



101712719

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

1. Name of conveying party(ies):

WICKES FURNITURE COMPANY, INC.
351 West Dundee Road
Wheeling, IL 60090

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Delaware**
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **March 9, 2001**

2. Name and address of receiving party(ies)

Name: **FOOTHILL CAPITAL CORPORATION**

Internal Address:

Street Address: **2450 Colorado Ave.,
#3000W**City: **Santa Monica** State: **California** ZIP: **90404**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State **California**
☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

WICKES SURPRISINGLY WICKES (REG. NO. 1,382,842)Additional numbers attached? ☒ Yes ☐ No

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

Name: **Mr. Sigi Hinojosa**
Buchalter, Nemer, Fields & Younger

Internal Address: _____

05/09/2001 GT0N11 00000274 200052 1382842

01 FC:481 40.00 CH
02 FC:482 100.00 CHStreet Address: **601 South Figueroa Street, 24th Floor**City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved:

57. Total fee (37 CFR 3.41) \$ **140.00**☐ Enclosed☒ Authorized to be charged to deposit account**04 24 2001**

8. Deposit account number:

20-0052

(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.*David Adams*
MR. SIGI HINOJOSA

Name of Person Signing

[Signature]
Signature**April 20, 2001**

Date

Total number of pages including cover sheet, attachments, and document: ☐

EXHIBIT "A"

REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Trademark of Service Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Wickes Surprisingly Wickes	2-11-86	1,382,842
Wickes	1-16-79	1,111,530
Design of The Times	8-29-95	1,915,882
Values-To-Go	4-21-98	2,152,335
W and Design	7-16-96	1,986,886

PENDING TRADEMARKS AND SERVICE MARKS

<u>Trademark and Service Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
None		

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement"), dated as of March 9, 2001, is entered into between **WICKES FURNITURE COMPANY, INC.**, a Delaware corporation ("Debtor") and **FOOTHILL CAPITAL CORPORATION**, a California corporation, as the arranger and administrative agent ("Foothill" or, in such capacity, the "Agent") for the ratable benefit of the Lenders under the Loan Agreement (as hereinafter defined), in light of the following facts:

A. Debtor, Wells Fargo Bank, National Association ("Wells Fargo"), and LaSalle Bank National Association, formerly known as LaSalle National Bank, ("LaSalle" and together with Wells Fargo, the "Original Lenders") entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of November 26, 1997 (as amended, the "Prior Agreement") under which Wells Fargo acted as Agent for the Original Lenders.

B. The Prior Agreement was secured by a substantial amount of Debtor's assets, including, but not limited to, Debtor's trademarks, patents, and copyrights (collectively, the "Intellectual Property").

C. In connection with Debtor's pledge of its Intellectual Property, Debtor and the Original Lenders entered into that certain Agreement (Trademark), dated as of January 19, 1995, that certain Agreement (Trademark), dated as of January 30, 1995, and that certain Supplemental Agreement (Trademark), dated November 26, 1997 (as amended, collectively, the "Prior Trademark Agreements") under which Wells Fargo acted as Agent for the Original Lenders.

D. Wells Fargo assigned its interest as Agent and as an Original Lender under the Prior Agreement, the Prior Trademark Agreements, and the other Loan Documents (as that term is defined in the Prior Agreement, the "Prior Loan Documents") to Foothill pursuant to that certain Assignment and Acceptance dated as of May 27, 1999, and Foothill was appointed Agent under the terms of the Prior Agreement.

E. Debtor, Foothill, as Agent and as a Lender, and the Lenders desire to amend, restate, and replace the Prior Agreement in its entirety in accordance with the terms and provisions of that certain Amended and Restated Loan and Security Agreement ("Loan Agreement") and are, contemporaneously herewith, entering into the Loan Agreement and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents").

F. The Loan Agreement will be secured by a substantial amount of Debtor's assets, including, but not limited to, Debtor's Intellectual Property.

G. In connection with Debtor's pledge of Intellectual Property, Debtor, Agent and the Lenders desire to amend, restate, and replace the Prior Trademark Agreements in their entirety in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the Illinois Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, registrations, and applications pertaining thereto) ("Trademarks"), which are presently, or in the future may be, owned, created, acquired, or used by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such Trademarks and Trademark rights and Debtor's rights in any and all agreements providing for the granting of any right in or to Trademarks (whether Debtor is a licensee or licensor thereunder);

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights and Debtor's rights in any and all agreements providing for the granting of any right in or to patents (whether Debtor is a licensee or licensor thereunder);

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights ("Copyrights"), which are presently, or in the future may be, owned authored, acquired, or used by Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing) and Debtor's rights in any and all agreements providing for the granting of any right in or to Copyrights (whether Debtor is a licensee or licensor thereunder);

(iv) All of Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest, in and to the registered copyrights and copyright applications listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Debtor's rights to register trademarks under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(viii) All of Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(ix) All of Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral;

provided, however, that the term Collateral does not include, and Debtor shall not be deemed to have granted a security interest in any license or contract right, to the extent that such lease, license and contract right is non-assignable by its terms without the consent of the relevant lessor, licensor, or other party (but not to the extent such non-assignability provision would be rendered ineffective under applicable law, including but not limited to the Code).

