



01-04-2001

01-16-2001

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

1.4.01

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

Execution Date
Month Day Year

Name

Formerly

1416659

- 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

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.)

Citizenship/State of Incorporation/Organization

01/16/2001 DNGUYEN 00000160 1416659

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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)

<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"/>

Registration Number(s)

<input type="text" value="1416659"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="898739"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1421088"/>	<input type="text"/>	<input type="text"/>

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.

George M. Borababy
Name of Person Signing


Signature

12/19/00
Date Signed

RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST dated as of December 14, 2000, is made by GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, whose address is 120 Long Ridge Road, Stamford CT 06927, ("Lender" as defined in the Loan Agreement), and RIVERSIDE FURNITURE CORPORATION, an Arkansas corporation, (being referred to as "Borrower") whose address is 1400 S. Sixth Street, Fort Smith, Arkansas 72902.

WHEREAS, the Lender and Borrower entered into a Trademark Security Agreement dated as of April 27, 1989 (the "Trademark Security Agreement") which was recorded with the United States Patent and Trademark Office on May 24, 1989 at reel 0656, frame 0444; and

WHEREAS, Borrower granted a security interest in the trademarks, trademark applications and trademark licenses of Borrower to secure amounts loaned as part of that certain Amended and Restated Loan and Security Agreement dated January 1, 1992, executed by and among Borrower and Lender (the "Loan Agreement"); and

WHEREAS, said amounts borrowed have been repaid to the Lenders by the Borrower or exchanged by the Lender, together with all of the shares of preferred stock of the Borrower, for shares of two new series of preferred stock of the Borrower; and

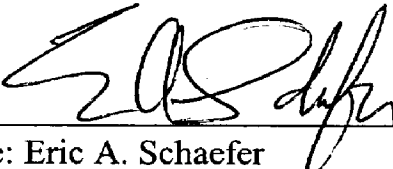
WHEREAS, Borrower has requested that the Lender release its security interest in the trademarks, trademark applications, and trademark licenses securing the Loan Agreement.

NOW THEREFORE, Lender, hereby releases all interests, including the security interests granted to it by the Trademark Security Agreement with Borrower and reassigns to Borrower, and all rights and interests now held by Lender, in all of the intellectual property of Borrower, including, but not limited to, those assets identified on Schedule I attached hereto.

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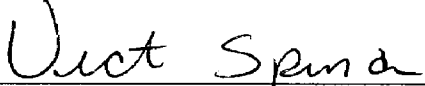
IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of this 14th day of December, 2000.

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 
Name: Eric A. Schaefer
Title: Manager-Operations

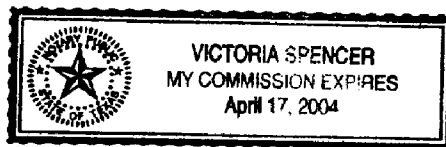
COUNTY OF DALLAS)
)
STATE OF TEXAS) ss.

Subscribed and sworn before me this 14th day of December, 2000.


Notary Public in and for the State of
Texas, County of Dallas

My commission expires: 4-17-2004

SEAL



SCHEDULE A

“Homecraft”, U.S. Patent and Trademark Registration No. 1,416,659,
November 11, 1986

“R” -- U.S. Patent and Trademark Registration No. 898,739 (See attached
Addendum I)

Homecraft Logo, U.S. Patent and Trademark Registration No. 1,421,088,
December 16, 1986 (See attached Addendum II)

Tradenames:

1. Riverside Furniture Corporation