

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																																	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																																	
CONVEYING PARTY DATA																																		
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Fax Number: (513)381-0205
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-381-2838
Email: bayliss@taftlaw.com
Correspondent Name: Linda D. Bayliss, paralegal
Address Line 1: 425 Walnut Street
Address Line 2: Suite 1800
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	BIG02 GN001
NAME OF SUBMITTER:	Linda D. Bayliss, paralegal
Signature:	/Linda D. Bayliss, paralegal/
Date:	09/15/2010

Total Attachments: 9
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") dated July 12, 2010, is between Big Lots Stores, Inc. ("Buyer") a company with a place of business at 300 Phillipi Road, Columbus, Ohio 43228, and Caye Upholstery, LLC and Caye Home Furnishings LLC, ("Seller"), a limited liability company with a place of business at 1201 West Bankhead St., New Albany, MS 38652. Buyer offers to purchase, and Seller agrees to sell, the merchandise set forth on Exhibit A attached hereto and made a part hereof (hereinafter the "Merchandise") at the price which is listed on Exhibit A, and the trademarks and associated intellectual property listed on Exhibit B attached hereto and made a part hereof (hereinafter the "Intellectual Property") subject to the following terms and conditions:

1. (a) Buyer agrees to pay to Seller the total purchase price listed in the Report (as defined in Section 1(d)) plus or minus (as applicable) the Price Adjustment (as defined in Section 1(d)) (hereinafter "Purchase Price") for the Merchandise. The estimated Purchase Price for the Merchandise is Two Million, Forty-Four Thousand, Seven Hundred Five Dollars and One Cent (\$2,044,705.01). Buyer also agrees to pay Seller Two Hundred Seventy Five Thousand Dollars (\$275,000.00) for the Intellectual Property (and more fully described in Section 2 below). Buyer agrees to pay Seller a refundable deposit equal to fifteen percent (15%) of the estimated Purchase Price of the Merchandise (\$306,705.75) and twenty five percent (25%) of the agreed upon amount for the Intellectual Property (\$68,750.00), which together equal Three Hundred Seventy Five Thousand, Four Hundred Fifty-Five Dollars and Seventy-Five Cents (\$375,455.75) (the "Deposit") within two (2) business days following the execution of this Agreement. The Deposit on the Merchandise (\$306,705.75) will be credited as a 15% reduction to each subsequent Invoice until the total Merchandise deposit amount is credited. The balance of the deposit on the Merchandise (if any) remaining when the last Invoice is issued shall be credited against that Invoice amount. Subsequent to Buyer's payment of the Deposit, Seller shall invoice Buyer each Monday for trailers of Merchandise that Seller ships to Buyer during each "Invoice Period" (as reflected in Section 1(c)) from Seller's distribution center locations set forth on Exhibit C ("Distribution Centers"). Buyer will pay Seller's invoices, by wire transfer, by the following Wednesday as listed in Section 1(c). If Buyer fails to make such payment, Seller will notify Buyer in writing of such past due amount and Buyer will have two (2) business days from Buyer's receipt of Seller's notice to pay such past due amount. If Buyer does not make such payment within two (2) business days, Seller may charge interest of one percent (1%) per month (prorated for partial periods) on such past due amount. Buyer shall include with the last Invoice payment to Seller the balance due for the Intellectual Property in the amount of Two Hundred Six Thousand, Two Hundred Fifty Dollars (\$206,250.00).

(b) Buyer, at its sole cost and expense, is responsible for arranging transportation from and taking delivery of the Merchandise at the Seller's Distribution Centers. Seller shall allow Buyer the opportunity to inspect the Merchandise at the Distribution Centers and shall allow Buyer the opportunity to confirm the quantity and content of the Merchandise loaded into Buyer's (or Buyer's designated carriers') trailers. Terms of the delivery are F.O.B. Seller's Distribution Centers. Seller shall be responsible for loading the Merchandise in the Buyer's trailers at the Distribution Centers at

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no cost to the Buyer. Title to and risk of loss of the Merchandise shall pass from Seller to Buyer upon the loading of the Merchandise into Buyer's trailers (or, as applicable, the trailers of Buyer's designated carrier.) If, prior to loading the Merchandise into a trailer, either party discovers that Merchandise is damaged ("Damaged Merchandise"), Seller shall not load such Damaged Merchandise into Buyer's trailers (or as applicable, the trailers of Buyer's designated carrier). Seller shall list on the bill of lading (or other applicable document) for such trailer the quantity of the Merchandise shipped in that trailer. Buyer shall provide written confirmation on the bill of lading (or other applicable document) that such quantity of Merchandise shipped on each trailer is accurate. The Damaged Merchandise shall be excluded from the total number of units of Merchandise purchased and deducted from the quantities listed on Exhibit A.

