

06-12-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

102115194 ▼ ▼ ▼

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

## 1. Name of conveying party(ies):

Rhodes, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ 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: 02/06/02

## 2. Name and address of receiving party(ies)

Name: Wells Fargo Retail Finance, LLC

Internal

Address: 1700 Wells Fargo Center

Street Address: 176 Sixth and Marquette

City: Minneapolis State: MN Zip: 55479

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ 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) 75/053,661

B. Trademark Registration No.(s) 2,064,729

Additional number(s) attached ☒ Yes ☐ No

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

Name: Brenda H. Jarrell

Internal Address: Choate, Hall &amp; Stewart

Street Address: Exchange Place

53 State Street

City: Boston State: MA Zip: 02109

## 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:

03-1721

DO NOT USE THIS SPACE

## 9. Signature.

Brenda H. Jarrell

27 March 2002

Signature

Date

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

10

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

TRADEMARK  
 REEL: 002485 FRAME: 0535

04/15/2002 BYRNE Na 0000134 034721 75053661

01 FC:481 40.00 CH  
 02 FC:482 125.00 CH

**RECORDATION FORM (CONTINUATION SHEET)**

Continuation of Box 4.

A. Trademark Appln. No.(s)	B. Trademark Reg. No.(s)
75/002,491	1,990,597
74/659,104	1,955,126
74/637,502	1,943,010
75/521,403	2,272,188
75/582,803	2,309,064

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 5, 2002, is made between RHODES, INC., a Georgia corporation ("Grantor") and WELLS FARGO RETAIL FINANCE, LLC, as agent for each of the Lenders referred to below (together with its successor(s) thereto in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan Agreement") by and among the Grantor, the Agent and the financial institutions from time to time party thereto as Lenders (the "Lenders" and, collectively with the Agent, the "Secured Parties" and each a "Secured Party"), the Secured Parties have agreed, subject to the terms and conditions set forth therein, to make revolving credit loans, term loans and other financial accommodations to the Grantor (collectively, the "Loans");

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations under, and as defined in, the Loan Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Agent and Lenders to make Loans to the Grantor pursuant to the Loan Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto under such Grantor's

name, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto under such Grantor's name; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement. The Loan Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan Agreement or (ii) the full and final discharge of the Obligations and the termination of the Secured Parties' obligations to provide additional credit under the Loan Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

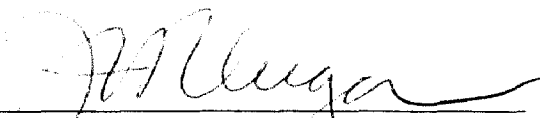
SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of the State of New York.

[Signatures appear on next page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

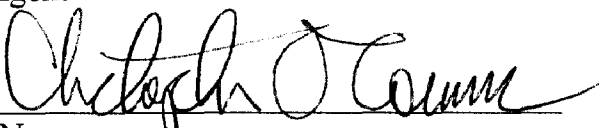
GRANTOR:

RHODES, INC.

By:   
Name: Joel H. Dugan  
Title: Executive VP/CFO

AGENT:

WELLS FARGO RETAIL FINANCE, LLC,  
as Agent

By:   
Name: Christopher O'Connor  
Title: Vice President

State of Massachusetts :

County of Suffolk

Feb. 5, 2002

Then personally appeared the above named Jocel H. Kugan, as Exec. Vice President  
of Rhodes, Inc., and acknowledged the foregoing instrument to be his free act and deed as \_\_\_\_\_  
Exec. Vice Pres. of Rhodes, Inc., before me,

B. L. King

Notary Public

My commission expires: 7/26/02

**SCHEDULE I**  
**to Trademark Security Agreement**

RHODES, INC.

Item A. Trademarks

**Registered Trademarks**

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Rhodes	2,064,729	02/05/96
USA	Nunziato	1,990,597	07/30/96
USA	Every Time You Look We Look Better	1,955,126	02/06/96
USA	Crossroads <sup>1</sup>	1,943,010	12/19/95
USA	Cool Stuff for Your Home <sup>1</sup>	2,272,188	08/24/99
USA	Rhodes	2,309,064	01/18/00

**Pending Trademark Applications**

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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**Trademark Applications in Preparation**

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
USA	Always Better Always Rhodes			

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\* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

<sup>1</sup> This Trademark is no longer being used by the Company and is expected to lapse.



Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
100 mile radius of the City Hall of Chicago, Illinois	John M. Smyth	John M. Smyth Company	Rhodes Furniture Company	June 29, 2000	Perpetual unless earlier terminated by Licensor for certain events
100 mile radius of the City Hall of Chicago, Illinois	Homemakers	Levitz Furniture Corporation	Rhodes Furniture Company	June 29, 2000	Perpetual unless earlier terminated by Licensor for certain events
100 mile radius of the City Hall of Chicago, Illinois	John M. Smyth's Homemakers	John M. Smyth Company and Levitz Furniture Corporation	Rhodes Furniture Company	June 29, 2000	Perpetual unless earlier terminated by Licensor for certain events



JUNE 10, 2002

PTAS

Chief Information Officer  
Washington, DC 20231  
www.uspto.gov

CHOATE, HALL & STEWART  
BRENDA H. JARRELL  
53 STATE STREET  
EXCHANGE PLACE  
BOSTON, MA 01209



\*102056453A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102056453

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$150.

THERESA FREDERICK, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

*Handwritten notes:*  
May 16 5.00  
\$40.00  
Needed  
Tm 25.00 after  
Leah m, authorization  
to charge.