

Re 8/6/02

08-06-2002

MNO
8.6.02

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



102179634

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):

Fixtures Manufacturing Corporation *5.10.02*

- Individual(s)
- General Partnership
- Corporation-State MO
- 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

*read Security Agreement previously
Execution Date recorded on Reel 1428, Frame
0762 with execution date of 01/16/96*

2. Name and address of receiving party(ies)

Name: The Boatmen's National Bank of St. Louis

Internal Address: LBP 3701

Street Address: 800 Market St., 14th Fl.

City: St. Louis State: MO Zip: 63101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

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)

See Attached

Additional number(s) attached Yes No

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

Name: Lawrence A. Swain

Internal Address: Shughart Thomson & Kilroy, P.C

Street Address: 9225 Indian Creek Parkway
Suite 1100

City: Overland Park State: KS Zip: 66210

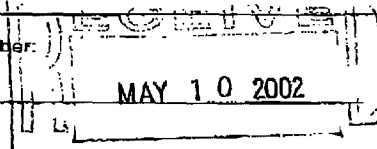
6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 3.41).....\$ 615.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:



DO NOT USE THIS SPACE

9. Signature.

Lawrence A. Swain
Name of Person Signing

Signature

05/06/02
Date

Total number of pages including cover sheet, attachments, and document: 2

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

06/03/2002 09:58:01 00000046 747280

01 FC:481 48.00 DP
02 FC:482 575.00 DP

Patent and Trademark Assignments

Created in Microsoft Word

File Name: J:\rr\readdata\projects\ptas\barcodes\PTAS Document Separator.doc

TRADEMARK
REEL: 002557 FRAME: 0149

B. Trademark Registration Nos.

747,280
1,194,355
1,208,419
1,245,307
1,245,308
1,234,309
1,254,558
1,285,274
1,311,123
1,314,677
1,330,898
1,336,699
1,396,246
1,397,683
1,404,063
1,519,862
1,618,814
1,532,458
1,417,481
1,417,788
1,431,174
1,454,280
1,493,144
1,520,962

FORM PTO-1584
1-31-92

02-15-1996

COVER SHEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings



To the Honorable Commissioner

180135552

with the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fixtures Manufacturing Corporation
4400 West 109th Street, Suite 101
Overland Park, KS 66211

- Individual(s)
- General Partnership
- Corporation-State MO
- 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: January 16, 1996

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

Name: The Boatmen's National Bank of
of St. Louis

Internal Address: LBP 3701

Street Address: 800 Market Street, 14th

City: St. Louis State: MO ZIP: 63101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other national banking association

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)

			1,618,814
			1,532,458
747,280	1,234,309	1,330,898	1,417,481
1,194,355	1,254,558	1,336,699	1,417,780
1,208,419	1,285,274	1,396,246	1,431,174
1,245,307	1,311,123	1,397,683	1,454,280
1,245,308	1,314,677	1,404,063	1,493,144
		1,519,862	1,520,962

Additional numbers attached? Yes No

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

Name:

Internal Address: Tammy K. Dobson

Harrison & Hecker

Street Address: 2600 Grand

City: Kansas City State: MO ZIP: 64108

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 3.41): \$ 615.00

- Enclosed
- Authorized to be charged to deposit account

B. Deposit account number:

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

RECEIVED
ASSIGNMENT UNIT
56 FEB - 1 AM 1996

816-691-2654
110 MB 02/12/96 0747280
110 MB 02/12/96 0747280

DO NOT USE THIS SPACE

0 481 40.00 CK
0 482 575.00 CK

D. 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.

Tammy K. Dobson
Name of Person Signing

Tammy K. Dobson
Signature

01-30-96

Date

Total number of pages comprising cover sheet: 1

TRADEMARK COLLATERAL ASSIGNMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT (the "Agreement") is made and entered into on the 16th day of January, 1996, between FIXTURES MANUFACTURING CORPORATION, a Missouri corporation, having its chief executive office at 1641 Crystal Avenue, Kansas City, Missouri 64126 (the "Assignor"), and THE BOATMEN'S NATIONAL BANK OF ST. LOUIS, having a place of business at One Boatmen's Plaza, 800 Market Street, St. Louis, Missouri 63101 (the "Lender").