(c) The following chart states the time frames agreed upon in Sections 1(a) – 1(b):

Invoice Period	Invoice Date	Invoice Due Date
7/7/10 - 7/9/10	7/12/10	7/14/10
7/12/10 - 7/16/10	7/19/10	7/21/10
7/19/10 - 7/23/10	7/26/10	7/28/10
7/26/10 - 7/30/10	8/2/10	8/3/10
8/2/10 - 8/6/10	8/9/10	8/11/10
8/9/10 - 8/13/10*	8/16/10	8/18/10
8/16/10 - 8/20/10*	8/23/10	8/25/10
8/23/10 - 8/27/10*	8/30/10	9/1/10

* If necessary

(d) Within five (5) business days following the last Invoice, Buyer will prepare and submit to Seller a report listing in the aggregate the total quantity of the Merchandise and the total value of the Merchandise, in the Invoices ("Report"). If the quantity of the Category A Merchandise (as defined on Exhibit A) listed in the Report exceeds 694 units, the purchase price applicable to each unit of Merchandise listed in Category A shall be adjusted down from \$130.00 per unit to \$110.00 per unit for each unit exceeding 694. If the quantity of the Category B Merchandise (as defined on Exhibit A) listed in the Report exceeds 51 units, the purchase price applicable to each unit of Merchandise listed in Category B shall be adjusted down from \$130.00 per unit to \$110.00 per unit for each unit exceeding 51. If the quantity of the Category N Merchandise (as defined on Exhibit A) listed in the Report exceeds 2,321 units, the purchase price applicable to each unit of Merchandise listed in Category N shall be adjusted down from \$95.00 per unit to \$85.00 per unit for each unit exceeding 2,321. If the quantity of the Category C Merchandise (as defined on Exhibit A) listed in the Report is less than 1877 units, the purchase price applicable to each unit of Merchandise listed in Category C shall be adjusted down from \$101.70 per unit to \$95.00 per unit. If the quantity of the Category D Merchandise (as defined on Exhibit A) listed in the Report is less than 989 units, the purchase price applicable to each unit of Merchandise listed in Category D shall be adjusted down from \$113.00 per unit to \$105.00 per unit. If any adjustment is made under this Section 1(d), such adjustment shall be defined as the "Price Adjustment". Buyer shall determine if a Price Adjustment should be made within five (5) business days from the date Buyer submits the Report to Seller and the Price Adjustment shall be

payable to either Buyer or Seller, as applicable, five (5) business days thereafter.

(f) Notwithstanding anything to the contrary, Seller shall not ship or sell goods to Buyer that are of a type not listed in Exhibit A without the prior written consent of Buyer. In the event that goods that are not listed on Exhibit A are inadvertently delivered to Buyer, such goods will be returned, unless otherwise agreed to by the parties, to Seller at its expense.

(g) Both parties agree to cooperate and agree upon dates and times for the Merchandise to be available for Buyer's pick-up at the Distribution Centers.

2. Seller does hereby sell, assign and transfer unto the Buyer, its successors and assigns, the entire right, title and interest in the Intellectual Property listed in Exhibit B for the sum of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) and any common law rights in the Intellectual Property represented thereby, together with all goodwill associated therewith and all claims for damages by reason of past, present, and future infringement of the rights assigned under this Agreement, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this transfer to Buyer had not been made From and after the date hereof and after giving effect to Buyer's purchase of the Intellectual Property listed in Exhibit B, Buyer hereby licenses to Seller, on a royalty-free and non-exclusive basis, the right to use any and all of such Intellectual Property for purposes of designing, building, manufacturing, distributing, and selling goods branded with, sold under the name or image of, or constituting a manifestation of, bearing, or embodying any of such Intellectual Property; provided, however, that Seller may assign its rights under this license to Regions Bank (together with its successors and assigns, "Regions") in connection with Seller's financing arrangements and such license (to both Seller and if applicable, Regions) shall terminate on October 1, 2010.

