

04-30-2002



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

RE

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

Tab settings

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

1. Name of conveying party(ies):

The Robert Allen Group, Inc.

4-11-02

- Individual(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: April 1, 2002

2. Name and address of receiving party(ies)

Name: LaSalle Business Credit, Inc.

Internal Address: Suite 425

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- 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

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: Cynthia L. Stewart

Internal Address: 32nd Floor

Street Address: 400 West Market Street

City: Louisville State: KY Zip: 40202-3363

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41):

\$ 640

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

024275

DO NOT USE THIS SPACE

9. Signature.

Cynthia L. Stewart Name of Person Signing

Cynthia Stewart Signature Date 4-11-02

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

13

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

04/29/2002 6TON11 00000113 024275 2388294

01 FC:481 40.00 CH 02 FC:482 600.00 CH

TRADEMARK REEL: 002494 FRAME: 0564

SCHEDULE ATHE ROBERT ALLEN GROUP, INC. U.S. TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
SUNWEATHER	2388294	9/19/2000
RA (Stylized)	2230808	3/9/1999
Two-colored miscellaneous design	2478808	8/21/2001
ROBERT ALLEN	2282921	10/5/1999
Multicolored design	2478809	8/21/2001
FABRICTRAC	2518186	12/11/2001

THE ROBERT ALLEN GROUP, INC.
(ROBERT ALLEN FABRICS, INC.) U.S. TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
BEACON HILL	1562237	10/24/1989
SADDLESKIN	1879236	2/14/1995
MANSFIELD	2049530	4/1/1997
ROBERT ALLEN FABRICS	2131269	1/20/1998
SPUN THETICS	2171880	7/7/1998

THE ROBERT ALLEN GROUP, INC. U.S. TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Serial/Application No.</u>	<u>Date Applied</u>
NOBODY DOES COLOR BETTER	75436782	2/19/1998
NOBODY DELIVERS COLOR BETTER	75436783	2/19/1998
RA (Stylized)	75467455	4/17/1998
SHORT STORIES	75655949	3/8/1999
DESIGNWORKS	75802479	9/16/1999
RA	75372099	10/14/1997
COLOR LIBRARY	75504806	6/18/1998
Miscellaneous design	75310499	6/19/1997
ROBERT ALLEN	75504805	6/18/1998
ROBERT ALLEN	75981863	6/18/1998
COLORLOGIC	76125567	9/8/2000
COLORLOGIC	76315715	9/21/2001
ROBERT ALLEN @ HOME	76185992	12/22/2000
ROBERT ALLEN @ HOME (Stylized)	76198940	1/24/2001

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 1st day of April, 2002, by The Robert Allen Group, Inc., a Delaware corporation (collectively, "**Borrower**") in favor of LaSalle Business Credit, Inc., as Agent for itself, and all other Lenders (as defined in the Loan Agreement), with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Agent**");

W I T N E S S E T H

WHEREAS, Borrower and Agent are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent and Lenders of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Agent, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such

additional product quality controls as Agent, or said conservator, in their reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Agent's Right to Sue. After an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in their own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deem to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given them by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

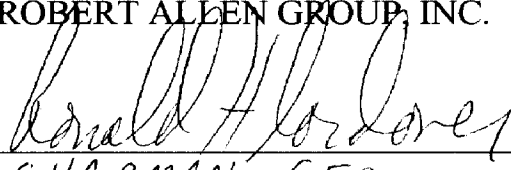
18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

THE ROBERT ALLEN GROUP, INC.

By 
Its CHAIRMAN, CEO

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC.,
as Agent for itself, and all other
Agents (as defined in the Loan
Agreement)

By _____
Its _____

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IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

THE ROBERT ALLEN GROUP, INC.

By *Ronald H. Jones*
Its CHAIRMAN, CEO

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC.,
as Agent for itself, and all other
Agents (as defined in the Loan
Agreement)

By *[Signature]*
Its Sr VP

LOUJMDMS/141752_4

SCHEDULE A

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SPUN THETICS	2171880	7/7/1998

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SHORT STORIES	75655949	3/8/1999
DESIGNWORKS	75802479	9/16/1999
RA	75372099	10/14/1997

<u>Trademark Application Description</u>	<u>U.S. Serial/Application No.</u>	<u>Date Applied</u>
COLOR LIBRARY	75504806	6/18/1998
Miscellaneous design	75310499	6/19/1997
ROBERT ALLEN	75504805	6/18/1998
ROBERT ALLEN	75981863	6/18/1998
COLORLOGIC	76125567	9/8/2000
COLORLOGIC	76315715	9/21/2001
ROBERT ALLEN @ HOME	76185992	12/22/2000
ROBERT ALLEN @ HOME (Stylized)	76198940	1/24/2001

