

03-19-2003
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

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):
Lumber Trademark Company
3-19-03
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Merrill Lynch Capital, a division
Internal
Address: of Merrill Lynch Business *
Street Address: 222 N. LaSalle St., 16th Fl.
City: Chicago State: IL Zip: 60601
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **IL**
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: 02/26/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,031,074; 710,785
699,239; 1,042,102
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deneen Sanders, Paralegal
Internal Address: Goldberg, Kohn, et. al.
Street Address: 55 East Monroe St., Suite 3700
City: Chicago State: IL Zip: 60603

7. Total fee (37 CFR 3.41) \$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
RECEIVED OFFICE OF THE COMMISSIONER OF PATENT & TRADEMARKS DIV
MAR 19 PM 4:04

9. Signature.
Name of Person Signing: Deneen Sanders
Signature: *[Handwritten Signature]*
Date: March 18, 2003
*Financial Services Inc., as Agent
Total number of pages including cover sheet, attachments, and document: 5

03/20/2003 6TOM11 00000051 1031074
01 FC:0521 40.00 DP
02 FC:0522 75.00 DP

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

TRADEMARK
REEL: 002693 FRAME: 0352

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26th day of February, 2003 by Lumber Trademark Company, an Illinois corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Wickes Inc., a Delaware corporation ("Borrower"), and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Grantor is a wholly-owned Subsidiary of Borrower;

WHEREAS, pursuant to a certain Guaranty dated the date hereof among Grantor, GLC Division Inc. ("GLC") and Agent (the "Guaranty"), Grantor and GLC have agreed to guarantee all of the Borrower's Obligations; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Borrower, Grantor, Grantee and GLC (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement and Grantor under the Guaranty;

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement 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 Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations of the Borrower under the Credit Agreement and Grantor under the Guaranty, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the

"Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

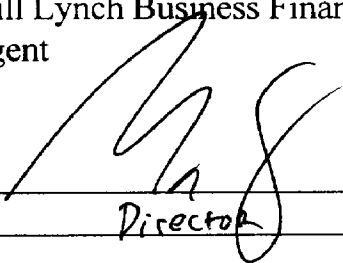
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LUMBER TRADEMARK COMPANY

By: 
Its: SVP CFO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 
Its: Director

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark</u> <u>Description</u>	<u>Serial No.</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Wickes	72-062890	699,239	June 14, 1960
Wickes	72-088277	710,785	February 7, 1961
W	73-0191144	1,042,102	June 29, 1976
W	72-415930	1,031,074	January 20, 1976

TRADEMARK APPLICATIONS

<u>Trademark Application</u> <u>Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
	None	