

10-25-2000



101496078

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



Merger



Change of Name



Other

Effective Date

Month Day Year

09282000

Conveying Party



Mark if additional names of conveying parties attached

Name Harris Industries

Execution Date
Month Day Year

09282000

Formerly



Individual



General Partnership



Limited Partnership



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

Illinois

Receiving Party



Mark if additional names of receiving parties attached

Name American National Bank and Trust Company of Chicago

DBA/AKA/TA

Composed of

Address (line 1) 120 South LaSalle Street

Address (line 2) 8th Floor

Address (line 3) Chicago

City

IL

State/Country

60603

Zip Code



Individual



General Partnership



Limited Partnership



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.)



Corporation



Association



Other



Citizenship/State of Incorporation/Organization

a national banking association

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Express Mail E1434650765US

TRADEMARK

REEL: 002160 FRAME: 0441

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 312 207 1000

Name Kari L. Sanderson

Address (line 1) Sachnoff & Weaver, Ltd.

Address (line 2) 30 South Wacker Drive

Address (line 3) 29th Floor

Address (line 4) Chicago, IL 60606

PagesEnter the total number of pages of the attached conveyance document
including any attachments.

12

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)**

1493016

2235288

2373861

1901663

1446594

1736611

1974457

1877522

1846758

Number of Properties

Enter the total number of properties involved.

16

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 640.00

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.

Kari L. Sanderson

Name of Person Signing

Signature

Date Signed

10/10/00

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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

☐

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 the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1837818	542137	549261
414292	1855663	411887
1787444		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated for reference purposes only as of September __, 2000 by and between Harris Industries, an Illinois general partnership (the "**Mortgagor**") and American National Bank and Trust Company of Chicago, a national banking association (the "**Bank**").

RECITALS:

A. Pursuant to that certain Fourth Amendment to Loan Agreement dated for reference purposes only of even date herewith among the Mortgagor, Harris Marcus Furniture, Inc., an Illinois corporation ("**HMF**"), Harris Marcus Group, Inc., an Illinois corporation ("**HMG**"), Rembrandt Masterpieces, an Illinois general partnership ("**Rembrandt**") and CP Systems, Inc., an Illinois corporation ("**CPS**"; together with HMF, HMG, Rembrandt, and Mortgagor collectively as "**Borrowers**") and Bank (said agreement, as hereafter amended, restated, supplemented, modified and extended, collectively referred to as the "**Loan Agreement**"), wherein Bank has agreed to lend monies and/or make advances, extensions of credit and other financial accommodations (collectively, the "**Loans**") to, on behalf or for the benefit of each of the Borrowers.

B. Bank has required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of the Liabilities (as defined in the Loan Agreement), that Mortgagor, execute and deliver this Agreement to Bank to secure the Liabilities.

C. Mortgagor acknowledges that it will receive substantial direct and indirect benefits by reason of the extension of credit by Bank to the Borrowers.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

2. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, as if fully set forth herein.

3. Security Interest in Trademarks and Licenses. To secure prompt and complete and timely payment, performance and satisfaction of all of the Liabilities, Mortgagor hereby grants to the Bank a security interest, in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of Mortgagor's now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iv) the goodwill of Mortgagor's business symbolized by the foregoing and connected therewith, (v) all of Mortgagor's rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); and

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party in connection with any of the Trademarks or such other party's Trademarks and registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names and trade styles, whether Mortgagor is a licensor or licensee under any such license agreement, including without limitation, those license agreements listed on Schedule B attached hereto and made a part hereof, and the right, upon the occurrence and during the continuation of an Event of Default, to prepare and sell any and all Inventory now or hereafter owned by Mortgagor and now or hereafter covered by such licenses, and all books and all records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) pertaining to any of the foregoing (all of the foregoing are hereinafter referred to collectively as the "**Licenses**"); and

(c) all products and proceeds of the foregoing, including without limitation all issuance policies therein.

4. New Trademarks and Licenses. Mortgagor represents and warrants that the Trademarks listed on Schedule A include all of the Trademarks now owned by Mortgagor, that the Licenses listed on Schedule B include all Licenses held by Mortgagor, and that no other liens, claims or security interests have been granted by Mortgagor to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, Mortgagor shall obtain rights to any new trademarks or service marks, or become entitled to the reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark or Licenses, or enter into any new trademark license agreement, Mortgagor shall give Bank immediate notice thereof and (with or without such notice) the provisions of Section 3 shall automatically apply thereto.

5. Royalties. Mortgagor hereby agrees that the use by Bank of the Trademarks and Licenses as authorized hereunder shall be coextensive with Mortgagor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Mortgagor.

6. Restrictions on Future Agreement. Mortgagor agrees that until the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Mortgagor shall not sell nor assign its interest in, or grant any license under, the Trademarks, or enter into any other agreement with respect to the Trademarks which is inconsistent with the obligations under this Mortgage, without the prior written consent of Bank, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Bank under this Mortgage provided, however, that Mortgagor may license the Trademarks in the ordinary course of Mortgagor's business and may otherwise transfer such Trademarks in accordance with the Loan Agreement.

7. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred, Bank hereby grants to Mortgagor the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. From and after the occurrence of an Event of Default, Mortgagor's license with respect to the Trademarks set forth in this Section 7 shall terminate forthwith, and Bank shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable laws) as enacted in any of the jurisdictions in which the Trademarks may be located.

8. Termination of Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Liabilities and termination of the Loan Agreement, this Agreement shall terminate.

9. Duties of Mortgagor. The Mortgagor shall, (i) prosecute diligently any trademark or service mark application, if any, that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) make application on registerable trademarks or service marks as Mortgagor deems appropriate, and (iii) take all reasonable steps to preserve and maintain all of Mortgagor's rights in the Trademarks and Licenses, including, without limitation, making timely filings with the United States Patent and Trademark Office or any similar office or agency in any state, province or country or renewals and extensions and diligently monitoring unauthorized use hereof.

10. Bank's Right to Sue. After the occurrence and during the continuation of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks or Licenses and, if the Bank shall commence any such suit, Mortgagor shall, upon the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Mortgagor shall, upon demand, promptly reimburse Bank for all costs and expenses incurred by Bank in the exercise of such enforcement (including, without limitation, reasonable attorney's fees).

11. Waivers. No course of dealing between Mortgagor, Borrowers and Bank and no failure or delay on the part of Bank to exercise, or delay in exercising, any right, power or privilege hereunder, under the Loan Agreement or under any other agreement, shall operate as a

waiver of any of Bank's rights, powers or partial exercise of any right, power or privilege hereunder, under the Loan Agreement or under any other agreement.

12. Modification. Mortgagor expressly agrees that for purposes of this Agreement and each and every other Loan Document: (i) this Agreement and each and every other Loan Document shall be a "**credit agreement**" under the Illinois Credit Agreements Act, 815 ILCS 160/1 et. seq. (the "**Act**"); (ii) the Act applies to this transaction including, but not limited to, the execution of this Agreement and each and every other Loan Document; and (iii) any action on or in any way related to this Agreement and each and every other Loan Document shall be governed by the Act. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Sections 3 and 4 hereof or by a writing signed by Mortgagor and Bank.

13. Cumulative Remedies: Power of Attorney. All of the rights and remedies of Bank with respect to the Trademarks or Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Mortgagor hereby appoints Bank as Mortgagor's attorney-in-fact, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full and all financing arrangements between Bank and Mortgagor shall have been terminated. Mortgagor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or Licenses may be located or deemed located.

14. Binding Effect; Benefits. This Agreement shall be binding upon Mortgagor and its successors and assigns, and shall inure to Bank and its nominees. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Mortgagor. Mortgagor shall not assign its obligations hereunder without Bank's prior written consent.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held invalid or prohibited under applicable law, such provision shall be ineffective only to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with the Loan Agreement.

17. Duty of Bank. The Bank shall not be liable for any actions, omissions, errors of judgment or mistakes of fact or law with respect to the Trademarks or Licenses, except for willful misconduct or gross negligence. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any action necessary or preserve rights in the Trademarks or Licenses against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Mortgagor and added to the Liabilities.

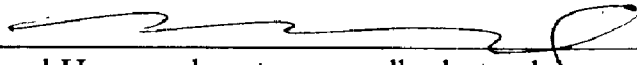
18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Fax; Counterparts. For purposes of negotiating and finalizing this Agreement (including any subsequent amendments thereto), any signed document transmitted by facsimile machine ("FAX") shall be treated in all manner and respects as an original document. The signature of any party by FAX shall be considered for these purposes as an original signature. Any such FAX document shall be considered to have the same binding legal effect as an original document, provided that an original of the faxed document was mailed by first class U.S. Mail or personally delivered to the recipient, on the date of its transmission with proof of the fax transmission. At the request of either party, any FAX document subject to this Agreement shall be re-executed by both parties in an original form. The undersigned parties hereby agree that neither shall raise the use of the FAX or the fact that any signature or document was transmitted or communicated through the use of a FAX as a defense to the formation of this Agreement. This Agreement may be signed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one agreement, binding on all of the parties hereto notwithstanding that all of the parties hereto are not signatories to the same counterpart. Each of the undersigned parties authorizes the assembly of one or more original copies of this Agreement through the combination of the several executed counterpart signature pages with one or more bodies of this Agreement, including the Exhibits, if any, to this Agreement. Each such compilation of this Agreement shall constitute one original of this Agreement.

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IN WITNESS WHEREOF, the parties hereby have duly executed this Trademark Security Agreement dated for reference purposes only as of September __, 2000.

