

9/9/02

09-16-2002

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

REC TI



102221383

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):

Foothill Capital Corporation

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Release of Security Interest in Trademarks

Execution Date: August 9, 2002

2. Name and address of receiving party(ies)

Name: Wickes Furniture Company, Inc.

Internal

Address:

Street Address: 351 West Dundee Road

City: Wheeling State: IL Zip: 60090

- 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)

76/287392 76/286949 74/501266

B. Trademark Registration No.(s)

2152335 1915882 1986886 1382842 1111530

Additional number(s) attached Yes No

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

Name: Donna R. Gasiorowski Senior Legal Assistant to

Internal Address: Peter M. Spingola

KIRKLAND & ELLIS

Street Address: 200 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed Authorized to be charged to deposit account any over or underpayment

8. Deposit account number:

22-0440

(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.

Donna R. Gasiorowski

Name of Person Signing

Signature

9/9/02

Date

Total number of pages including cover sheet, attachments, and document: 4

38233-35-A

09/13/2002 DBYRNE 00000067 76287392

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

01 FC:481 02 FC:482

40.00 OP 175.00 OP

TRADEMARK REEL: 002581 FRAME: 0508

OFFICE OF PATENT RECORDS 2002 SEP -9 11:37 AM FINANCE SECTION

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of August 9, 2002 ("Effective Date") by and between Wickes Furniture Company, Inc., a Delaware corporation ("Grantor"), and Foothill Capital Corporation, as Collateral Agent, a California corporation ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Grant of Security Interest in United States Trademarks by and between Grantor and Grantee dated March 9, 2001 (including any amendments thereto, the "Trademark Security Agreement"), Grantor granted to Grantee a security interest in all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor (collectively, the "Marks"), including, without limitation, the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto, (ii) the goodwill of the businesses with which the Marks are associated, and (iii) all causes of action arising prior to or after the date of the Trademark Security Agreement for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Collateral").

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on April 24, 2001, at Reel 2292, Frame 0224 for the Marks; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Collateral; (iii) it has not recorded or otherwise evidenced a security interest with respect to any trademark, trademark registration, trademark application, patent or patent application owned by Grantor, other than with respect to those items set forth on Schedule A (attached hereto), in any jurisdiction throughout the world; and hereto sets forth a complete and correct list of all of the filings made by or on behalf of Grantee to record or otherwise evidence any security interest it has against the Collateral in any jurisdiction throughout the world.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

FOOTHILL CAPITAL CORPORATION

Patrick J. Norton

Name: Patrick J. Norton

Title: Vice President

Commonwealth
STATE OF Massachusetts)
) SS.
COUNTY OF Suffolk)

On this 9th day of August, 2002 there appeared before me Patrick J. Norton, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Foothill Capital Corporation.

Beth H. Tunstall

Notary Public

BETH H. TUNSTALL
NOTARY PUBLIC
My Commission Expires Sept. 9, 2006

SCHEDULE A

U.S. Registered Trademarks

Mark	Reg. No. Registered
VALUES-TO-GO	2152335 4/21/98
W DESIGN	1986886 7/16/96
DESIGNS OF THE TIMES	1915882 8/29/95
WICKES SURPRISINGLY WICKES	1382842 2/11/86
WICKES	1111530 1/16/79

Applications to Register U.S. Trademarks

Mark	Serial No. Filing Date
WICKES SURPRISINGLY WICKES	76/287392 7/18/01
WICKES	76/286949 7/18/01
DESIGNS OF THE TIMES BY WICKES	74/501266 3/17/94