

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
HDM Furniture Industries, Inc.		11/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HHG GLOBAL DESIGNS LLC
Street Address:	1 North Brentwood Blvd., 15th Floor
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	0917662	CIRCA
Registration Number:	3670166	COH
Registration Number:	3645130	CUSTOMER'S OWN HARDWARE
Registration Number:	1415228	DREXEL
Registration Number:	1022715	DREXEL
Registration Number:	0962559	DREXEL
Registration Number:	4258620	DREXEL HERITAGE
Registration Number:	3177718	DREXEL HERITAGE
Registration Number:	0908590	FOLIO
Registration Number:	3596071	HC
Registration Number:	2893518	HENREDON
Registration Number:	3806725	HENREDON
Registration Number:	1005825	HERITAGE
Registration Number:	0985949	HICKORY CHAIR

CH \$490.00 0917662

Registration Number:	4419993	M2M
Registration Number:	4103479	ONE SINGULARLY CRAFTED FOR YOU FROM THE
Registration Number:	1011240	PEARSON
Serial Number:	85526337	PEARSON
Registration Number:	3955484	SALEM RODS

CORRESPONDENCE DATA

Fax Number: 2129692900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	43706-002
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	12/09/2013

Total Attachments: 16
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ASSIGNMENT – HDM FURNITURE INDUSTRIES, INC.

THIS ASSIGNMENT is made as of the 25 day of November, 2013, by and between HDM Furniture Industries, Inc. a Delaware corporation with an address of 1 North Brentwood Blvd., Saint Louis, MO 63105 (“Assignor”) on the one hand, and HHG Global Designs LLC, a Delaware limited liability company with an address of 1 North Brentwood Blvd., 15th Floor, St. Louis MO 63105 (“Assignee”) on the other hand.

WHEREAS, Assignor owns trademarks, service marks, logos, trade dress, trade names, indicia, and other source identifiers together with all translations, adaptations, derivations and combinations thereof, including the good will associated with the foregoing, including but not limited to the trademarks listed on the attached Schedule A, including the registrations and applications therefor, and all goodwill associated therewith (collectively, the “Trademarks”);

WHEREAS, Assignor owns inventions (whether patentable or unpatentable and whether or not reduced to practice) and invention disclosures), including but not limited to the patents listed on the attached Schedule B (collectively, “Patents”);

WHEREAS, Assignor owns of works of authorship, copyrightable works, mask works, designs, and copyrights, including but not limited to the copyright registrations listed on the attached Schedule C (collectively, “Copyrights”);

WHEREAS, Assignor owns domain names, including but not limited to the domain names listed on the attached Schedule D (collectively, “Domain Names”); and

WHEREAS, the Assignor wishes to sell and assign, and the Assignee wishes to purchase and assume, the Trademarks, Patents, Copyrights, and Domain Names;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and delivers, free and clear of all liens, encumbrances and claims, to the Assignee, and Assignee hereby accepts, all right, title, and interest in, to, and under the Trademarks, Patents, Copyrights, Trademarks, and Domain Names, including any renewals, extensions, divisionals and continuations thereof, and in and to all causes of action, either in law or in equity for past, present, or future infringement or other violations thereof, and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and in and to all rights corresponding to the foregoing throughout the world.
2. Within five days of execution of this Agreement, Assignor will transfer or cause the transfer of the Domain Names to Assignee and will provide all administrative rights to the Domain Names as may be required to take possession of and control the Domain Names. Assignor agrees to execute any further documents or take any reasonable further steps as Assignee may deem necessary to effectuate the transfer of the Domain Names to Assignee.

3. Assignor authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights, and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.
4. 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 the Assignee) to effectuate the transfer of the Trademarks, Patents, Copyrights, and Domain Names to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

HDM FURNITURE INDUSTRIES, INC.

HHG GLOBAL DESIGNS LLC

By: _____

By: _____

Name: _____

Ira Glazer
President

Title: _____

3. Assignor authorizes the Commissioner for Patents and Trademarks, the Register of Copyrights, and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.
4. 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 the Assignee) to effectuate the transfer of the Trademarks, Patents, Copyrights, and Domain Names to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

HDM FURNITURE INDUSTRIES, INC.

