANE and LANE VENTURE marks, as set out in the Co-existence Agreement;

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of its rights, title, and interests in and to the LANE Marks, and any associated trademark registrations, together with all the goodwill of the business symbolized by the LANE Marks, subject to the terms and conditions of the Co-existence Agreement, such terms to be carried forward and incorporated into all future assignments or transfers of the LANE Marks.
2. Assignee hereby assumes all agreements and obligations made by Assignor in the Co-existence Agreement and warrants and agrees that: (a) it will comply with all the obligations and requirements in the Co-existence Agreement; and (b) the obligations contained in the Co-existence Agreement shall be carried forward and incorporated into all future assignments or transfers of the LANE Marks.
3. This Agreement is binding on, and inures to the benefit of, the parties and their respective parents, subsidiaries, affiliated companies, successors, licensees, assigns and other present or future parties in interest who are assigned or otherwise take ownership of the LANE Marks. This Agreement and all rights and obligations of the parties hereunder are expressly assignable in connection with a party’s sale of the LANE Marks.

4. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

5. Assignor authorizes the United States Commissioner for Patents and Trademarks and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.

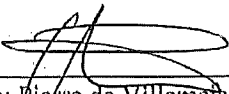
6. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of Assignee) to effectuate the transfer of the LANE marks, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may deem appropriate.

7. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

8. Nothing contained in this Agreement shall be construed as making either party an agent or licensee of the other party.

Agreed to this 8th day of December, 2017.

HERITAGE HOME GROUP LLC
a Delaware Limited Liability Company

By: 
Name: Pierre de Villemejane
Title: President and CEO

UFI IP LLC,
an Ohio Limited Liability Company

By: _____
Name: Douglas A. Hanby
Title: Chief Operating Officer

Signature Page to TM Assignment and Assumption

TRADEMARK
REEL: 006248 FRAME: 0229

Agreed to this 8th day of December, 2017.

HERITAGE HOME GROUP LLC,
a Delaware Limited Liability Company

By: _____
Name: Pierre de Villemejeane
Title: President and CEO

UFI IP LLC,
an Ohio Limited Liability Company

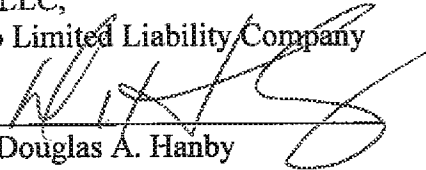
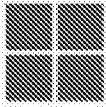
By: 
Name: Douglas A. Hanby
Title: Chief Operating Officer

