

MMP
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RECORDAT
TRADE

03-13-2000

Docket No.:

015390/0028



RECEIVED

Honorable Commissioner of Patents and Trade

101288679

all documents or copy thereof.

1. Name of conveying party(ies): **210 FEB -3 AM 10:40**
TABLE TRENDS, INC.

OPR/FINANCE

- Individual(s)
- General Partnership
- Corporation-State **NEW YORK**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **OCTOBER 14, 1999**

2. Name and address of receiving party(ies):

Name: **The CIT Group/Commercial Services, Inc.**

Internal Address:

Street Address: **1211 AVENUE OF THE AMERICAS**

City: **NEW YORK** State: **NY** ZIP: **10036**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **NEW YORK**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

SEE
ATTACHED
SCHEDULE

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers Yes No

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

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved: **6**

7. Total fee (37 CFR 3.41):.....\$ **\$165.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

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.

PAUL A. JUERGENSEN

Name of Person Signing

Paul A. Juergensen
Signature

FEBRUARY 3, 2000

Date

Total number of pages including cover sheet, attachments, and

00000173 500075
40.00 CH
165.00 CH
FEB 03 2000
10:40 AM

SCHEDULE 1A

Security Agreement

Trademark

Registration No./Application No.

Casual Care

1,842,995

Decor

868,297

Decor

74/322,906

Decor

74/322,905

Dutchess

1,853,670

Vinyl Ideas

1,286,069

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Table Trends, Inc. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated October 14, 1999 (the "Security Agreement") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and collaterally assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and collaterally assigns unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security 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 officer thereunto duly authorized as of the date hereof.

TABLE TRENDS, INC.

By: 

Name: DAVID FRANKEL

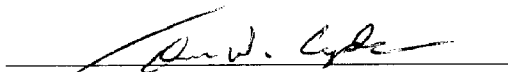
Title: VP

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 14th day of October, 1999, before me personally came Rajiv Krasikal, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of _____, a Delaware corporation, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



THOMAS W. CAPLIS
Notary Public, State of New York
No. 01CA6024777
Qualified in New York County
Commission Expires May 17, 2001

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