

10-06-1999



101162563

MAJ
9-30-99

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		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name Korn Industries, Incorporated Execution Date
Month Day Year 09021999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization South Carolina

Receiving Party Mark if additional names of receiving parties attached

Name CRI Capital Corporation

DBA/KAYTA _____

Composed of _____

Address (line 1) 1100 North Washington Street

Address (line 2) P. O. Box 238

Address (line 3) Delphi IN 46923-0238
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 Delaware

FOR OFFICE USE ONLY

10/04/1999 NTHM11 00000157 2083389

01 FC:481
02 FC:482

40.00 DP
75.00 DP

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. 20531 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (8501-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practices. 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. 20531

REEL: 001970 FRAME: 0211

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="2083389"/>	<input type="text" value="1995559"/>	<input type="text" value="1993660"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2029345"/>	<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.

Name of Person Signing _____ Signature _____ Date Signed _____

TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION OF TRADEMARK SECURITY AGREEMENT ("Release") is given by FOOTHILL CAPITAL CORPORATION, a California corporation ("FCC"), as of the 3rd day of September, 1999.

WITNESSETH THAT:

WHEREAS, FCC holds a certain Trademark Security Agreement executed by KORN INDUSTRIES, INCORPORATED, a South Carolina corporation ("Korn"), and FCC dated December 22, 1999, and recorded with the United States Patent and Trademark office on December 31, 1999 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Korn granted a security interest in all Trademarks, as that term is defined in the Security Agreement, including, without limitation, the registered trademarks listed on Schedule 1 attached hereto; and

WHEREAS, Korn has requested FCC to release its lien on the Trademarks granted under the Security Agreement; and

WHEREAS, FCC is willing to release Korn from all liability and other obligations to FCC under the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FCC hereby releases the Security Agreement executed by Korn.

IN WITNESS WHEREOF, FCC has executed this Termination of Trademark Security Agreement the 3rd day of September, 1999.

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: *Renee D. Lefebvre*
Printed: RENE E D. LEFEBVRE
Title: VP

**TRADEMARK
REEL: 001970 FRAME: 0213**

STATE OF Georgia)
) SS:
COUNTY OF Cobb)

Before me, a Notary Public in and for said County and State, personally appeared Renre Lebrre
the VP of Foothill Capital Corporation, a California corporation, who acknowledged
execution of the foregoing Termination of Trademark Security Agreement.

Witness my hand and Notarial Seal this 3rd day of September, 1999.

My Commission Expires: 09/06/02 Amy L. Grosklags
Notary Public

My County of Residence: Cobb
Printed Amy L. Grosklags



This Instrument was prepared by: Bradley S. Fuson, Esq.
Krieg DeVault Alexander & Capehart, LLP
One Indiana Square, Suite 2800
Indianapolis, Indiana 46204

Return to: Bradley S. Fuson, Esq.
Krieg DeVault Alexander & Capehart, LLP
One Indiana Square, Suite 2800
Indianapolis, Indiana 46204

IM-261664-3

TRADEMARK
REEL: 001970 FRAME: 0214

Schedule I

Korn Industries, Incorporated d/b/a/ Sumter Cabinet Company has four registered trademarks with the United States Patent and Trademark Office.

<u>Trademark</u>	<u>Registration Number</u>
Cherryvale	2,083,389
Fremont Collection	1,995,559
Mecklenburg Collection	1,993,460
Mill House Collection	2,029,345

IM-261664-3

TRADEMARK
REEL: 001970 FRAME: 0215

**BILL OF SALE AND ASSIGNMENT OF INTERESTS
IN INTANGIBLES**

This Bill of Sale and Assignment of Interests in Intangibles is executed as of the 2nd day of September, 1999 by and between CRI CAPITAL CORPORATION ("Purchaser"), a Delaware corporation, and KORN INDUSTRIES, INCORPORATED ("Seller"), a South Carolina corporation.

WITNESSETH:

WHEREAS, Purchaser and Seller are parties to that certain Trademarks and Intangibles Limited Purchase Agreement ("Purchase Agreement") dated as of even date; and

WHEREAS, the parties hereto desire to execute a document to record and evidence the transfer and sale of certain of those assets identified in the Purchase Agreement sold and transferred by Seller to Purchaser.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, warrants, assigns and transfers to Purchaser, free and clear of all liens, claims, restrictions, security interests and encumbrances except as expressly set forth in the Purchase Agreement, and Purchaser hereby purchases from Seller, as of the Effective Date (as defined in the Purchase Agreement), certain of Seller's assets as set forth below:

All trademarks, including certain trademarks which are registered in the United States Patent and Trademark Office, and described on Exhibit "A" attached hereto, in the conduct of Seller's business (such registered and unregistered trademarks collectively, "Marks");

The tradename "Sumter Cabinet Company" utilized in the conduct of the Seller's business ("Name"); and

The goodwill associated with Marks and the Name in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned, by their respective duly authorized officers or representatives, have set their hands effective as of the day and year first noted above.

CRI CAPITAL CORPORATION
("Purchaser")

By: Frank I. Kama

Its: VICE PRESIDENT

KORN INDUSTRIES, INCORPORATED
("Seller")

By: Jay M. Paul

Its: Vice President

**TRADEMARK
REEL: 001970 FRAME: 0216**

STATE OF INDIANA)
) SS:
COUNTY OF HOWARD)

Before me, a Notary Public in and for said County and State, personally appeared FRANK T. KANE, known to me to be the VICE PRESIDENT of CRI Capital Corporation, who acknowledged execution of the foregoing instrument for and on behalf of such corporation.

Witness my hand and Notarial Seal this 2ND day of September, 1999.

My Commission Expires:

9/05/2000

My County of Residence:

HOWARD

James K. Pyke
(Notary Public - Signature)

JAMES K. PYKE
(Notary Public - Printed Name)

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF SUMTER)

Before me, a Notary Public in and for said County and State, personally appeared Joseph G. Frank, known to me to be the Vice President of Korn Industries, Incorporated, who acknowledged execution of the foregoing instrument for and on behalf of such corporation.

Witness my hand and Notarial Seal this 2 day of September, 1999.

My Commission Expires:

12/18/2000

My County of Residence:

SUMTER

Jack W. Erter, Jr.
(Notary Public - Signature)

Jack W. Erter, Jr.
(Notary Public - Printed Name)

This Instrument Prepared By:

Bradley S. Fuson, Attorney at Law
Krieg DeVault Alexander & Capehart, LLP
2800 One Indiana Square
Indianapolis, Indiana 46204-2017
(317) 636-4341

IM-261824-1

Exhibit A

Korn Industries, Incorporated d/b/a/ Sunter Cabinet Company has four registered trademarks with the United States Patent and Trademark Office.

Trademark	Registration Number
Cherryvale	2,083,389
Fremont Collection	1,995,559
Mecklenburg Collection	1,993,460
Mill House Collection	2,029,345