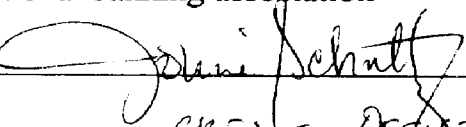
HARRIS INDUSTRIES, an Illinois general partnership

By: 

Richard Horwood, not personally, but solely as agent for and on behalf of the DM Trust, the Mitchell Trust, the Heather Trust, the Dale Trust, the PM Children's Trust, the MS Trust, the HS Trust, the DM Descendants Trust, its general partners

Acknowledged and Agreed to in
Chicago, Illinois

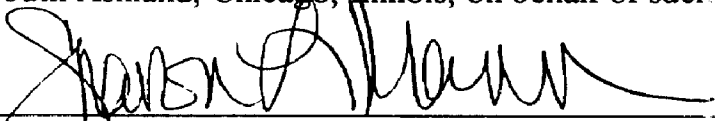
American National Bank and Trust Company of Chicago,
a national banking association

By: 

Title: CREDIT OFFICER

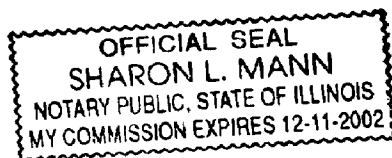
STATE OF Illinois)
COUNTY OF Cook) SS

The foregoing Trademark Security Agreement was executed and acknowledged before me on September 28, 2000, by Richard Horwood, personally known to me to be a Trustee of the DM Trust, the Mitchell Trust, the Heather Trust, the Dale Trust, the PM Children's Trust, the MS Trust, the HS Trust, the DM Descendants Trust, its general partners and personally known to me to be the partner of Harris Industries, an Illinois general partnership having its principal place of business at 3757 South Ashland, Chicago, Illinois, on behalf of such general partnership.



Notary Public

My commission expires: 12/11/2002

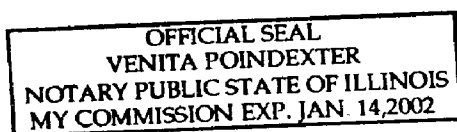


STATE OF Illinois)
COUNTY OF Cook) SS

The foregoing Trademark Security Agreement was executed and acknowledged before me on September 29, 2000, by JOLINE K. SCHULTZ, personally known to me to be the CREDIT OFFICER of American National Bank and Trust Company of Chicago, a national banking association on behalf of such association.

Venita Poindexter
Notary Public

My commission expires: 1-14-02



Schedule A

Schedule of Trademarks

See attached.

HARRIS INDUSTRIES

Trademarks By Country

Country Name	Trademark	Case No.	Status	Appl. No.	Reg. No	Next Renewal
<i>Illinois</i>						
	REMBRANDT	01457-20001	Registered		30573 14-May-84	14-May-94
<i>United States</i>						
	CAMEO CREATIONS	01457-20011	Registered	572161 09-Dec-85	1493016 21-Jun-88	21-Jun-08
	CAMEO DECOR	01457-20040	Registered	75326254 17-Jul-97	2235288 23-Mar-99	23-Mar-09
	CAMEO DECOR	01457-20041	Registered	75578957 28-Oct-98	2373861 01-Aug-00	01-Aug-10
	CROWN DESIGN	01457-20031	Registered	373902 31-Mar-93	1901663 27-Jun-95	27-Jun-05
	DAVID MARSHALL	01457-20038	Registered	73628344 03-Nov-86	1448594 07-Jul-87	07-Jul-07
	ENDEAVORS	01457-20015	Registered	101219 26-Sep-90	1736611 01-Dec-92	01-Dec-02
	HARRIS	01457-20025	Registered	355703 03-Feb-93	1974457 21-May-96	21-May-06
	HARRIS LAMPS	01457-20028	Registered	373824 31-Mar-93	1877522 07-Feb-95	07-Feb-05
	JARU	01457-20033	Registered	74408585 30-Jun-93	1846758 26-Jul-94	26-Jul-04
	R (REKOWN DESIGN)	01457-20032	Registered	355702 02-Feb-93	1837818 31-May-94	31-May-04
	REMBRANDT	01457-20004	Registered		542137 08-May-51	08-May-01
	REMBRANDT (STYLIZED)	01457-20006	Registered	589587 22-Jun-50	549261 09-Oct-51	09-Oct-01

<i>Country Name</i>	<i>Trademark</i>	<i>Case No.</i>	<i>Status</i>	<i>Appl. No. Filing Date</i>	<i>Reg. No Reg. Date</i>	<i>Next Renewal</i>
<i>United States</i>						
	REMBRANDT LAMPS	01457-20003	Registered		414292 05-Jun-45	05-Jun-05
	REMBRANDT LAMPS	01457-20007	Registered	373823 31-Mar-93	1855663 27-Sep-94	27-Sep-04
	REMBRANDT MASTERPIECES WITH DESIGN	01457-20002	Registered		411887 06-Feb-45	06-Feb-05
	RENOUW LIGHTING	01457-20019	Registered	74716358 10-May-91	1787444 10-Aug-93	10-Aug-03

Schedule B

Schedule of Licenses

None.