"Obligations" means all Obligations as defined in the Loan Agreement.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent, Lenders or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Agent, Lenders and Debtor.

2. GRANT OF SECURITY INTEREST.

Debtor hereby grants to Agent, for the ratable benefit of Lenders, a security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations..

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Service Marks; Patents.

(i) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned or controlled by Debtor or licensed to Debtor, together with a summary description and information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned or controlled by Debtor, including the title, number, inventor's name and date issued with respect to the issued patents and the filing dates and serial numbers with respect to the patent applications, is set forth on Schedule B; and

(iii) A true and complete schedule setting forth all federal copyright registrations owned or controlled by Debtor, including title, registration number and date issued, is set forth on Schedule C.

3.2 Validity; Enforceability. To the best of Debtor's knowledge, material copyright, patent, service mark and trademark owned by Debtor is valid and enforceable, and Debtor is not presently aware of (i) any past, present, or threatened claim by any third party that any of its material copyrights, patents, service marks, or trademarks are invalid or unenforceable, or (ii) that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any reasonable basis for any such claims;

3.3 Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the material copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons (except as set forth on such Schedules and except in favor of Agent, for the ratable benefit of Lenders and its predecessors);

3.4 Notice. Debtor will use proper statutory notice in connection with its use of each of its copyrights, patents, service marks, and trademarks as same may be commercially reasonable;

3.5 Quality. Debtor has used and will continue to use adequate standards of quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its service marks and trademarks;

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of Illinois, and filings, recordings and registrations with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of the security interest granted hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.

If Debtor shall obtain rights to any new copyright, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall, within 30 days thereof, give notice in writing to Agent with respect to any such new service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration. Debtor shall bear any expenses incurred in connection with future patent applications, or service mark, trademark, or copyrights registrations.

5. LITIGATION AND PROCEEDINGS.

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Agent any information with respect thereto requested by Agent. Agent shall provide at Debtor's expense all necessary cooperation in

connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Agent of the institution of, or any adverse determination (provided that routine examiner comments in a prosecution proceeding shall not be deemed an adverse determination) in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the copyrights, patents, service marks or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

6. POWER OF ATTORNEY.

Debtor grants Agent power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following the occurrence, but only during the continuance, of an Event of Default, to take, in Agent's discretion, any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, and subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Debtor grants to Agent and its employees and agents, upon reasonable prior notice (which may be oral) to Debtor, the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours; provided, however, that upon the occurrence and continuance of an Event of Default, no prior notice to Debtor shall be required.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement; and

8.2 Breach. Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Agent or any Lender and such default continues unremedied for a period of 5 days from the time a Responsible Officer first gained knowledge of the same.

9. SPECIFIC REMEDIES.

Upon the occurrence (but only during the continuance) of any Event of Default, Agent for the ratable benefit of Lenders shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Agent may notify licensees to make royalty payments on license agreements directly to Agent;

9.2 Sale. Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor ten days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least ten days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Agent and any Lender may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Agent or any such Lender at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND AGENT WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF

THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Debtor and Agent.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Agent's prior written consent and any prohibited assignment shall be absolutely void. Agent and any Lender may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Agent and Debtor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Debtor shall pay to Agent and Lenders on demand all costs and expenses that Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent and Lenders; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Agent and Lenders arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

11.10 Termination By Agent. After termination of the Loan Agreement and when Agent has received payment and performance, in full, of all Obligations, Agent shall execute and deliver to Debtor a termination and release of all of the security interests granted by Debtor hereunder.

11.11 Integration; Conflicts. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Loan Agreement, the terms and provisions of the Loan Agreement shall govern.

11.12 Amended and Restated Agreement. This Agreement amends, restates and supersedes the Prior Trademark Agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOOTHILL CAPITAL CORPORATION,
a California corporation, as Agent for the Lenders

By: _____
Title: _____

WICKES FURNITURE COMPANY, INC.,
a Delaware corporation

By: John W. Ouster
Title: VICE PRESIDENT

11.12 Amended and Restated Agreement. This Agreement amends, restates and supersedes the Prior Trademark Agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOOTHILL CAPITAL CORPORATION,
a California corporation, as Agent for the Lenders

By: [Signature]
Title: V.P.

WICKES FURNITURE COMPANY, INC.,
a Delaware corporation

By: _____
Title: _____

EXHIBIT "A"

REGISTERED TRADEMARKS AND SERVICE MARKS

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Wickes Surprisingly Wickes	2-11-86	1,382,842
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W and Design	7-16-96	1,986,886

PENDING TRADEMARKS AND SERVICE MARKS

<u>Trademark and Service Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
None		

EXHIBIT "B"

PATENTS

Patent Title

Issue Date

Patent No.

Name of Inventor

None

PATENT APPLICATIONS

Filing Date

Serial No.

None

EXHIBIT "C"

REGISTERED COPYRIGHTS

Copyright

Registration Date

Registration No.

None