EXHIBIT A-1 – LANE MARKS

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
ACTION LANE	UNITED STATES	PENDING	87/403,530	04/07/2017		
EZ LANE	UNITED STATES	REGISTERED	86/218,758	03/12/2014	4,657,779	12/16/2014
LANE	ARGENTINA	REGISTERED	2985547	12/16/1988	2432955	04/11/2011
LANE	AUSTRALIA	REGISTERED	780695	12/10/1998	780695	03/05/2001
LANE	BAHRAIN	REGISTERED	25178	02/16/1999	25178	02/11/2002
LANE	BRAZIL	REGISTERED	818033606	09/16/1994	818033606	06/09/1998
LANE	BRAZIL	REGISTERED	906597730	08/06/2013	906597730	06/18/2017
LANE	CANADA	REGISTERED	0235532	04/27/1956	114,426	06/19/1959
LANE	CANADA	REGISTERED	1540103	08/17/2011	TMA884,249	08/18/2014
LANE	CHILE	REGISTERED	435187	12/11/1998	875122	09/08/1999
LANE	CHINA	REGISTERED	970101194	09/24/1997	1242347	01/28/1999
LANE	COLOMBIA	REGISTERED	98075715	12/21/1998	225017	11/19/1999
LANE	COSTA RICA	REGISTERED	931898	12/09/1998	114659	07/02/1999
LANE	CZECH REPUBLIC	REGISTERED	138494	12/10/1998	233976	06/25/2001
LANE	DOMINICAN REPUBLIC	REGISTERED	98068669	12/18/1998	102782	03/15/1999
LANE	ECUADOR	REGISTERED	92672	12/09/1998	4848	07/26/2000
LANE	EGYPT	REGISTERED	120107	12/14/1998	120107	01/07/2002
LANE	EL SALVADOR	REGISTERED	810998	12/23/1998	17 Book 103	03/29/2000
LANE	EUROPEAN UNION (EUTM & RCD)	REGISTERED	000630798	04/01/1996	000630798	06/09/1999
LANE	EUROPEAN UNION (EUTM & RCD)	REGISTERED	010139641	07/21/2011	010139641	05/27/2012
LANE	HONDURAS	REGISTERED	1641098	12/11/1998	74989	08/10/1999
LANE	ICELAND	REGISTERED	288698	12/10/1998	4481999	04/28/1999
LANE	INDIA	REGISTERED	833255	12/21/1998	833255	12/02/2003
LANE	INDONESIA	REGISTERED	D00-2010-041534	11/18/2010	IDM000376698	11/27/2012
LANE	ISRAEL	REGISTERED	124472	12/09/1998	124472	03/05/2000
LANE	JAPAN	REGISTERED	S47-148377	10/26/1972	1162771	10/09/1975
LANE	KUWAIT	REGISTERED	42910	04/18/1999	39249	04/17/2004
LANE	LEBANON	REGISTERED	3886	12/14/1998	151415	12/14/1998
LANE	MALAYSIA	REGISTERED	98014381	12/16/1998	98014381	12/16/1998
LANE	MEXICO	REGISTERED	159960	02/04/1993	767886	05/30/2002
LANE	NICARAGUA	REGISTERED	9900045	01/13/1999	42315	10/01/1999
LANE	NORWAY	REGISTERED	9811960	12/23/1998	200271	11/15/1999
LANE	OMAN	REGISTERED	19208	12/12/1998	19208	12/29/2003
LANE	PARAGUAY	REGISTERED	2798598	12/10/1998	344677	10/28/1999
LANE	PERU	REGISTERED	75636	12/11/1998	53051	03/04/1999
LANE	POLAND	REGISTERED	Z195482	12/11/1998	135717	12/11/1998
LANE	PUERTO RICO	REGISTERED	44578	01/29/1999	44578	10/23/2001
LANE	QATAR	REGISTERED	19820	12/16/1998	19820	08/03/2005
LANE	RUSSIA	REGISTERED	98719987	12/21/1998	187150	04/10/2000
LANE	SAUDI ARABIA	REGISTERED	47411	12/29/1998	54647	10/28/2000
LANE	SINGAPORE	REGISTERED	T9812507C	12/16/1998	T9812507C	12/16/1998
LANE	SOUTH AFRICA	REGISTERED	199822266	12/09/1998	199822266	08/07/2002
LANE	SOUTH KOREA	REGISTERED	1997-0043136	09/10/1997	40-0455428	09/27/1999
LANE	SURINAME	REGISTERED	16636	01/21/1999	16636	10/11/2001
LANE	TAIWAN	REGISTERED	86027618	06/03/1997	856064	06/16/1999
LANE	THAILAND	REGISTERED	362099	06/09/1998	TM99504	10/04/1999
LANE	TURKEY	REGISTERED	1998018252	12/21/1998	1998018252	12/21/1998
LANE	UKRAINE	REGISTERED	98124756	12/11/1998	21394	10/15/2001
LANE	UNITED ARAB	REGISTERED	30211	02/27/1999	28246	04/19/2004

