

04-21-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

4-16-03 RECC TF

102426070

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):

Wabash Valley Manufacturing, Inc., an Indiana corporation

- 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 Grant of Trademark Security Interest

Execution Date: 05/08/2001

2. Name and address of receiving party(ies)

Canadian Imperial Bank of Commerce, as Administrative

Name: Agent Internal Address:

Street Address: 425 Lexington Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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)

B. Trademark Registration No.(s) 1,426,591

Additional number(s) attached Yes No

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

Name: Edward A. Friedler

Internal Address:

Street Address: O'Melveny & Myers LLP 400 South Hope Street

City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Edward A. Friedler Name of Person Signing

Signature

4/16/03 Date

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

04/18/2003 LMUELLER 00000071 1426591

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

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40.00 DP

TRADEMARK REEL: 002715 FRAME: 0399

OFFICE OF RECORDS AND COMMUNICATIONS FINANCE SECTION APR 16 AM 7:35

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Wabash Valley Manufacturing, Inc., an Indiana corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, WinsLoew Furniture Inc., a Florida corporation ("**Borrower**"), has entered into a Credit Agreement dated as of May 8, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), CIBC Inc., as Swing Line Lender, Canadian Imperial Bank of Commerce, acting through one or more of its agencies, branches or affiliates as Administrative Agent (in such capacity, "**Secured Party**"), Antares Capital Corporation and Heller Financial, Inc., each as Co-Syndication Agent, and General Electric Capital Corporation, as Documentation Agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Exchangers**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 8, 2001 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrower under the Credit Agreement and the other Loan Documents and all obligations of Borrower under the Lender Hedge Agreements, including without limitation the obligation of Borrower to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 8, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

Grant of Trademark
Security Interest

LA1:930045

TRADEMARK
REEL: 002715 FRAME: 0400

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8th day of May, 2001.

WABASH VALLEY MANUFACTURING, INC.

By: Vincent Tortorici, Jr.

Vincent Tortorici, Jr.
Vice President, CFO, Secretary and/or Assistant
Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered:

<u>Mark Docket No.</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Goods</u>	<u>Owner</u>
WABASH VALLEY MANUFACTURING, INC.	1,426,591	January 27, 1987	furniture, etc.	Wabash Valley Manufacturing, Inc.

A-1

Grant of Trademark
Security Interest

LA1:930045

**TRADEMARK
REEL: 002715 FRAME: 0403**



O'MELVENY & MYERS LLP

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TYSONS CORNER
WASHINGTON, D.C.
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LONDON
SHANGHAI
TOKYO

April 16, 2003

VIA EXPRESS MAIL

Commissioner of Patents & Trademarks
Box Assignments
Washington D.C. 20231

OUR FILE NUMBER
133,020-063

WRITER'S DIRECT DIAL
(213) 430-7538

WRITER'S E-MAIL ADDRESS
efriedler@omm.com

Re: Wabash Valley Manufacturing, Inc. – Grant of Trademark Security Interest

Dear Sir or Madam:

Enclosed please find (i) an executed Recordation Form Cover Sheet; (ii) our Grant of Trademark Security Interest and attached Schedule A; (iii) our check in the amount of \$40.00 (Check No. 574479) covering the filing fee required; and (iv) a postcard to be date-stamped and returned to us as indicated.

Thank you for your assistance and please feel free to call me if you have any questions.

Very truly yours,

Edward A. Friedler
for O'MELVENY & MYERS LLP

EAF: mas

Enclosures

cc: Madelene A. Santiago (w/Encls.)

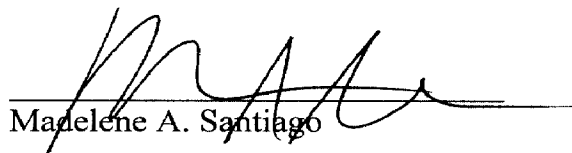
CERTIFICATE OF MAILING BY "EXPRESS MAIL"

I hereby certify that this correspondence is being deposited with the United States Postal Service as express mail (Receipt No. EL 870199545 US)

in an envelope addressed to:

Commissioner of Patent & Trademark
Box Assignments
Washington, D.C. 20231

on April 16, 2003


Madelene A. Santiago