

03-27-2002

Form PTO-1594
(Rev. 03/01)

RE



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

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼

102032351

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

1. Name of conveying party(ies): 2.28.02

Stratford Upholstery Company, L.L.C.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 20, 2002

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal

Address: _____

Street Address: 1000 Abernathy Rd., Suite 1450

City: Atlanta State: GA Zip: 30328

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

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) _____

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: _____

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- 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

February 27, 2002

Date

4

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

03/22/2002 6TOM11 00000128 2086231

01 FC:481
102 FC:482

40.00 OP
325.00 OP

TRADEMARK
REEL: 002469 FRAME: 0915

EXHIBIT A
to Trademark Recordation Form

Conveying Party: Stratford Upholstery Company, L.L.C.
Receiving Party: Foothill Capital Corporation

<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

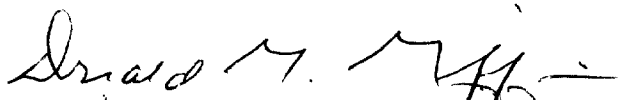
WHEREAS, Stratford Upholstery Company, L.L.C., a Delaware limited liability company ("Assignor"), is the owner of the trademark and service mark applications and registrations listed in Schedule A hereto (the "Marks"),

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto Foothill Capital Corporation, a California corporation ("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.

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

**STRATFORD UPHOLSTERY COMPANY,
L.L.C.**

By: 
Name: Jordan G. Griffin
Title: MEMBER-MANAGER

**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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