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
	EMR					
LANE	UNITED STATES	REGISTERED	72/068,578	02/27/1959	682,876	08/04/1959
LANE	UNITED STATES	REGISTERED	72/437,770	10/10/1972	983,330	05/07/1974
LANE	UNITED STATES	REGISTERED	85/977,589	08/12/2011	4,247,540	11/20/2012
LANE	UNITED STATES	REGISTERED	86/920,124	02/25/2016	5,054,259	10/04/2016
LANE (in Chinese characters #1)	CHINA	REGISTERED	3303005	09/10/2002	3303005	03/28/2004
LANE (in Chinese characters #2)	CHINA	REGISTERED	3303004	09/10/2002	3303004	03/28/2004
LANE (in Chinese characters #3)	CHINA	REGISTERED	3303002	09/10/2002	3303002	03/28/2004
LANE (in Chinese characters #4)	CHINA	REGISTERED	3303003	09/10/2002	3303003	03/28/2004
LANE (in Chinese)	CHINA	REGISTERED	8972929	12/21/2010	8972929	04/07/2014
LANE FURNITURE (and design)	INDONESIA	PENDING	D00.2013.027760	06/11/2013		
LANE HOME FURNISHINGS (and design)	CHINA	REGISTERED	9436310	05/09/2011	9436310	01/28/2013
LANE RED STEEL	CANADA	PENDING	1817914	01/12/2017		
LANE RED STEEL	MEXICO	PENDING	1837758	01/04/2017		
LANE RED STEEL	UNITED STATES	ALLOWED	87/147,866	08/23/2016		

EXHIBIT A-2 LANE COMMON LAW MARKS

LANE 4 Square Logo -- 



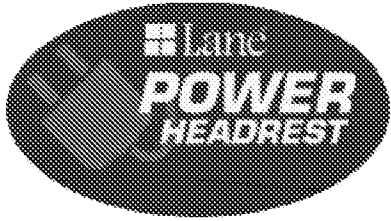


EXHIBIT B

Co-existence Agreement

TRADEMARK ASSIGNMENT AND CO-EXISTENCE AGREEMENT

This Assignment and Consent Agreement, effective on the last date signed below is made by and between HHG GLOBAL DESIGNS LLC, a Delaware limited liability company, (“HHG GLOBAL”); and HERITAGE HOME GROUP LLC, a Delaware limited liability company (“HHG”).

Whereas, HHG GLOBAL is the owner of U.S. and foreign trademark registrations and applications shown in Exhibit A-1 for the marks LANE, ACTION LANE, EZ LANE, LANE FURNITURE and LANE HOME FURNISHINGS for use with indoor furniture; and is the owner of the common law marks as shown in Exhibit A-2 for use with indoor furniture (collectively the “LANE Marks”);

Whereas, HHG GLOBAL is the owner of U.S. and foreign trademark registrations and applications shown in Exhibit B for the mark LANE VENTURE solely for use with outdoor furniture (collectively the “LANE VENTURE Marks”);

Whereas, all Parties acknowledge that the color red is frequently used in connection with the LANE marks;

Whereas, the LANE Marks and the LANE VENTURE Marks have each been used in association with their own separate and unique product lines for dozens of years;

Whereas, the LANE Marks and the LANE VENTURE Marks have each developed their own separate goodwill and identity amongst consumers given the longstanding coexistence in the market of goods bearing these separate marks;

Whereas, consumers are aware that the LANE Marks and LANE VENTURE Marks each indicate separate lines of furniture products;

Whereas, the parties do not believe consumer confusion is likely to result from concurrent use of the LANE Marks and LANE VENTURE Marks, even if ownership of these marks were vested in unrelated companies, provided the terms of this Agreement are followed;

Whereas, the parties want to provide for each party’s continued use and registration of their respective marks in connection with the terms and conditions identified below;

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. HHG GLOBAL hereby assigns, transfers, and conveys to HHG all of its rights, title, and interests in and to the LANE Marks, together with all the goodwill of the business symbolized by the LANE Marks, subject to the terms and conditions of this Co-existence Agreement, such terms to be carried forward and incorporated into all future assignments or transfers of the LANE Marks.

2. HHG GLOBAL shall retain ownership of the LANE VENTURE Marks and the terms of this Co-existence Agreement shall be carried forward and incorporated into all future assignments or transfers of the LANE VENTURE Marks.

3. Subject to the terms of this Agreement, HHG GLOBAL consents to the use and registration by HHG of the assigned LANE Marks, solely for use in connection with indoor furniture and goods and services appurtenant thereto.

