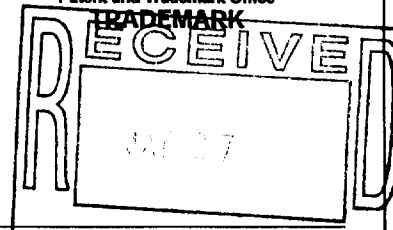


06-04-1999



101056016

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
4 21 99

5-27-99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
4 21 99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

06/03/1999 DNGUYEN 00000191 75322914

01 FC:481 40.00 0

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001906 FRAME: 0230

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

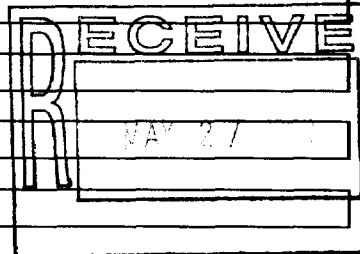
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75/322,914"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

LaShana C. Jimmar

Name of Person Signing

A handwritten signature in black ink, appearing to read "LaShana C. Jimmar". The signature is written in a cursive style and is positioned above the "Signature" label.

Signature

5/27/99

Date Signed

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 21, 1999, by APEX SITE MANAGEMENT, INC., a Delaware corporation ("Borrower"); the other Credit Parties signatory hereto (the "Other Credit Parties," and collectively with Borrower, the "Grantors") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement;

WHEREAS, Lender is willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

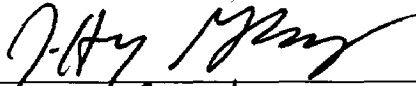
(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

APEX SITE MANAGEMENT, INC.

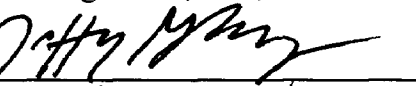
By:   
Name: Jeffrey Ginsberg  
Title: Co-President

APEX SITE MANAGEMENT HOLDINGS, INC.

By:   
Name: Jeffrey Ginsberg  
Title: Co-President

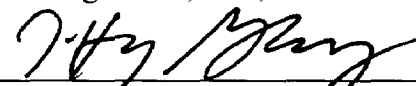
METROSITE MANAGEMENT, L.L.C.

By: Apex Site Management, Inc., its sole Manager

By:   
Name: Jeffrey Ginsberg  
Title: Co-President


VERTICAL REALTY, L.L.C.

By: Apex Site Management, Inc., its sole Manager

By:   
Name: Jeffrey Ginsberg  
Title: Co-President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Lender

By:   
Name: Kenneth M. Gacevich  
Title: Duly Authorized Signatory

Trademark Security Agreement

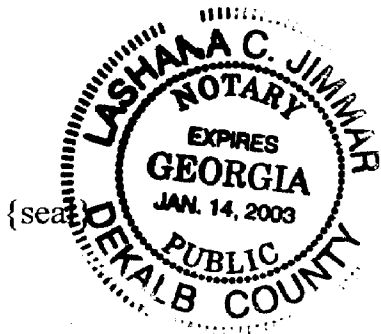
ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia  
COUNTY OF Fulton

SS.

On this 21st day of April, 1999 before me personally appeared Jeffrey Ginsberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of APEX SITE MANAGEMENT, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Lashana C. Jimmar  
Notary Public



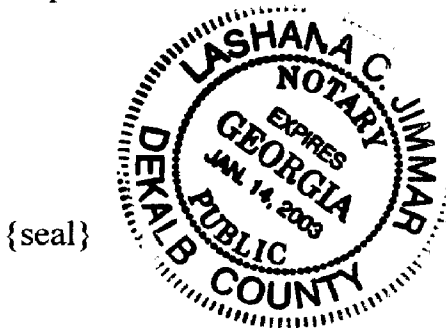
ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia  
COUNTY OF Fulton

SS.

