

10-13-2000



Form PTO-1594  
1-31-92

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101486749

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: Thomasville Furniture Industries, Inc.

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

Street Address: 401 E. Main Street

City: Thomasville State: North Carolina ZIP: 27360

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - Delaware
- 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)

Trademark Registration No.(s)\

2,068,909

Additional numbers attached?  Yes  No

*MRD 9.21.00*

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

1

7. Total fee (37 CFR 3.41): ..... \$ 40.00

- 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

*Brian T. Jaenicke*

Signature

9/21/00

Date

Total number of pages comprising cover sheet:

1

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

10/12/2000 MTHHII 00000251 2068909

Do not detach this portion

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.

**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 Thomasville Furniture Industries, Inc., a Delaware corporation ("Assignor"), with principal offices at 401 E. Main Street, Thomasville, North Carolina 27360, 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 Security Agreement, dated September 6, 1996, 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 September 6, 1996 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 December 5, 1996 at Trademark Reel 1536, Frame 0141 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:

THOMASVILLE FURNITURE INDUSTRIES, INC.

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

causes of action arising prior to or after September 6, 1996 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 December 5, 1996 at Trademark Reel 1536, Frame 0141 in the United States Patent and Trademark Office.

\* \* \*

BANKERS TRUST COMPANY,  
as Collateral Agent

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

Acknowledged and Agreed to by:

THOMASVILLE FURNITURE INDUSTRIES, INC.

By: Robert Kaintz  
Name:  
Title:

**Trademark Registrations**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
FROM THE FOUR CORNERS	2,068,909	6/10/97