



101148241

Tab settings

9-17-99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Rhodes, Inc.

- Individual(s)
- General Partnership
- Corporation-State GA
- Association
- Limited Partnership

Other _____
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: July 13, 1999

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Street Address: 500 West Monroe

City: Chicago State: IL Zip: 60661

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation State _____

Other _____

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s)
-See the attached-

B. Trademark Registration
-See the attached-

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corp

Internal Address: _____

Street Address: 400 Seventh St NW

City: Washington Stat: DC ZIP: 20004

6. Total number of applications and registrations

7

7. Total fee (37 CFR 3.41) 190.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/20/1999 11:11:11 00000016 75002491

DO NOT USE THIS SPACE

01 FT:481 48.00 BP
02 FT:482 150.00 BP

9. 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.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

9/10/99

Date

Total number of pages including cover sheet, attachments, and

8

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

**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

AM31-IP0.LSTYLE\CURRENTSCHEDULE.WPD

**TRADEMARK
REEL: 001959 FRAME: 0044**

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 13, 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.

(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]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 13th day of July, 1999.

Acknowledged:

HELLER FINANCIAL, INC.,
as Agent

By: *Robert G. [Signature]*
Title: VICE PRESIDENT

RHODES, INC.

By: *Will [Signature]*
Title: PRESIDENT and CEO

Trademark Security Agreement

**TRADEMARK
REEL: 001959 FRAME: 0047**

ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF Nassau)

On the 13th day of July 13, 1999 before me personally appeared William Duke Kimball, 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 President and CEO of Rhodes, Inc., who being by me duly sworn, did depose and say that he is President and CEO 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.

April Blanshaft
Notary Public

{Seal}

My commission expires:

7/25/00

APRIL BLANSHAFT
Notary Public, State of New York
No. 01BL5030907
Qualified in Nassau County
Commission Expires July 25, 2000

TRADEMARK
REEL: 001959 FRAME: 0048

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AT THE
UNITED STATES PATENT AND TRADEMARK OFFICE**

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Mark	Serial Number	Registration Number
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TREES AND HIDES	75,338,765

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**TRADEMARK
REEL: 001959 FRAME: 0049**

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

**TRADEMARK
REEL: 001959 FRAME: 0050**