

11-15-1999



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### 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  
Effective Date  
Month Day Year  
\_\_\_\_\_

Merger

Change of Name

Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

11/12/1999 JSHBAZZ 00000143 73685521

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

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

**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)**

**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.

Dana Kull, Esq.

11/9/99

Name of Person Signing

Signature

Date Signed

**SECURITY AGREEMENT**  
**(Trademarks)**

STATE OF GEORGIA        )  
                                  ) ss.:  
COUNTY OF FULTON     )

WHEREAS, Loewenstein, Inc., a Florida corporation (the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** (collectively, the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into a Loan and Security Agreement, dated as of August 27, 1999 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"), between the Assignor and certain of its affiliates, the Lenders and Co-Agents named therein and BankBoston, N.A., as administrative agent for the Lenders (the "Administrative Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor;

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (a) the Trademarks and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks;
- (b) licenses of the foregoing, whether as licensee or licensor;
- (c) renewals thereof;
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;
- (e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing;

(f) all rights corresponding to any of the foregoing throughout the world;

(g) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement); and

WHEREAS, the Assignor is required under the Loan Agreement to grant to the Lender, a continuing security interest in, and a continuing lien on, the Trademark Collateral;

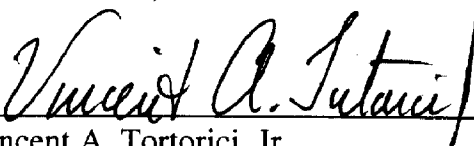
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of August 21, 1999.


LOEWENSTEIN, INC.

[Corporate Seal]

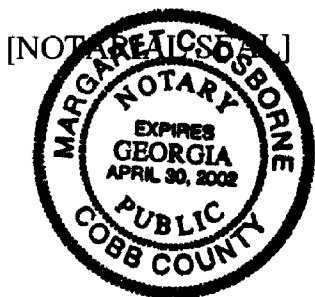
By:   
Vincent A. Tortorici, Jr.  
Vice President

STATE OF GEORGIA        )  
                                  ) ss.:  
COUNTY OF FULTON     )

On this 27<sup>th</sup> day of August, 1999, before me personally came Vincent A. Tortorici, Jr., to me known, who, being by me duly sworn, did depose and say that he is Vice President of Loewenstein, Inc., the corporation described herein and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his signature thereto by like order.

  
Notary Public

My Commission Expires: 4/30/2002



**SCHEDULE A**  
(Trademarks)

[See Attached]

Schedule A

Loewenstein

United States Registered Trademarks:

Mark	Serial No.	Date	Goods	Status	Current Owner
Design only	73-685521	June 7, 1988	Furniture, names chairs, sofas, stools, tables, table bases and table tops	Registered	Loewenstein, Inc.
GREGSON G (Words & Design)	72-289302	October 20, 1981	Furniture	Registered	Loewenstein, Inc.
SOUTHERN WOOD PRODUCTS, INC. (Words & Design)	73-466974	June 11, 1985	Tables, shelves, cabinets, etageres, plant stands, t.v. stands and microwave stands	Registered	Loewenstein, Inc.
FROM THE SOURCE	73-800005			No. 8 & 15 were filed - mark will be cancelled	