Assignor has executed and delivered to Lender that certain Amended and Restated Loan and Security Agreement of even date herewith among Assignor, Jami, Inc. ("Jami") and Lender (as amended from time to time the "Loan Agreement"). In order to induce Lender to execute and deliver the Loan Agreement and to extend credit to Assignor and Jami, Assignor has agreed to assign to Lender and grant to Lender a security interest in and lien on all of Assignor's right, title and interest in and to the Trademarks (as defined below) as security for payment of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of the Obligations, Assignor hereby grants, assigns and conveys to Lender, and grants to Lender a lien on and security interest in, the entire right, title and interest of Assignor in and to the trademarks and trademark rights described in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (the "Trademarks"), and the goodwill of the business to which the Trademarks relate.

2. Assignor covenants and warrants that:

(a) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(b) Assignor has the unqualified right to enter into this Agreement and perform its terms;

FIXTURES MANUFACTURING CORPORATION

TRADEMARK
REEL: 1428 FRAME: 0763

TRADEMARK
REEL: 002557 FRAME: 0152

(c) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(d) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in the goods manufactured and sold under the Trademarks.

3. Assignor agrees that until all of the Obligations shall have been satisfied in full and Lender has no further obligation to advance funds or extend credit to Assignor, Assignor will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, including, without limitation, a licensing agreement, without Lender's prior written consent.

4. If, before the Obligations shall have been satisfied in full and Lender has no further obligation to advance funds or extend credit to Assignor or Jami, Assignor shall obtain rights to any new trademark or trademark rights, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

5. Assignor authorizes Lender to modify this Agreement by amending Schedule A from time to time to include any future trademarks and trademark rights covered by paragraphs 1 and 4 hereof.

6. If any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given to it by this Agreement, the other Loan Documents (as defined in the Loan Agreement), those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located, and without limiting the generality of the foregoing, Lender may immediately, without demand for performance and without other notice (except as set forth below) to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, from time to time, in Kansas City, Missouri, or elsewhere, all or any part of the Trademarks, or any interest that Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as provided in the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other

disposition. At any such sale or other disposition, Lender or any subsequent holder of any of the Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, Assignor hereby appoints Lender as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or to transfer title in or dispose of the Trademarks to any third person. Assignor hereby ratifies all the Lender shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement.

8. At such time as Assignor shall completely satisfy all of the Obligations and Lender shall have no further obligation to advance funds or extend credit to Assignor or Jami, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks and the goodwill of the business to which each relates and all claims for infringement by third parties, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications now existing or arising after the date of this Agreement, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in any Trademarks. The expenses incurred in connection with the Trademarks shall be borne by Assignor.

10. Assignor shall have the right, with the prior written consent of Lender, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph 10.

11. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of

Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, under the Loan Documents or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this 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 Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

15. The benefit and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Missouri.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

WITNESS the execution hereof under the seal of Assignor on the day and year first above written.

ASSIGNOR:

FIXTURES MANUFACTURING CORPORATION

By:


Bruce L. Pratt, President

LENDER:

THE BOATMEN'S NATIONAL BANK OF ST. LOUIS

By:

Matthew M. Springman, Vice President

TED109.KCM/bjk

4

FIXTURES MANUFACTURING CORPORATION

TRADEMARK

REEL: 1428 FRAME: 0766

TRADEMARK
REEL: 002557 FRAME: 0155

P.12 97% 9698 127 918 21:21 9657-91-121

12. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby, under the Loan Documents or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this 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 Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

15. The benefit and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Missouri.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

WITNESS the execution hereof under the seal of Assignor on the day and year first above written.

ASSIGNOR:

JAMI, INC.