HHG GLOBAL DESIGNS LLC

By: 

By: _____




Name: Meredith M. Graham




Ira Glazer
President



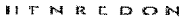

Title: Chief Administrative Officer, General Counsel and Corporate Secretary



Schedule A
HDM Furniture Industries, Inc. Trademarks

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
HENREDON	Australia	754608 Feb 9, 1998	754608 Feb 9, 1998
DREXEL HERITAGE	Canada	1540108 Aug 17, 2011	
FOLIO	Canada	386208 May 28, 1975	TMA216684 Oct 22, 1976
HENREDON	Canada	197403 Nov 14, 1947	UCA27775 Nov 14, 1947
COH (and design) 	China	(IR967644) Jun 13, 2008	967644 Jun 13, 2008
DREXEL	China	8972935 Dec 20, 2010	
DREXEL HERITAGE	China	9800132482 Nov 24, 1998	1389778 Apr 28, 2000
HENREDON	China	94124629 Nov 3, 1994	901750 Nov 21, 1996
HERITAGE	China	8972917 Dec 21, 2010	8972917 Jan 7, 2012
HICKORY CHAIR	China	9436309 May 9, 2011	
PEARSON	China	8972934 Dec 21, 2010	8972934 Dec 28, 2011
HENREDON	Colombia	09121699 Oct 28, 2009	404471 Jul 13, 2010
HENREDON	European Union	008656431 Nov 2, 2009	008656431 Mar 22, 2010
HENREDON	Germany	H318212OWZ Jul 22, 1968	873743 Oct 6, 1970
DREXEL	Hong Kong	12221974 Sep 23, 1974	19760103 Jan 28, 1976
DREXEL HERITAGE (and design) [LEAVES] 	Hong Kong	30475 Mar 7, 1975	19761001 Jul 30, 1976

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
DREXEL	Indonesia	D00201004078 4 Nov 11, 2010	IDM000340789 Nov 28, 2011
DREXEL HERITAGE	Indonesia	Doo201004078 5 Nov 11, 2010	
HENREDON	Indonesia	D00200433782 34123 Nov 11, 2004	IDM000115801 Mar 28, 2007
HICKORY CHAIR	Indonesia	D00201002634 6 Jul 20, 2010	
MAITLAND-SMITH	Indonesia	D00201004078 2 Nov 11, 2010	IDM000340787 Nov 28, 2011
PEARSON	Indonesia	D00201004078 0 Nov 11, 2010	IDM000340786 Nov 28, 2011
COH (and design) 	International Bureau (WIPO)	967644 Jun 13, 2008	967644 Jun 13, 2008
CUSTOMER'S OWN HARDWARE	International Bureau (WIPO)	967312 Jun 13, 2008	967312 Jun 13, 2008
DREXEL	Ireland	256579 Sep 20, 1979	98959 Sep 9, 1983
HERITAGE	Ireland	116686 Apr 15, 1986	120608 Mar 24, 1988
COH (and design) 	Japan	(IR967644) Jun 13, 2008	967644 Jun 13, 2008
CUSTOMER'S OWN HARDWARE	Japan	(IR967312) Jun 13, 2008	967312 Jun 13, 2008
HC (and design) 	Japan	(IR966855) Jun 13, 2008	966855 Jun 13, 2008
DREXEL HERITAGE	Mexico	773910 Mar 24, 2006	

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
DREXEL HERITAGE	Mexico	1338856 Jan 11, 2013	
DREXEL HERITAGE	Mexico	1338866 Jan 11, 2013	
HERITAGE	Mexico	364585 Feb 22, 1999	607886 Apr 29, 1999
HERITAGE, ELEGANCIA CASUAL	Mexico	10167 Feb 22, 1999	17063 Mar 26, 1999
HENREDON	Philippines	42010011320 Oct 14, 2010	
COH (and design) 	Russian Federation	(IR967644) Jun 13, 2008	967644 Jun 13, 2008
CUSTOMER'S OWN HARDWARE	Russian Federation	(IR967312) Jun 13, 2008	967312 Jun 13, 2008
HC (and design) 	Russian Federation	(IR966855) Jun 13, 2008	966855 Jun 13, 2008
HENREDON	Russian Federation	2009726587 Oct 26, 2009	414822 Aug 2, 2010
MAITLAND-SMITH	Russian Federation	2009726586 Oct 26, 2009	420286 Oct 11, 2010
HENREDON	Singapore	T8102617D Jun 15, 1981	T8102617D Jun 15, 1981
HENREDON	United Kingdom	927362 Jun 28, 1968	927362 Jun 28, 1968
CIRCA	United States of America	72350264 Feb 2, 1970	917662 Aug 3, 1971
COH (and design) 	United States of America	77352870 Dec 14, 2007	3670166 Aug 18, 2009
CUSTOMER'S OWN HARDWARE	United States of America	77352877 Dec 14, 2007	3645130 Jun 23, 2009
DREXEL	United States of America	73504637 Oct 19, 1984	1415228 Oct 28, 1986