ROBERT ALLEN GROUP, INC. FOREIGN TRADEMARKS

Trademark	Registration No./ Serial No.	Registration Date	Country
AMETEX & DESIGN	758605	3/31/1998	Australia
AMETEX & DESIGN	290543		New Zealand
AMETEX & DESIGN	290541		New Zealand
AMETEX & DESIGN	290540		New Zealand
AMETEX & DEVICE	805085	5/24/2000	European Community
BEACON HILL*	562798	10/27/1994	Benelux
BEACON HILL**	564912	10/28/1994	Benelux
BEACON HILL*	TMA486352	11/26/1997	Canada
BEACON HILL	497250	7/14/1998	Canada
BEACON HILL*	94/545699	11/22/1994	France
BEACON HILL**	94/550310	12/21/1994	France
BEACON HILL**	39404022.8	6/6/1995	Germany
BEACON HILL*	39404020	10/26/1995	Germany
BEACON HILL**	712303	6/13/1997	Italy
BEACON HILL*	712301	6/13/1997	Italy
BEACON HILL**	490461	4/28/1995	Mexico
BEACON HILL	631739	2/3/1999	European Community

Trademark	Registration No./ Serial No.	Registration Date	Country
BEACON HILL**	2002350	11/16/1994	United Kingdom
BEACON HILL COLLECTION**	563981	10/28/1994	Benelux
BEACON HILL COLLECTION	TMA458963	6/7/1996	Canada
BEACON HILL COLLECTION**	94/545696	11/22/1994	France
BEACON HILL COLLECTION**	39404023	8/16/1995	Germany
BEACON HILL COLLECTION**	712302	6/13/1997	Italy
BEACON HILL COLLECTION**	490460	4/28/1995	Mexico
COLOR LIBRARY	1020858	6/30/1999	Canada
COLORLOGIC	868399	3/7/2001	Australia
COLORLOGIC	2113116	3/2/2001	European Community
COLORLOGIC	474781	3/8/2001	Mexico
COLORLOGIC	633391	9/6/2001	New Zealand
COLORLOGIC	2113116	3/2/2001	European Community
COLOUR LIBRARY	758604	3/31/1998	Australia
COLOUR LIBRARY	290544	4/1/1998	New Zealand
COLOUR LIBRARY	290545	4/1/1998	New Zealand
COLOUR LIBRARY	290547	7/12/2001	New Zealand
COLOUR LIBRARY	290546	4/1/1998	New Zealand
COLOUR LIBRARY	804997	4/3/1998	European Community
MANSFIELD*	573466	3/16/1995	Benelux
MANSFIELD*	TMA475087	4/26/1997	Canada
MANSFIELD*	95/568162	4/19/1995	France
MANSFIELD*	39512819.6	4/25/1996	Germany
MANSFIELD*	713842	6/16/1997	Italy
MANSFIELD*	526079	7/16/1996	Mexico

Trademark	Registration No./ Serial No.	Registration Date	Country
NOBODY DELIVERS COLOR BETTER	753942	1/30/1998	Australia
NOBODY DELIVERS COLOR BETTER	TMA518675	10/26/1999	Canada
NOBODY DOES COLOR BETTER	753940	1/30/1998	Australia
NOBODY DOES COLOR BETTER	518680	10/26/1999	Canada
NOBODY DOES COLOR BETTER			European Community
NOBODY KNOWS COLOR BETTER	753941	1/30/1998	Australia
NOBODY KNOWS COLOR BETTER	TMA524693	3/13/2000	Canada
NOBODY KNOWS COLOR BETTER	1671437	5/23/2000	European Community
NOBODY KNOWS COLOR BETTER	2156999	2/2/1998	United Kingdom
RA	290535		New Zealand
RA (Stylized)	758603	3/31/1998	Australia
RA (Stylized)	290534	8/9/2001	New Zealand
RA (Stylized)	290536	8/9/2001	New Zealand
RA & DEVICE	805150	4/3/1998	European Community
ROBERT ALLEN	758606	9/24/2001	Australia
ROBERT ALLEN	1020860	6/30/1999	Canada
ROBERT ALLEN	290537	8/9/2001	New Zealand
ROBERT ALLEN	290538	8/9/2001	New Zealand
ROBERT ALLEN	290539	8/9/2001	New Zealand
ROBERT ALLEN	805028	4/3/1998	European Community
ROBERT ALLEN @HOME	879050	6/13/2001	Australia
ROBERT ALLEN @HOME	1206127	6/11/2001	Canada
ROBERT ALLEN @HOME	491442	6/19/2001	Mexico
ROBERT ALLEN @HOME	639470	6/12/2001	New Zealand

Trademark	Registration No./ Serial No.	Registration Date	Country
ROBERT ALLEN @HOME	2269215	6/21/2001	European Community

***Trademarks owned by Robert Allen Fabrics**

****Trademarks owned by Masco Home Furnishings**