By:

Bruce L. Pratt, President

LENDER:

THE BOATMEN'S NATIONAL BANK OF ST. LOUIS

By:

Matthew M. Springman, Vice President

RCR1KP.KOM/bjk

TRADEMARK

REEL: 1428 FRAME: 0767

HUSCH EPPENBERGER

0090 421 0800

15 12:21

01/08/02

TRADEMARK

REEL: 002557 FRAME: 0156

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 16th day of January, 1996, personally appeared Bruce L. Pratt, to me known personally, and who, being by me duly sworn, stated that he is the President of Fixtures Manufacturing Corporation, a Missouri corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Bruce L. Pratt acknowledged said instrument to be the free act and deed of said corporation.

Julie Doody

Notary Public

My Commission Expires:

"NOTARY SEAL"
Julie Key Doody, Notary Public
Platte County, State of Missouri
My Commission Expires 6/3/99

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 16th day of January, 1996, personally appeared Matthew M. Springman, to me known personally, and who, being by me duly sworn, stated that he is a Vice President of The Boatmen's National Bank of St. Louis, a national banking association, and that said instrument was signed and sealed on behalf of said banking association, and said Matthew M. Springman acknowledged said instrument to be the free act and deed of said banking association.

Notary Public

My Commission Expires:

TKD106.KDM/bjt

P.13

97%

616 421 0596

12:12 9651-16-1996

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 16th day of January, 1996, personally appeared Bruce L. Pratt, to me known personally, and who, being by me duly sworn, stated that he is the President of Jami, Inc., a Kansas corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Bruce L. Pratt acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires:

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 16th day of January, 1996, personally appeared Matthew M. Springman, to me known personally, and who, being by me duly sworn, stated that he is a Vice President of The Boatmen's National Bank of St. Louis, a national banking association, and that said instrument was signed and sealed on behalf of said banking association, and said Matthew M. Springman acknowledged said instrument to be the free act and deed of said banking association.

Linda S. Nicholson

Notary Public

My Commission Expires:

March 6, 1998



5

LINDA S. NICHOLSON
NOTARY PUBLIC
ST. LOUIS, MISSOURI
COMMISSION EXPIRES MARCH 6, 1998

TRADEMARK

REEL: 1428 FRAME: 0769

BUSCH EPPENBERGER

6970 421 0898

12:15

01/10/96

013/02

SCHEDULE A

to Trademark Collateral Assignment
dated January 16, 1996, between
Fixtures Manufacturing Corporation, as Assignor, and
The Boatmen's National Bank of St. Louis, as Lender

UNITED STATES TRADEMARK CERTIFICATES

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
747,280	Astro	03/26/83
1,194,355	d chair	04/27/82
1,208,419	discovery	09/14/82
1,245,307	memory	07/12/83
1,245,308	dynametric	07/12/83
1,234,309	duraflex	07/12/83
1,254,558	designer	10/18/83
1,285,274	rio	07/10/84
1,311,123	FIXTURES FURNITURE	12/25/84
1,314,677	FORUM	01/15/85
1,330,898	FP logo	04/16/85
1,336,699	the ultimate sitting machine	05/21/85
1,396,246	flip/seat	06/03/86
1,397,683	dial-a-back	06/17/86
1,404,063	encore (chairs)	08/05/86
1,417,481	delos	11/18/86
1,417,788	contract classics	11/25/86
1,431,174	rhombus	03/03/87
1,454,280	reveal	08/25/87
1,493,144	torno (chairs)	06/21/88
1,519,862	albi	01/10/89
1,520,962	bola	01/17/89
1,532,458	romo	03/28/89
1,618,814	encore (tables)	01/23/90

TKD108.KCM/bjk

FIXTURES MANUFACTURING CORPORATION

TRADEMARK

RECORDED: 01/31/1996

REEL: 1428 FRAME: 0770

RECORDED: 08/06/2002

TRADEMARK
REEL: 002557 FRAME: 0159