4. Subject to the terms of this Agreement, HHG consents to the continued use and registration by HHG GLOBAL of the LANE VENTURE Marks, solely for use in connection with outdoor furniture and goods and services appurtenant thereto.

5. HHG agrees that it will not use the words LANE VENTURE as a trademark or service mark in connection with any goods or services.

6. HHG agrees not to use the word VENTURE as part of any trademark or service mark in connection with any goods or services.

7. HHG GLOBAL agrees that it will always use the words LANE VENTURE as a unitary whole and the word LANE will not be emphasized in any way so as to stand out from the use of the word VENTURE.

8. HHG GLOBAL agrees not use any logos or other design elements with its LANE VENTURE Marks that are in any way confusingly similar to HHG's common law design marks shown in Exhibit A-2 below, including but not limited to the Four Square Logo.

9. HHG GLOBAL agrees not use any logos or other design elements that consist solely of the color red on or in connection with its LANE VENTURE Marks or logos.

10. The parties and their predecessors, having been in the furniture business for decades, understand their industries and markets, and they both believe that consumer confusion is not likely where the LANE marks are used in connection with indoor furniture (and goods and services relating thereto) and the LANE VENTURE marks are used in connection with outdoor furniture (and goods and services related thereto) because of, among other things, the differences in the marks themselves and distinct goods sold over time under the two different sets of marks.

11. Each party agrees to take such additional actions and execute such additional documents that are reasonably requested by the other party to carry out the spirit of this Agreement.

12. In the unlikely event that confusion should arise, the parties will take reasonable steps necessary to mitigate the effect of such confusion and prevent the possibility of consumer confusion in the future.

13. This Agreement is binding on, and inures to the benefit of, the parties and their respective parents, subsidiaries, affiliated companies, successors, licensees, assigns and other

present or future parties in interest who are assigned or otherwise take ownership of the LANE Marks or the LANE VENTURE Marks.

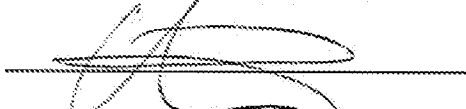
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15. This Agreement contains the entire Agreement between the parties concerning its subject matter and may not be modified except by the written consent of both parties.

16. Nothing contained in this Agreement shall be construed as making either party an agent or licensee of the other party.

Agreed to this 24th day of October, 2017.

