

11-08-1999

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



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To the Honorable Commissioner

101194210

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

BankBoston, N.A., as Collateral Agent

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other National Banking Association

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other Termination and Release of Security Interest in Trademarks

Execution Date: October 29, 1999

2. Name and address of receiving party(ies)

Name: Independent Furniture Supply Co., Inc

Internal Address:

Street Address: 42 Stafford Street

City: Lawrence State: MA ZIP: 01841

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Massachusetts
Other

If assignee is not domiciled in the United States, a domestic representative 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 patent number(s)

A. Trademark Application No.(s)

75/182,412

11-03-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #25

B. Trademark Registration No.(s)

2,130,401

2,200,274

Additional numbers attached? Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn Legal Assistant

Street Address: 2049 Century Park East

Suite 2100

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

DO NOT USE THIS SPACE

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.

Christine Wilson
Sara Hoehn

Name of Person Signing

Christine Wilson
Sara Hoehn

Signature

11/01/99

Date

Total number of pages including cover sheet, attachments, and document:

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

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

INDEPENDENT FURNITURE SUPPLY CO., INC.

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 24, 1999, by BankBoston, N.A. (f/k/a "The First National Bank of Boston"), a national banking association with its executive offices at 100 Federal Street, Boston, Massachusetts 02110, as Collateral Agent (in such capacity the "Collateral Agent") for itself and the other Banks (as such term is defined in the Security Agreement as defined herein) pursuant to an Amended and Restated Security Agreement, dated as of August 14, 1998 (as amended and in effect from time to time, the "Security Agreement") between Independent Furniture Supply Co., Inc. (the "Company"), the Collateral Agent for (a) itself and the Banks, (b) the Agent (as such term is defined in the Security Agreement), (c) those banks which have issued standby letters of credit listed and described on Schedule 1 to the Security Agreement for the account of Malden Mills Industries, Inc. (the "Borrower"), and (d) the purchasers (the "Note Purchasers") which are parties to that certain Amended and Restated Note Purchase Agreement, dated as of September 1, 1994, as amended, among the Borrower and the Note Purchasers.

WHEREAS, the Company and the Collateral Agent entered into (a) the Security Agreement, (b) a Trademark Collateral Security and Pledge Agreement dated as of August 14, 1998 (the "Original Trademark Agreement"), which Original Trademark Agreement was recorded with the United States Patent and Trademark Office on or about August 18, 1998 at Reel 1778, Frame 0071, and (c) an Amendment No. 1 to Trademark Collateral Security and Pledge Agreement, dated as of February 12, 1999 (the "Amended Trademark Agreement," and together with the Original Trademark Agreement, the "Trademark Agreements"), which Amended Trademark Agreement was recorded with the United States Patent and Trademark Office on or about February 17, 1999 at Reel 1857, Frame 0057, each for the purpose of securing certain obligations of the Company to the Banks;

WHEREAS, pursuant to the Security Agreement and the Trademark Agreements, the Company granted the Collateral Agent a continuing security interest in and first priority lien on all of the Pledged Trademarks (as defined in the Trademark Agreements), including without limitation the trademarks identified on Exhibit A attached hereto, and pledged and mortgaged, (but did not transfer title to) the Pledged Trademarks to the Collateral Agent; and

WHEREAS, the Company has entered into certain financing arrangements with another lender and a portion of the loans extended pursuant

thereto have been used to repay in full the Company's Obligations (as such term is defined in the Security Agreement); and the Collateral Agent has agreed to terminate and release its security interest and its right, title and interest in the Pledged Trademarks as herein provided upon repayment by the Company;

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Security Agreement and the Trademark Agreements:

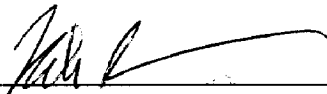
The Collateral Agent hereby terminates and releases its security interest and first priority lien on the Pledged Trademarks, including without limitation the Pledged Trademarks identified on Exhibit A attached hereto, and the Collateral Agent hereby assigns and transfers to the Company, without recourse, the Collateral Agent's entire right, title and interest in and to the Pledged Trademarks, including without limitation the Pledged Trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

This Termination and Release of Security Interest in Trademarks may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Termination and Release of Security Interest in Trademarks has been executed as of the day and year first written above.

BANKBOSTON, N.A.,
as Collateral Agent

By: 
Title: _____

Accepted:

RECEIVED BY COLLATERAL AGENT
11/17/94

**INDEPENDENT FURNITURE
SUPPLY CO., INC.**

By: _____
Title: _____

IN WITNESS WHEREOF, this Termination and Release of Security Interest in Trademarks has been executed as of the day and year first written above.

BANKBOSTON, N.A.,
as Collateral Agent

By: _____
Title: _____

Accepted:

**INDEPENDENT FURNITURE
SUPPLY CO., INC.**

By: Michael S. Reave
Title: Assistant Treasurer

Exhibit A

Trademarks and Trademark Registrations

| <u>Trademark</u> or <u>Service Mark</u> | Registrations | |
|---|---|--------------------------|
| | <u>United States Patent and Trademark Office</u> <u>Registration No.</u> | <u>Registration Date</u> |
| JACKSON CREEK AND DESIGN | 2,130,401 | January 20, 1998 |
| JACKSON CREEK | 2,200,274 | October 27, 1998 |

| <u>Trademark</u> or <u>Service Mark</u> | Pending Applications | |
|---|---|--------------------|
| | <u>United States Patent and Trademark Office</u> <u>Serial No.</u> | <u>Filing Date</u> |
| JACKSON CREEK HOME TEXTILES | 75/182,412 | October 16, 1996 |