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
DREXEL	United States of America	73012845 Feb 7, 1974	1022715 Oct 14, 1975
DREXEL	United States of America	72386135 Mar 12, 1971	962559 Jul 3, 1973
DREXEL HERITAGE	United States of America	85396821 Aug 12, 2011	4258620 Dec 11, 2012
DREXEL HERITAGE (and leaf design) 	United States of America	78342090 Dec 17, 2003	3177718 Nov 28, 2006
FOLIO	United States of America	72350262 Feb 2, 1970	908590 Feb 23, 1971
HC (and design) 	United States of America	77352873 Dec 14, 2007	3596071 Mar 24, 2009
HENREDON	United States of America	78312322 Oct 10, 2003	2893518 Oct 12, 2004
HENREDON (and design) 	United States of America	77861573 Oct 30, 2009	3806725 Jun 22, 2010
HERITAGE	United States of America	73012854 Feb 7, 1974	1005825 Mar 4, 1975
HICKORY CHAIR	United States of America	72436904 Sep 28, 1972	985949 Jun 11, 1974
M2M	United States of America	85206696 Dec 28, 2010	4419993 Oct 15, 2013
ONE SINGULARLY CRAFTED FOR YOU FROM THE ARTISANS OF MAITLAND-SMITH I (and design) 	United States of America	77875521 Nov 18, 2009	4103479 Feb 28, 2012
PEARSON	United States of America	73025193 Jun 24, 1974	1011240 May 20, 1975






Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
PEARSON	United States of America	85526337 Jan 26, 2012	
SALEM RODS	United States of America	77854600 Oct 22, 2009	3955484 May 3, 2011
COH (and design) 	Vietnam	(IR967644) Jun 13, 2008	967644 Jun 13, 2008
CUSTOMER'S OWN HARDWARE	Vietnam	(IR967312) Jun 13, 2008	967312 Jun 13, 2008
HC (and design) 	Vietnam	(IR966855) Jun 13, 2008	966855 Jun 13, 2008







Mark	Country	Status	Serial No Filing Date	Reg. No. Reg. Date
HENREDON	France	Registered	INPI927896 May 19, 1988	1486653 May 19, 1988
HENREDON	Hong Kong	Registered	19820203 Jun 13, 1981	19820203 Jun 13, 1981
HENREDON	Japan	Registered	5180681 Jun 19, 1981	1661245 Feb 23, 1984
HENREDON	Sweden	Registered	803999 Aug 6, 1980	174498 Nov 28, 1980

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
MAITLAND-SMITH	Hong Kong	245798 Feb 27, 1998	49471999 Apr 22, 1999
MAITLAND-SMITH	Hong Kong	1994B01645 May 8, 1991	1994B01645AA Mar 23, 1994

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
BY DREXEL	Canada	270815 Aug 7, 1962	130439 Apr 5, 1963
DREXEL	New Zealand	105669 Sep 7, 1973	105669 May 6, 1975
DREXEL	United Kingdom	896232 Jun 22, 1966	896232 Jun 22, 1966

HERITAGE	United Kingdom	896231 Jun 22, 1966	896231 Jun 22, 1966
HERITAGE	United Kingdom	1308150 Apr 24, 1987	1308150 Sep 1, 1989

Mark	Country	Serial No Filing Date	Reg. No. Reg. Date
DREXEL HERITAGE	Brazil	905953070 Mar 7, 2013	
DREXEL HERITAGE (and leaf design) DREXEL  HERITAGE	China	200509290(IR843120) Jul 14, 2004	843120 Jul 14, 2004
DREXEL	France	1422930 Mar 27, 1996	1422930 Jun 24, 1996
HERITAGE	France	797490 May 23, 1986	1422929 May 23, 1986
DREXEL HERITAGE (and leaf design) DREXEL  HERITAGE	Hong Kong	300233649 Jun 16, 2004	300233649 Jun 16, 2004
DREXEL HERITAGE (and leaf design) DREXEL  HERITAGE	India	1482603 Aug 29, 2006	
DREXEL HERITAGE (and leaf design) DREXEL  HERITAGE	International Bureau (WIPO)	843120 Jul 14, 2004	843120 Jul 14, 2004
DREXEL HERITAGE (and leaf design) DREXEL  HERITAGE	Japan	(IR843120) Jul 14, 2004	843120 Jul 14, 2004

DREXEL HERITAGE (and leaf design) 	Mexico	775277 Mar 31, 2006	
DREXEL HERITAGE and leaf design 	Mexico	773911 Mar 24, 2006	
DREXEL HERITAGE (and leaf design) 	Republic of Korea	(IR843120) Jul 14, 2004	843120 Aug 6, 2007
HERITAGE	Republic of Korea	62041974 Sep 20, 1974	44639 Feb 18, 1976
DREXEL HERITAGE (and leaf design) 	Singapore	T0504438H(IR843120) Jul 14, 2004	T0504438H Dec 22, 2005
DREXEL HERITAGE (and leaf design) 	Taiwan R.O.C.	093027396 Jun 14, 2004	1157261 Jun 1, 2005
DREXEL HERITAGE (and leaf design) 	Thailand	555995 Jun 16, 2004	Kor251679 Nov 27, 2006

