

03-27-2002

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

REC 7



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

Tab settings

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

1. Name of conveying party(ies):

Foothill Capital Corporation

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

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

2. Name and address of receiving party(ies)

Name: Caye Upholstery, LLC

Internal Address:

Street Address: 1201 Bankhead St.

City: New Albany State: MS Zip: 38652

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: February 20, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit A attached

Additional number(s) attached Yes No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 600 Peachtree Street, N.E. Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter

Name of Person Signing

Signature: Donna J. Hunter

February 27, 2002

Date

5

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

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

03/26/2002 JJALLAH2 00000013 2088231

01 FC:481 40.00 OP 02 FC:482 225.00 CH 100.00 OP

TRADEMARK REEL: 002469 FRAME: 0807

EXHIBIT A
to Trademark Recordation Form

Conveying Party: Foothill Capital Corporation
Receiving Party: Caye Upholstery, LLC

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION/ SERIAL NO.</u>
U.S.	COMFORTECH	2,088,231
U.S.	STRATOLOUNGER SHIATSU	1,995,999
U.S.	STRATOPEDIC	1,720,321
U.S.	AVON	1,705,043
U.S.	STRATO-GLIDE	2350143
U.S.	STRATOLOUNGER COMFORT CENTER	1,672,860
U.S.	FUTORIAN	1,609,119
U.S.	COMFORT CENTER	1,610,222
U.S.	STRATFORD	944,672
U.S.	STRATOROCKER	772,816
U.S.	STRATO LOUNGER	679,602
U.S.	STRESS-A-WAY	1,799,386
U.S.	DESIGN ONLY	2323171
U.S.	FIN-A-PELLE	229151

TRADEMARK ASSIGNMENT

WHEREAS, Foothill Capital Corporation, a California corporation ("Assignor"), is the owner of the trademark and service mark applications and registrations listed in Schedule A hereto (the "Marks"), and;

WHEREAS, Caye Upholstery, LLC, a Mississippi limited liability company ("Assignee"), is desirous of acquiring said Marks and the ongoing and existing portion of the business of Assignor to which the Marks pertain.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee all its right, title and interest in and to said Marks, the goodwill of the business symbolized by the Marks, that portion of the business of Assignor to which the Marks pertain, and the related applications and registrations therefor. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Marks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Marks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Marks in Assignee, or Assignee's successors and assigns.

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20th of day of February, 2002. IN TESTIMONY WHEREOF, Assignor has executed this document on the

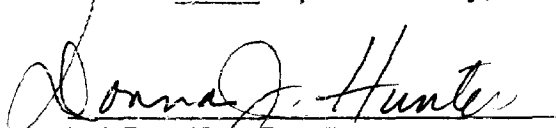
FOOTHILL CAPITAL CORPORATION

By: 

Name: Kevin Belanger

Title: VP

Sworn to and subscribed before me this 20th day of February, 2002


NOTARY PUBLIC

My Commission Expires:  DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

**Schedule A
to the
Trademark Assignment**

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION/ SERIAL NO.</u>
U.S.	COMFORTECH	2,088,231
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