

**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
Woodard, LLC		01/02/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Woodard--CM, LLC
Street Address:	P.O. Box 618764
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661-8764
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	0534062	FINKEL
Registration Number:	0758110	WOODARD
Registration Number:	1541563	LYON-SHAW
Registration Number:	2105858	METAL GUARD
Registration Number:	2105877	ELEGANCE IN ANY SETTING
Registration Number:	2564134	ALL SEASONS
Serial Number:	78958378	W WOODARD WORLDWIDE DEMO MODE

**CORRESPONDENCE DATA**

Fax Number: (214)200-0558  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-651-5066  
 Email: jeff.becker@haynesboone.com  
 Correspondent Name: Jeffrey M. Becker  
 Address Line 1: 901 Main Street, Suite 3100

CH \$190.00 0534062

Address Line 4: Dallas, TEXAS 75202-3789

ATTORNEY DOCKET NUMBER:

15849.14

NAME OF SUBMITTER:

Jeffrey M. Becker

Signature:

/Jeffrey M. Becker/

Date:

02/15/2008

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "*Assignment*") is entered into as of January 2, 2008 (the "*Effective Date*"), by and between Woodard, LLC, a Delaware limited liability company ("*Woodard*") and Woodard--CM, LLC., a Delaware limited liability company ("*Woodard--CM*").

### RECITALS

Pursuant to that certain Asset Purchase Agreement (the "*Asset Purchase Agreement*") dated as of December 18, 2007 by and among Woodard, Henry Crown and Company d/b/a CC Industries, Inc., a Delaware corporation, and Craftmade International, Inc., a Delaware corporation ("*Craftmade*") (pursuant to Section 13.3 of which Craftmade granted and assigned all of its rights under the Asset Purchase Agreement to Woodard--CM, and Woodard--CM (i) accepted assignment of Craftmade's rights, (ii) assumed the obligations of Craftmade under the Asset Purchase Agreement (provided that Craftmade remains liable for all obligations under the Asset Purchase Agreement) and (iii) agreed to be bound by the terms of the Asset Purchase Agreement), Woodard has sold to Woodard--CM all right, title and interest in and to the Intellectual Property (as defined in the Asset Purchase Agreement) owned by Woodard, which Intellectual Property includes without limitation those items listed in attached *Exhibit A*, but excludes certain items of Intellectual Property included within Excluded Assets (as defined in the Asset Purchase Agreement).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Woodard does hereby, without reservation, irrevocably:
  - a. sell, assign, transfer and convey to Woodard--CM, and its successors and assigns, all of its right, title and interest (past, present, future, and throughout the world) in and to (i) the Intellectual Property (other than Intellectual Property included within Excluded Assets), together with all corresponding goodwill and any patents and patent applications, trademark registrations and applications, and registered copyrights and copyright applications covering same; (ii) the legal files and drawings related to same (the "*Materials*"); and (iii) the right to sue for any past, present or future infringement or violation of the Intellectual Property transferred hereby; and
  - b. acknowledge that Woodard shall hereafter have no ownership, license rights, right to use, or any other right, title or interest in or to any part of the Intellectual Property.
2. **Further Assurances.** Woodard shall perform such acts as Woodard--CM may reasonably request to vest title to the Intellectual Property in Woodard--CM, including all steps to transfer control of the domain names listed on *Exhibit A* to Woodard--CM. In

addition, by no later than one (1) week after the execution of this Assignment, Woodard shall deliver to Woodard--CM all the Materials, including all files related to the Intellectual Property in the possession of Woodard's legal counsel.


**3. Miscellaneous.**

- a. *Entire Agreement.* This Assignment, together with the Asset Purchase Agreement and the representations made therein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.
- b. *Succession and Assignment.* This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and assigns.
- c. *Counterparts.* This Assignment may be executed in one or more counterparts (including by means of facsimile or electronic mail), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Intellectual Property Assignment and caused the same to be duly delivered on their behalf as of the Effective Date.

**WOODARD, LLC**

By: \_\_\_\_\_

  
Dean Engelage  
President

**WOODARD-CM, LLC**

By: **Craftmade International, Inc.**  
**Its sole member**

By: \_\_\_\_\_

James R. Ridings  
Chief Executive Officer

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Dean Engelage  
President

**WOODARD--CM, LLC**

By: **Craftmade International, Inc.**  
**Its sole member**

By: \_\_\_\_\_  
James R. Ridings  
Chief Executive Officer

**EXHIBIT A  
TO INTELLECTUAL PROPERTY ASSIGNMENT**

**1. Domain names**

- (a) www.woodard-furniture.com and related website content
- (b) www.woodard-dealer.com and related website content
- (c) www.woodard-salesrep.com and related website content
- (d) www.Carolinaforge.com and related website content
- (e) www.LyonShaw.com
- (f) www.Woodard-Supplier.com
- (g) www.Woodard-Worldwide.com and related website content
- (h) www.WoodardWorldWide.net
- (i) www.WoodardWW.com

**2. Patents**

Patent	Patent No.	Issue Date
Cushion having protective shroud	7204551	4/17/07
Sling type furniture product	5762403	6/9/98
Barrel type chair	D386910	12/2/97
Methods of making a furniture product and the product formed thereby	5690388	11/25/97
Chair frame armrest	D376938	12/31/96
Chair frame	D362758	10/3/95
Chair frame	D355781	2/28/95
Chair frame	D355078	2/7/95
Spring chair frame and method of fabricating same	4911500	3/27/90
Chair frame	D324786	3/24/92
Chair frame	D323077	1/14/92
Chair frame	D323076	1/14/92
Chair frame	D321995	12/3/91
Chair frame	D321602	11/19/91
Chaise frame	D321289	11/5/91
Chair	D308144	5/29/90
Table	D314680	2/19/91
Seat	D315645	3/26/91
Chair frame	D320511	10/8/91
Chair	D322899	1/7/92
Chair	D333043	2/9/93
Chair	D333045	2/9/93
Chair	D335586	5/18/93
Chair	D335777	5/25/93
Chair	D334297	3/30/93
Chair frame	D336173	6/8/93
Chair	D340365	10/19/93
Chair	D342167	12/14/93

3. **Registered Trademarks**

<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Registration Date</b>
Finkel	534062	71584275	11/28/50
Woodard	758110	72158120	10/8/63
Lyon-Shaw	1541563	73705716	5/30/89
Metal Guard	2105858	75047319	10/14/97
Elegance in Any Setting	2105877	75057985	10/14/97
All Seasons	2564134	75735702	4/23/02
W Woodard Worldwide	--	78958378	--