DREXEL HERITAGE (and leaf design) 	Thailand	555997 Jun 16, 2004	Bor26486 May 27, 2005
DREXEL HERITAGE (and leaf design) 	Thailand	555996 Jun 16, 2004	Kor215548 Mar 22, 2005

Schedule B
HDM Furniture Industries, Inc. Patents

TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
BED			29421038	5/8/2012
FURNITURE			29421039	5/8/2012

TITLE	PATENT NO.	ISSUE DATE	SERIAL NO.	FILING DATE
BEDSTEAD	D493976	8/10/2004	29185971	7/7/2003
DRAWER PULL	D505611	5/31/2005	29185974	7/7/2003
FURNITURE LEG	D494783	8/24/2004	29185970	7/7/2003
TABLE BASE	D497499	10/26/2004	29185973	7/7/2003

Schedule C
HDM Furniture Industries, Inc. Copyrights

Title	Date	Reg. No.
Maitland-Smith Designers & Makers of Fine Furniture & Decorative Objets	1992	TX0003438899

Full Title	Copyright No.	Date
Dynasty catalogue supplement./[graphic designs by Edna Kaylor and Margaret Coffin].	CSN0043782	1982
Living with Drexel Heritage	CSN0037899	1981
Sketchbook by Heritage. Supplemental catalogue...	CSN0045393	1982
Accolade II by Drexel	TX0000936276	1979
Bishopsgate II by Drexel	TX0000936265	1981
Brigade by Drexel	TX0000936267	1979
Brittany by Heritage	TX0000936273	1980
Cameo classics by Heritage	TX0000936274	1979
Connoisseur collection by Heritage	TX0001003490	1982
Contemporary classics by Drexel	TX0000981280	1982
Drexel Heritage authorized dealer program.	TX0000981282	1982
Dynasty by Heritage	TX0000895818	1982
Editions by Heritage	TX0000956106	1982
Eighteenth century classics by Drexel	TX0000895820	1982
Et Cetera by Drexel	TX0000895817	1982
Grand villa by Drexel	TX0000936268	1980
Heritage distinctive upholstery	TX0000895819	1982
Heritage old world	TX0000911721	1982
Heritage Regency Court	TX0000956104	1981
Heritage Regency Court occasional.	TX0000895821	1982
Preface by Drexel	TX0000936269	1981
Series 134 Chippendale by Drexel	TX0000956105	1982
Sketchbook by Heritage	TX0000936275	1981

Schedule D
HDM Furniture Industries, Inc. Domain Names

HENREDON.COM	2/25/2016	Godaddy
HENREDON.NET	3/23/2016	Godaddy
HENREDON.ORG	3/23/2016	Godaddy
HENREDONBLOG.COM	8/24/2017	Godaddy
HENREDONFURNITURE.COM	5/22/2016	Godaddy
HENREDONFURNITURE.NET	3/23/2016	Godaddy

Maitland-smith.biz	3/14/2017	Network Solutions
Maitland-smith.com	8/18/2017	Network Solutions
Maitland-smith.info	6/10/2017	Network Solutions
Maitland-smith.mobi	11/3/2018	Network Solutions
Maitland-smith.net	6/10/2017	Network Solutions
Maitland-smith.org	6/10/2017	Network Solutions
Maitland-smith.us	6/9/2017	Network Solutions
MAITLAND-SMITHDEALERS.COM	6/17/2017	Godaddy
MAITLAND-SMITHOUTLETS.COM	6/17/2017	Godaddy
labargeinc.mobi	11/3/2018	Network Solutions

DHFINFO.COM	2/28/2014	Godaddy
DHWELCOMEHOME.COM	9/23/2016	Godaddy
DREXELDEALERS.COM	9/3/2015	Godaddy
drexeldealers.net	11/16/2013	Register.com
DREXELHERITAGE.COM	12/20/2015	Godaddy
drexelheritage.net	12/22/2013	Register.com
DREXELHERITAGE.ORG	12/22/2014	Godaddy
drexelheritagecontract.com	12/14/2017	Register.com
DREXELHERITAGEHOSPITALITY.COM	12/14/2018	Godaddy
drexelheritagehospitality.com	12/14/2017	Register.com
HDMMAIL.COM	1/24/2017	Godaddy

