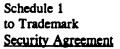
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Tab ser	tings 2-17.29	<u> </u>	10114		<u>*</u>	▼	٧
То	the Honorable Commissioner	r of Patents and	d Trademarks:	Hease record the attack	ed original d	ocuments or copy then	eof.
	of conveying party(les): des, inc.	_		2. Name and add		elving party(les)	
				Internal Addre	••:		
□ Indivi	idual(s)	Association	1	Street Address	: 500 We	st Monros	
	irai Partnership □ pration-State GA	Limited Part	nership	City: Chicago		State: L Zip:	60661
□ Other				-			
	i name(a) of conveying party(les	) attached? 🗆 Y	es # No	□ Individual(a □ Associatio	) citzenship	)	
3. Natur	e of conveyance:						
		- No.					
□ Ası	ilgnment curity Agreement	□ Me	rger ange of Name	Other			
□ Oth	ler			If assignee is not dom designation is attache (Designations must be	iciled in the U d: o a separate de	nkted States, s  □ Yes □ No ocument from assignment tached? □ Yes ■ No	
Execution	n Date: <u>July 13, 1999</u>	9		Accidental finalisator of			
A. Tr	cation number(s) or trade edemark Application No.(s			B. Trademark	Registratio	on	
	See the attached-	Ad	iditional numbers		attached-		
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5. Name concernation of the concernation of th	and address of party to ming document should be followed by the state of the best of my knowledge the best of my knowledge	whom corresponds to the second	DO NOT USE T	8. Total number of registrations  7. Total fee (37 (18 Enclosed   Authorized    8. Deposit account (Attach duplicate of this SPACE	to be chargent number:	ged to deposit.	count)

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

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### REGISTERED TRADEMARKS AT THE UNITED STATES PATENT AND TRADEMARK OFFICE

#### RHODES, INC.

Mark	Serial Number	Registration Number
NUNZIATO	75/002,491	1,990,597
RHODES	75/053,661	2,064,729
CROSSROADS and design	74/637,502	1,943,010
EVERY TIME YOU LOOK, WE LOOK BETTER	74/659,104	1,955,126

## PENDING TRADEMARKS AT THE UNITED STATES PATENT AND TRADEMARK OFFICE

### RHODES, INC.

Mark	Serial Number
COOLSTUFF FOR YOUR HOME	75/521,403
FOWLER'S	75/460,185
TREES AND HIDES	75,338,765

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#### TRADEMARK SECURITY AGREEMENT

WHEREAS, Rhodes, Inc., a Georgia corporation ("Grantor"), owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, Grantor has entered into a Loan and Security Agreement dated as of July 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Loan Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark (as hereafter defined) registrations and Trademark applications, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Agent, on behalf of and for the benefit of Agent and Lenders, as follows:

(1) All capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Loan Agreement. The following terms, as used herein, shall have the meanings set forth below:

"Trademark" means collectively all of the following now owned or hereafter created or acquired by Borrower: (a) all trademarks, trade names, service marks, logos, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule 1 of the Trademark Security Agreement; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

Doc # CH02 (01300-03365) 976195v2;7/8/1999/T ime:15:43

- (2) Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:
  - (a) each Trademark registration and Trademark application, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, Trademark registration and Trademark application; and
  - (b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark registration including, without limitation, Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 or (b) injury to the goodwill associated with any Trademark registration.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the \_/3\*\*day of July, 1999.

Acknowledged:

HELLER FINANCIAL, INC.,

as Agent

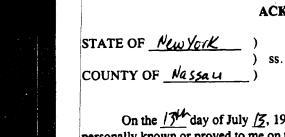
Title: VILE PLESION

RHODES, INC.

By: Will Silling Title: President and CEO

Trademark Security Agreement

#### **ACKNOWLEDGMENT**



On the 13th day of July 15, 1999 before me personally appeared William Bake Kindsell, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as firstless and of Rhodes, Inc., who being by me duly sworn, did depose and say that he is firstless are 1500 of Rhodes, Inc., the corporation

described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said

instrument to be the free act and deed of said corporation.

Notary Public

{Seal}

My commission expires:

7/25/00

APRIL BLANSHAFT
Notary Public, State of New York
No. 018L5030907
Qualified in Nesseu County
Commission Expires July 25, 2000



Schedule 1 to Trademark Security Agreement

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#### RHODES, INC.

Mark	Serial Number	Registration Number
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FOWLER'S	75/460,185
TREES AND HIDES	75,338,765

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### STATE REGISTERED NAMES

#### RHODES, INC.

Name	State of Registration	State Registration Number
MARKS FITZGERALD stylized	Alabama	104790
RHODES FURNITURE-THON stylized	Georgia	12072

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RECORDED: 09/17/1999 REEL: 001959 FRAME: 0050

TRADEMARK