3. All payments to be made by Buyer will be wire transferred to Seller in accordance with the following wire transfer instructions (and each of the parties hereto agrees that such instructions cannot be amended, modified, or changed without the prior written consent of Regions, which shall be deemed a third party beneficiary for purposes of this Section 3):

Bank Name: Regions Bank
Beneficiary Name: Caye Upholstery, LLC
ABA # 062005690
Acct # 0114603780
SWIFT Address: UPNBUS44

4. Prior to placing the Merchandise on Buyer's trucks, Seller will tag all Merchandise with the UPC bar code specified by Buyer for each unit of Merchandise.

5. (a) Seller warrants that the Merchandise complies in all material respects with all applicable laws, rules and regulations of the United States of America ("USA") and each state of

the USA, and was produced, manufactured, imported, distributed, packaged and labeled in compliance with all applicable local laws, rules and regulations and all laws, rules and regulations of the USA and each state of the USA.

(b) Seller shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer and its affiliates from any and all liabilities, damages, costs, expenses, penalties, claims and/or suits (whether actual or alleged), including, without limitation, attorneys' and experts' fees arising from the: (1) acts or omissions of Seller or Seller's agents, (2) recall of the Merchandise, (3) personal injury or property damage resulting from the use of Merchandise, (4) breach of Seller's warranties or of its obligations pursuant to this Agreement, or (5) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, advertising, use, sale or offer for sale of the Merchandise as permitted by this Agreement.

(c) Seller warrants that it has the power to transfer full and clear title, free of all liens and encumbrances to the Merchandise and Intellectual Property and that the Merchandise and Intellectual Property are hereby sold and can be resold, advertised and used: (a) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents, and (b) in a manner which assures the safety of the representatives, patrons and customers of Buyer.

6. Seller represents and warrants as follows:

- (i) it has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement;
- (ii) this Agreement has been duly authorized by all necessary company actions of Seller and, to the extent necessary, and constitutes a valid and binding obligation on Seller enforceable in accordance with the terms hereof;
- (iii) it is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Mississippi and is duly qualified and authorized to do business wherever the nature of its activities or properties requires such qualification or authorization, except to the extent that the failure to be so qualified and authorized would not cause a material adverse effect;
- (iv) no registration with or approval of any government agency or commission of any jurisdiction is necessary for the execution, delivery or performance by it of any of the terms of this Agreement, or for the validity and enforceability hereof or with respect to its obligations hereunder;
- (v) there is no provision in its company organizational or governing documents, and no provision in any existing mortgage, indenture, contract or agreement binding on it which would be contravened by the execution,

delivery or performance by it of this Agreement;

- (vi) other than the consent of Regions Bank ("Regions") to the sale of the Merchandise hereunder, no consent of any third party is or shall be required as a condition to the validity of this Agreement;
- (vii) there is no action or proceeding pending or threatened against it before any court, administrative agency or other tribunal which might have an adverse effect on this Agreement;
- (viii) neither its execution nor its delivery of this Agreement nor its fulfillment of or compliance with the terms and provisions hereof shall contravene any provision of the laws of any jurisdiction, including, without limitation, any statute, rule, regulation, judgment, decree, order, franchise or permit applicable to it; and

7. This Agreement is the final and exclusive expression of the agreement of Seller and Buyer with respect to the Merchandise and Intellectual Property, and it shall not be modified by any contemporaneous or subsequent agreement that is not in writing and signed by the parties hereto, nor shall any course of dealing, usage of trade or course of performance be relevant to explain or supplement any term expressed in this Agreement. The terms of any documents provided by either party, including all invoices, shall have no force or effect.

8. The parties rights and obligations under this Agreement may not be assigned or delegated without the prior written consent of the other party, except that either party may assign this Agreement without the consent of the other in connection with a merger or a sale of all or substantially all of the assets or equity interests of a party.

9. This Agreement shall be construed under and enforced in accordance with the laws of the State of Ohio. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall be brought in the state or federal courts situated in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum.