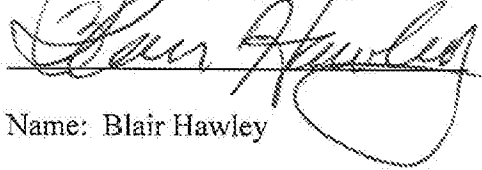
HHG GLOBAL DESIGNS LLC



Name: Pierre De Villemejeane

Title: Chief Executive Officer

HERITAGE HOME GROUP LLC



Name: Blair Hawley

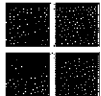
Title: Chief Operations Officer

EXHIBIT A-1 – LANE MARKS

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LANE	BRAZIL	REGISTERED	906597730	08/06/2013	906597730	06/18/2017
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LANE	CHINA	REGISTERED	970101194	09/24/1997	1242347	01/28/1999
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LANE	ECUADOR	REGISTERED	92672	12/09/1998	4848	07/26/2000
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LANE	INDONESIA	REGISTERED	D00-2010-041534	11/18/2010	IDM000376698	11/27/2012
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LANE	MALAYSIA	REGISTERED	98014381	12/16/1998	98014381	12/16/1998
LANE	MEXICO	REGISTERED	159960	02/04/1993	767886	05/30/2002
LANE	NICARAGUA	REGISTERED	9900045	01/13/1999	42315	10/01/1999
LANE	NORWAY	REGISTERED	9811960	12/23/1998	200271	11/15/1999
LANE	OMAN	REGISTERED	19208	12/12/1998	19208	12/29/2003
LANE	PARAGUAY	REGISTERED	2798598	12/10/1998	344677	10/28/1999
LANE	PERU	REGISTERED	75636	12/11/1998	53051	03/04/1999
LANE	POLAND	REGISTERED	Z195482	12/11/1998	135717	12/11/1998
LANE	PUERTO RICO	REGISTERED	44578	01/29/1999	44578	10/23/2001
LANE	QATAR	REGISTERED	19820	12/16/1998	19820	08/03/2005
LANE	RUSSIA	REGISTERED	98719987	12/21/1998	187150	04/10/2000
LANE	SAUDI ARABIA	REGISTERED	47411	12/29/1998	54647	10/28/2000
LANE	SINGAPORE	REGISTERED	T9812507C	12/16/1998	T9812507C	12/16/1998
LANE	SOUTH AFRICA	REGISTERED	199822266	12/09/1998	199822266	08/07/2002
LANE	SOUTH KOREA	REGISTERED	1997-0043136	09/10/1997	40-0455428	09/27/1999
LANE	SURINAME	REGISTERED	16636	01/21/1999	16636	10/11/2001
LANE	TAIWAN	REGISTERED	86027618	06/03/1997	856064	06/16/1999
LANE	THAILAND	REGISTERED	362099	06/09/1998	TM99504	10/04/1999
LANE	TURKEY	REGISTERED	1998018252	12/21/1998	1998018252	12/21/1998
LANE	UKRAINE	REGISTERED	98124756	12/11/1998	21394	10/15/2001
LANE	UNITED ARAB	REGISTERED	30211	02/27/1999	28246	04/19/2004

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
	EMR					
LANE	UNITED STATES	REGISTERED	72/068,578	02/27/1959	682,876	08/04/1959
LANE	UNITED STATES	REGISTERED	72/437,770	10/10/1972	983,330	05/07/1974
LANE	UNITED STATES	REGISTERED	85/977,589	08/12/2011	4,247,540	11/20/2012
LANE	UNITED STATES	REGISTERED	86/920,124	02/25/2016	5,054,259	10/04/2016
LANE (in Chinese characters #1)	CHINA	REGISTERED	3303005	09/10/2002	3303005	03/28/2004
LANE (in Chinese characters #2)	CHINA	REGISTERED	3303004	09/10/2002	3303004	03/28/2004
LANE (in Chinese characters #3)	CHINA	REGISTERED	3303002	09/10/2002	3303002	03/28/2004
LANE (in Chinese characters #4)	CHINA	REGISTERED	3303003	09/10/2002	3303003	03/28/2004
LANE (in Chinese)	CHINA	REGISTERED	8972929	12/21/2010	8972929	04/07/2014
LANE FURNITURE (and design)	INDONESIA	PENDING	D00.2013.027760	06/11/2013		
LANE HOME FURNISHINGS (and design)	CHINA	REGISTERED	9436310	05/09/2011	9436310	01/28/2013
LANE RED STEEL	CANADA	PENDING	1817914	01/12/2017		
LANE RED STEEL	MEXICO	PENDING	1837758	01/04/2017		
LANE RED STEEL	UNITED STATES	ALLOWED	87/147,866	08/23/2016		

EXHIBIT A-2 LANE COMMON LAW MARKS

LANE 4 Square Logo -- 



 Lane[®]

 Lane[®]
FURNITURE

Little
 Lane[®]

 Lane[®]
SOLUTIONS

 Lane[®]
ESSENTIALS

 Lane[®]
BASICS



EXHIBIT B – LANE VENTURE MARKS

Mark	Country	Status	Application #	File Date	Registration #	Registration Date
LANE VENTURE	UNITED STATES	REGISTERED	76/627,346	01/07/2005	3,125,438	08/08/2006
LANE VENTURE (one word)	INDONESIA	REGISTERED	D00-2010-041569	11/18/2010	IDM000347828	02/03/2012
LANE VENTURE (one word)	CHINA	REGISTERED	8972936	12/21/2010	8972936	12/28/2011
LANE VENTURE	INDONESIA	REGISTERED	D00-2011-051484	12/15/2011	IDM000405557	01/20/2014
LANE VENTURE	CHINA	REGISTERED	10227146	11/24/2011	10227146	01/28/2013