On this 21st day of April, 1999 before me personally appeared Jeffrey Ginsberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of APEX SITE MANAGEMENT HOLDINGS, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Lashana C. Jimmar  
Notary Public



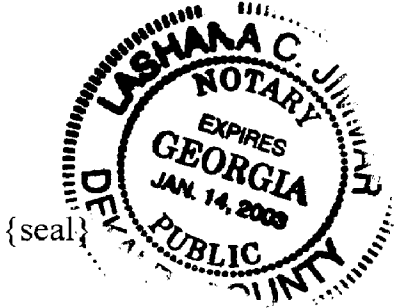
Trademark Security Agreement

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia  
COUNTY OF Fulton

ss.

On this 21st day of April, 1999 before me personally appeared Jeffrey Ginsberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of METROSITE MANAGEMENT, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Manager and that he/she acknowledged said instrument to be the free act and deed of said company.



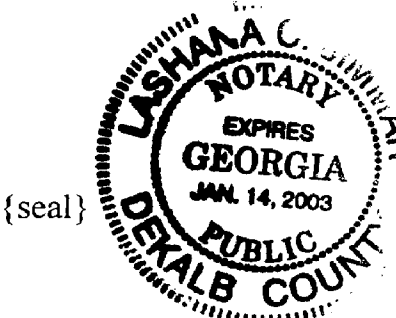
Lashana Jilka  
Notary Public

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia  
COUNTY OF Fulton

ss.

On this 21st day of April, 1999 before me personally appeared Jeffrey Ginsberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VERTICAL REALTY, L.L.C., who being by me duly sworn did depose and say that he/she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Manager and that he/she acknowledged said instrument to be the free act and deed of said company.



Lashana Jilka  
Notary Public

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Service Mark

Serial No.

Issue Date

75/322,914

5/26/98





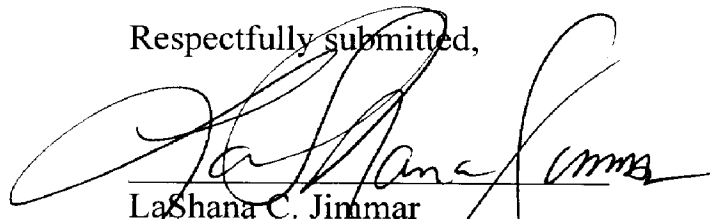
**CERTIFICATE OF EXPRESS MAILING**

"Express Mail" mailing label number: **EM104312125US**

Date of Deposit: **May 28, 1999**

I hereby certify that the attached Trademark Recordation Form Cover Sheets, Trademark Assignments, filing fee and transmittal letter are being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C., 20231.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "LaShana C. Jimmar", written over a horizontal line.

LaShana C. Jimmar

PAUL, HASTINGS, JANOFSKY & WALKER, LLP  
600 Peachtree Street, N.E., Suite 2400  
Atlanta, Georgia 90071  
(404) 815-2317

May 28, 1999

Page 2

Grant of Security Interest in Trademarks from Athens Furniture Industries, Inc. to Foothill Capital Corporation.

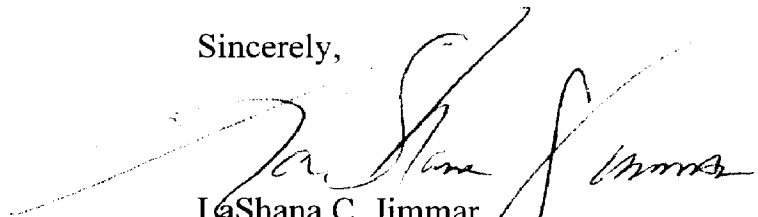
- a. Trademark Recordation Form Cover Sheet;
- b. Trademark Security Agreement; and
- c. A check in the amount of \$40.00 for the applicable filing fee.

Please record the enclosed Trademark Security Agreements and amend your records to reflect such grants and release of security interest.

We request that you charge any deficiencies, or credit any overpayments, to Paul, Hastings, Janofsky & Walker, LLP's Deposit Account Number 16-0752.

Do not hesitate to contact me should you have any questions regarding this matter.

Sincerely,



LaShana C. Jimmar  
for PAUL, HASTINGS, JANOFSKY & WALKER, LLP

LCJ:/dh  
Enclosures

cc: Cindy J. K. Davis, Esq. (w/o encl.)  
Elise Googe, Esq. (w/o encl.)