10. Each party hereto acknowledges that by reason of its relationship with the other party hereunder, it will have access to confidential information and materials concerning the other party's business, technology, and/or products that is confidential and of substantial value to the other party, which value could be impaired if such information were disclosed to third parties ("Confidential Information"). Each party agrees that it will not use in any way for its own account or the account of any third party, any such Confidential Information, except as authorized under this Agreement, and will protect the Confidential Information. Such use and non-disclosure obligations shall not apply to information which (a) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the other party; (b) has been rightfully received from a third party not under obligation of confidentiality; (c) has been approved for public release by written authorization of the party owning the Confidential

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Information; (d) was independently developed by a party without the use of the other party's Confidential Information; or (e) is required to be disclosed by law, provided the party compelled to disclose the Confidential Information provides the party owning the Confidential Information with prior written notice of disclosure adequate for the owning party to take reasonable action to prevent such disclosure.

The parties agree that this Agreement is entered into to be effective as of the date first set forth above.

Big Lots Stores, Inc

By: 

Norm Rankin, Senior Vice President,

Caye Home Furnishings, LLC

By: 

Name: DAVID M. SAKS

Caye Upholstery, LLC

By: 

Name: DAVID M. SAKS



Exhibit A

Merchandise
[attached]

Caye- Category's with Cost per category

Category's (Category Letter)	Original				
	Wholesale Price	*SKU	BLI QTY	BLI Cost	BLI EXT Co
Motion-Loveseat (A)	\$ 198,849.21	1	631	\$130.00	\$82.03
Motion-Loveseat-Power (B)	\$ 21,802.76	1	46	\$130.00	\$5.98
Motion-Recliner ©	\$ 583,663.06	3	2074	\$101.70	\$210.92
Motion-Recliner-Power (D)	\$ 22,377.31	3	1099	\$113.00	\$124.18
Motion-Sofa (E)	\$ 180,063.12	2	442	\$140.00	\$61.88
Motion-Sofa-Power (F)	\$ 10,845.73	2	20	\$140.00	\$2.80
Motion-Sectional-2 pcs (G)	\$ 21,291.10	14 & 15	45	\$190.00	\$8.55
Motion-Sectional-3 pcs (H)	\$ 20,726.17	16, 17, 18	29	\$190.00	\$5.51
Motion-Sectional-4 pcs (I)	\$ 1,641.18	19,20,21,22	2	\$190.00	\$38
Stationary-Sectional 2-pcs (J)	\$ 301,666.66	14 & 15	630	\$190.00	\$119.70
Stationary-Sectional 3-pcs (K)	\$ 106,909.73	16, 17, 18	188	\$190.00	\$35.72
Stationary-Chair (L)	\$ 409,677.52	6	2298	\$54.00	\$124.09
Stationary-Chaise (M)	\$ 5,628.26	7	473	\$79.43	\$37.57
Stationary-Loveseat (N)	\$ 437,109.97	9	2110	\$95.00	\$200.45
Stationary-Ottoman (O)	\$ 236,400.35	3	2811	\$38.00	\$106.81
Stationary-Sleeper-Chair Bed (P)	\$ 343,153.01	8	1382	\$105.00	\$145.11
Stationary-Sleeper-LS (Q)	\$ 61,615.95	10	256	\$100.00	\$25.60
Stationary-Sleeper-Sofa ©	\$ 1,109,573.11	12	3645	\$139.98	\$510.22
Stationary-Sofa (S)	\$ 508,635.55	11	2122	\$111.76	\$237.15
Throw Pillows (T)	\$ 74.91	13	8	\$2.50	\$2
	\$ 4,581,704.66	Total Units	20311	Total Inventory Cost	\$2,044.70
				Total IP Cost	\$275.00
				Total Deal Cost	\$2,319.70

Exhibit B
Trademarks

Trademark	Reg. No.
Stratopedic	1,720,321
Avon	1,705,043
Futorian	1,609,119
Comfort Center	1,610,222
Stratford	0,944,672
Stratolounger (stylized)	0,679,602
(Stick figure design)	2,323,171
Strato-Glide	2,350,143
Stratolounger	2,822,761
Homewood	2,755,858

Exhibit C

Caye Distribution Centers

Location One

**1201 West Bankhead St.
New Albany, MS 38652**

Location Two

**1014 Sycamore Dr.
Myrtle, MS 38821**

Location Three

**N.C. Highway 90 East
Taylorsville, NC**

Location Four

**236 South Broad St.
Seagrove, NC**