

02-02-2001

U.S. DEPARTMENT OF COMMERCE
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original document or copy thereof.

To the Honorable Commissioner of Patent

1. Name of Party(ies) conveying an interest:

Firststar Bank, N.A.

2. Name and Address of Party(ies) receiving an interest:

Towne Square Furniture, Inc.
402 Hawkins Street
Hillsboro, Texas 76645

- Individual(s)
- Association - National
- General Partnership
- Limited Partnership
- Corporation
- Other

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other
- Citizenship

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Effective Date: November 28, 2000

4. Application number(s) or registration number(s). Additional sheet attached?

Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,118,785

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

Name: Anita Nesser, Esq.
Internal Address: Baker Botts L.L.P.
Street Address: 2001 Ross Avenue

City: Dallas
State: Texas Zip: 75201

6. Number of applications and registrations involved: 1

7. Amount of fee enclosed or authorized to be charged: \$40.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):
N/A

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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.

Anita Nesser

Name of Person Signing

Anita Nesser

Signature

1/22/2001

Date

Total number of pages including cover sheet 2

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

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**RELEASE AND TERMINATION OF CONTINGENT PATENT,
TRADEMARK AND LICENSE ASSIGNMENT**

THIS RELEASE OF CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENT made this 28th day of November, 2000 by **Firststar Bank, National Association**, a national banking association formerly known as "Star Bank, National Association" ("Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Contingent Patent, Trademark and License Assignment dated as of October 30, 1997 (the "Assignment") by Towne Square Furniture, Inc., a Delaware corporation ("Towne Square"), in favor of Bank, Towne Square granted, assigned and conveyed to Bank all of its right, title and interest in and to its Patents, Trademarks and Licenses (as such terms are defined in the Assignment);

WHEREAS, in connection with the proposed sale by Towne Square of all or substantially all of its assets and the concurrent reduction of the outstanding principal amount of the indebtedness of Towne Square to Bank, Bank has agreed to release and terminate the Assignment.

NOW, THEREFORE, in consideration of the premises, TEN DOLLARS (\$10) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Bank hereby terminates the Assignment, releases all of its rights thereunder and grants, assigns and conveys all of its right, title and interest in and to the Patents, Trademarks and Licenses to Towne Square.

Bank shall perform any and all steps reasonably requested by Towne Square to effect the termination of the Assignment, the release of Bank's rights thereunder and the grant, assignment and conveyance of all of its right, title and interest in and to the Patents, Trademarks and Licenses to Towne Square.

IN WITNESS WHEREOF, this Release and Termination of Contingent Patent, Trademark and License Assignment has been duly executed by Bank as of the 28th day of November, 2000.

**FIRSTAR BANK, NATIONAL
ASSOCIATION**

By: 

Title: Vice President