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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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



Name of conveying party(ies):

Smith & Noble LLC 1801 California Avenue Riverside, CA

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other a Delaware limited liability company

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 30, 2001

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address:

Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association National Banking Association

General Partnership

Limited Partnership

Corporation-State

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: John Siciliano, Esq.

Internal Address:

Street Address: Bingham Dana LLP

150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): \$ 480.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

\$165.00

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.

John J. Siciliano

Name of Person Signing

Signature

Date 6/15/01

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

0000106408 DBYRNE 06/20/2001

CHECK Refund Total: \$165.00

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

06/20/2001 DBYRNE 00000227 75348574

01 FC:481 02 FC:482

40.00 OP 275.00 OP

TRADEMARK REEL: 002317 FRAME: 0149

# SCHEDULE 1

<b>MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
Elements	75-348,574	August 28, 1998
Ultrawood	76-150,110	October 17, 2000
Window Elements	76-039,923	May 3, 2000

# NOTICE OF SECURITY INTEREST

## (IN U.S. TRADEMARKS)

WHEREAS, SMITH & NOBLE, LLC, a Delaware limited liability company (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Fleet National Bank (herein referred to as "Assignee"), as agent for itself and for the ratable benefit of the financial institutions party from time to time to the Third Amended and Restated Loan Agreement dated as of August 24, 1998 (as amended, the "Loan Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated July 27, 2000, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a

security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

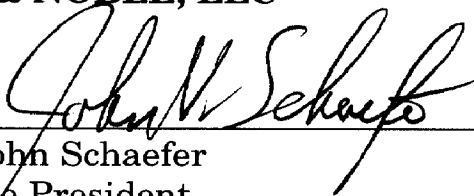
Assignee's address is 100 Federal Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the 30th day of May, 2001.

**SMITH & NOBLE, LLC**

By: \_\_\_\_\_

Name: John Schaefer  
Title: Vice President

A handwritten signature in cursive script, appearing to read "John N. Schaefer", is written over a horizontal line. The signature is written in dark ink and is positioned to the right of the "By:" label.

STATE OF OHIO)

COUNTY OF BUTLER)

On this 30th day of May, 2001, before me appeared John Schaefer to me personally known, who, being by me duly sworn, did depose and say that he is the Vice President of Smith & Noble, LLC, the limited liability company named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the limited liability company therein named; and that the foregoing instrument is the free and authorized act and deed of said corporation.

Notary Public *Diane M. Foley*  
My commission expires:  
(Seal)



DIANE M. FOLEY  
Notary Public, State of Ohio  
My Commission Expires Jan. 29, 2002