

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Pulaski Furniture Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: May 18, 2000

2. Name and address of receiving party(ies)

Name: Bankers Trust Company

Internal Address: _____
Address: _____

Street Address: 130 Liberty Street

City: New York State: NY Zip: 10006

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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)

1701822 1088761 2244622 2094487 1167197 2136998

Additional number(s) attached Yes No

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

Name: Debbie Liu, Esq.

Internal Address: Skadden, Arps, Slate

Meagher & Flom LLP

Street Address: 4 Times Square

City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2385 [Our Ref: 069640/406]

(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.

Debbie Liu

Name of Person Signing



Signature

8/23/01

Date

Total number of pages including cover sheet, attachments, and document: **7**

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

TRADEMARK AND PATENT SECURITY AGREEMENT

WHEREAS, Pulaski Furniture Corporation, a Virginia corporation (the "Assignor"), having its chief executive office at One Pulaski Square, Pulaski Virginia 24301, is the owner of all right, title and interest in and to the Security (as defined below);

WHEREAS, the Assignor, the other assignors from time to time party thereto and the Assignee (as defined below), have entered into a Security Agreement, dated as of May 18, 2000 (as amended, modified or supplemented from time to time, the "Security Agreement", the capitalized terms not otherwise defined herein shall be used herein as defined therein);

WHEREAS, BANKERS TRUST COMPANY, as Collateral Agent, for the benefit of the Secured Creditors, having its principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), desires to acquire a security interest in, and lien upon all of Assignor's right, title and interest in the Security (as defined below);

WHEREAS, the Assignor is willing to assign and grant to the Assignee a security interest in and lien upon the Security (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Security Agreement, as security for the prompt and complete payment and performance when due of all its Obligations, Assignor does hereby pledge and grant to the Assignee, for the benefit of the Secured Creditors, a continuing first priority security interest in all of the Assignor's right, title and interest in and to, whether now existing or from hereafter from time to time acquired, (i) the Marks including but not limited to those Marks set forth on Schedule A attached hereto, (ii) the Patents (as defined in the Security Agreement) including but not limited to those Patents set forth on Schedule B attached hereto, (iii) all the Proceeds (as such term is defined in the Security Agreement) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks, and (v) all causes of action arising prior to or after the date hereof for infringement or dilution of any of the Marks and Patents (each of (i), (ii), (iii), (iv) and (v) together, the "Security").

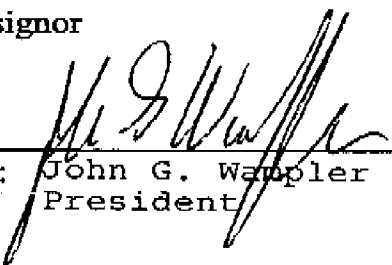
Upon the occurrence of the Termination Date, the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Security acquired under this Assignment.

This Agreement has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 18 day of May, 2000.

PULASKI FURNITURE CORPORATION,
as Assignor

By 
Name: John G. Wampler
Title: President

BANKERS TRUST COMPANY,
as Collateral Agent and as Assignee

By _____
Name:
Title:

Trademark and Patent Security Agreement

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 18 day of May, 2000.

PULASKI FURNITURE CORPORATION,
as Assignor

By _____
Name:
Title:

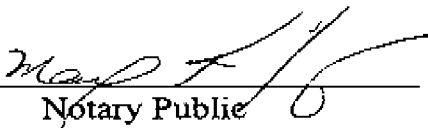
BANKERS TRUST COMPANY,
as Collateral Agent and as Assignee

By Scotty D. Lindsey
Name: SCOTTYE D. LINDSEY
Title: Vice President

Trademark and Patent Security Agreement

STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

On this 18 day of May, 2000, before me personally came John Wampler who, being by me duly sworn, did state as follows: that he is President of Pulaski Furniture Corporation, that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



 Notary Public

MAY KAREN YIP
 Notary Public, State of New York
 No. 01Y16009063
 Qualified in New York County
 Commission Expires June 22, 2000

SCHEDULE ASCHEDULE OF MARKS

Company Owned Trademarks

TRADEMARKS	RENEWAL/EXPIRATION	REGISTRATION
Accentrics	7/21/02	1,701,822
Keepsakes	4/4/08	1,088,761
Maximum	5/11/09	2,244,622
PFC (Logo)	9/9/07	2,094,487
Ridgeway	9/1/01	1,167,197
Ville Franche	2/17/08	2,136,998

Trademark Licenses

- Hemingway License Agreement
- Precious Moments ® License Agreement
- Barrister Oak License Agreement