

10-13-2000



Form PTO-1594  
1-31-92

RECORDATION F  
**TRADEMARK**

DEPARTMENT OF COMMERCE  
Trademark Office

101486740

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

1. Name of conveying party(ies):  
**Bankers Trust Company**

- Individuals
- General Partnership -
- Corporation- State:
- Other - Collateral Agent

- Association
- Limited Partnership

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

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

Name: Broyhill Furniture Industries, Inc.

Internal Address: \_\_\_\_\_

Street Address: Broyhill Park

City: Lenoir State: North Carolina ZIP: 28633

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation- North Carolina

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

3. Nature of conveyance:

- Assignment  Merger
- Security Interest  Change of Name
- Other - Release of a Security Interest

Execution Date: June 7, 2000

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

A. Trademark Application No.(s)

URD 9.21.00

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\

Please see attached Schedule A

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

25

7. Total fee (37 CFR 3.41): ..... \$ 640.00

Enclosed

Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(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.

Brian T. Jaenicke

Name of Person Signing

B. T. Jaenicke  
Signature

9/21/00  
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

Broyhill Furniture Industries, Inc.

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FIRM FOUNDATIONS	2,153,394	April 28, 1998

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
BALLANTRAE	75/404,997	December 15, 1997
CITYSCAPE	75/316,949	June 30, 1997
COLERAINE	75/404,974	December 15, 1997
COMPOSITE	75/404,998	December 15, 1997
COTSWALD COTTAGE	75/407,660	December 18, 1997
EVERY THIRTY SECONDS	75/473,961	April 24, 1998
EVERY 30 SECONDS	75/473,960	April 24, 1998
FIRST ACT	75/407,055	December 17, 1997
FULLY RECLINING UPHOLSTERY	75/407,054	December 17, 1997
HUES	75/421,570	January 22, 1998
LINDSAY FARM	75/404,959	December 15, 1997
MAISON LENOIR	75/354,247	September 9, 1997
MALLARD COVE	75/353,880	September 9, 1997
OAK HILL	75/143,459	August 1, 1996
PRAYA GRANDE	75/404,973	December 15, 1997

RIVERWALK	75/316,958	June 30, 1997
SALZBURG	75/407,716	December 18, 1997
SUNNYBROOK	75/494,777	June 2, 1998
TIBURON	75/317,076	June 20, 1997
TORREON	75/317,516	June 30, 1997
TOSCANA	75/473,959	April 24, 1998
TRANSLATION	75/473,962	April 24, 1998
TYNECASTLE	75/316,957	June 30, 1997
WATERMARK	75/354,303	September 9, 1997

**TRADEMARK RELEASE**

This Release granted as of June 7, 2000, by Bankers Trust Company, a New York banking corporation, as Collateral Agent (the "Agent"), with principal offices at 130 Liberty Street, New York, New York 10006, to Broyhill Furniture Industries, Inc., a North Carolina corporation ("Assignor"), with principal offices at Broyhill Park, Lenoir, North Carolina 28633, as follows:

**W I T N E S S E T H:**

WHEREAS, the Assignor has heretofore granted to the Agent a security interest in certain U.S. trademarks, trademark registrations and trademark applications as more particularly set forth on Schedule A attached hereto (the "Marks") to secure the Secured Obligations (as defined in the Fourth Amended and Restated Security Agreement, dated as November 17, 1994, as amended and restated as of December 29, 1995, as further amended and restated as of September 6, 1996, as further amended and restated as of June 27, 1997 and as further amended and restated as of July 14, 1998, between the Agent and the Assignor (the "Security Agreement")); and


WHEREAS, the Agent wishes to release and restore all right, title and interest in and to the Marks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Marks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Marks, and more particularly, (i) the

security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to or after July 14, 1998 for infringement of any of the Marks or unfair competition regarding the same, and granted to the Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on July 31, 1998 at Trademark Reel 1764, Frame 0158 in the United States Patent and Trademark Office.

\* \* \*

BANKERS TRUST COMPANY,  
as Collateral Agent

By:   
Name: **PAM DIVINO**  
Title: **Vice President**

Acknowledged and Agreed to by:

BROYHILL FURNITURE INDUSTRIES, INC.

By: \_\_\_\_\_  
Name:  
Title:

security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) all causes of action arising prior to or after July 14, 1998 for infringement of any of the Marks or unfair competition regarding the same, and granted to the Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on July 31, 1998 at Trademark Reel 1764, Frame 0158 in the United States Patent and Trademark Office.

\* \* \*

BANKERS TRUST COMPANY,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to by:

BROYHILL FURNITURE INDUSTRIES, INC.

By: Robert Kaintz  
Name:  
Title: