

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
O'SULLIVAN INDUSTRIES, INC.		09/29/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	335 MADISON AVENUE, 12TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2191369	ARMORTOP
Registration Number:	1564563	CHERRYWOOD ESTATE
Registration Number:	2078021	COCKPIT
Serial Number:	78099002	DIGITAL DOCK
Registration Number:	1519854	EXECU-TECH
Registration Number:	2659521	HOME ARCHITECTURE
Registration Number:	2143365	INTELLIGENT DESIGNS
Serial Number:	78200817	MAESTRO
Serial Number:	78200845	MCCORMICK
Registration Number:	1197927	O'SULLIVAN
Serial Number:	78142535	O'SULLIVAN FURNITURE
Registration Number:	2681195	O'SULLIVAN FURNITURE
Registration Number:	2277326	POWERBAY
Registration Number:	2293150	QUICKFIT
Registration Number:	1558048	RADFORD INN

TRADEMARK

REEL: 002722 FRAME: 0437

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Serial Number:	78230741	RENEGADE
Serial Number:	78224216	STORAGEMAIID
Serial Number:	76029637	STRUCTURE
Serial Number:	78239089	TUFF DUTY
Serial Number:	78230752	WOLVERINE
Serial Number:	78217421	WORK SHIELD
Registration Number:	2179523	CARMEL VALLEY
Registration Number:	2129484	RTA TODAY
Registration Number:	2030708	MIDNIGHT SHADOWS

CORRESPONDENCE DATA

Fax Number: (212)878-8375

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 878-8000

Email: trademark.group@cliffordchance.com

Correspondent Name: CLIFFORD CHANCE US LLP

Address Line 1: 200 PARK AVENUE

Address Line 4: NEW YORK, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	100390/88
NAME OF SUBMITTER:	Christine F. Benton

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2003 (this "Trademark Security Agreement") between O'SULLIVAN INDUSTRIES, INC., a Delaware corporation ("Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "Agent") for itself and Lenders from time to time party to the Credit Agreement defined below ("Lenders").

WITNESSETH:

WHEREAS:

- (A) Grantor has entered into a Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") by and among O'SULLIVAN FURNITURE FACTORY OUTLET, INC., a Missouri corporation ("OSF"), O'SULLIVAN INDUSTRIES - VIRGINIA, INC., a Virginia corporation ("OSV"), and together with Grantor and OSF, each referred to herein individually as "Borrower" and collectively as "Borrowers"), Grantor, the other persons designated as "Credit Parties" on the signature pages thereof, the financial institutions party thereto from time to time as Lenders, and General Electric Capital Corporation as initial L/C Issuer, Lender and Agent, pursuant to which, among other things, Lenders have agreed to make a certain revolving credit facility available to Borrowers upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Agent and Lenders are willing to make the Loans to be made by Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among Grantor, the other persons party thereto as "Grantors" and Agent; and
- (D) Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

NYB 1431713.2

To secure the payment of the Obligations and all present and future obligations of Grantor (all such Obligations and other secured obligations, the "Secured Obligations") Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto, but in no event any intent to use applications relating to Trademarks for which a verified statement of use has not been filed, until such filing is made;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT**

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

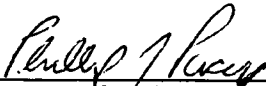
4. **TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement shall terminate on the Termination Date as defined in the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

O'SULLIVAN INDUSTRIES, INC.,
as Grantor

By: 
Name: PHILLIP S. PALEY
Title: SENIOR VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: J. Paul McDonnell, VP
Title: Duly Authorized Signatory


SIGNATURE PAGE TO O'SULLIVAN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 002722 FRAME: 0441

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 28th day of September, 2003 before me personally appeared Phillip J. Pacey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of O'Sullivan Industries, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

SHIVA A. SOOUDI
Notary Public, State of New York
No. 02800052236
Qualified in New York County
Commission Expires Feb. 20, 2007

**SCHEDULE I
TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

Mark	Status	App/Reg No.	File/Reg Date
ARMORTOP	Registered	2,191,369	9/22/98
CHERRYWOOD ESTATE	Registered	1,564,563	11/07/89
COCKPIT	Registered	2,078,021	07/08/87
DIGITAL DOCK	Pending	78/099002	12/18/01
EXECU-TECH	Registered	1,519,854	01/10/89
HOME ARCHITECTURE	Registered	2659521	12/10/02
INTELLIGENT DESIGNS	Registered	2,143,365	3/10/98
MAESTRO	Application	78/200817	01/07/03
MCCORMICK	Application	78/200845	01/07/03
O'SULLIVAN	Registered	1,197,927	05/08/78
O'SULLIVAN FURNITURE (CLASS 35)	Application	78/142535	7/10/02
O'SULLIVAN FURNITURE AND DESIGN	Registered	2,681,195	10/30/01
POWERBAY	Registered	2,277,326	09/14/99
QUICKFIT	Registered	2293150	11/16/99
RADFORD INN	Registered	1,558,048	09/26/89
RENEGADE	Application	78/230741	03/27/03
STORAGEMaid	Application	78/224216	03/11/03
STRUCTURE	Application	76/029637	04/18/00
TUFF DUTY	Application	78/239089	01/17/03
WOLVERINE	Application	78/230752	03/27/03
WORK SHIELD	Pending	78/217421	02/21/03
*CARMEL VALLEY	Registered	2179523	8/04/1998
*RTA TODAY	Registered	2129484	1/13/1998
*MIDNIGHT SHADOWS	Registered	2030708	1/14/1997

* Marks no longer in use. Registrations will be allowed to lapse.

INTERNATIONAL TRADEMARK APPLICATIONS/REGISTRATIONS

“O'SULLIVAN” - International Class 20 Registrations

Country	Application/ Registration No.	Application/ Registration Date	Status
Argentina	1.524.996	31 May 1994	Applied for renewal 19 August 2003
Australia	789670	25 August 2000	Registered; Expires 29 March 2009
Benelux	509,231	01 September 1992	Registered; Expires 13 February 2012
Canada	348,461	2 December 1988	Registered; Expires 02 December 2018
Czech Republic	175 213	11 March 1994	Registered; Expires 27 January 2012

Country	Application/ Registration No.	Application/ Registration Date	Status
Estonia	15.198	27 March 1995	Registered; Expires 27 March 2005
Europe - CTM	000037945	23 January 1998	Registered; Expires 01 April 2006
France	92 403 247	06 January 1993	Registered; Expires 29 January 2012
Germany	2033140	24 February 1993	Registered; Expires 31 January 2012
Japan	2669641	31 May 1994	Registered; Expires 31 May 2004
Latvia	M 30980	20 November 1995	Registered; Expires 27 January 2013
Lithuania	21889	08 December 1995	Registered; Expires 10 October 2013
Mexico	422,744	28 September 1992	Registered; Expires 25 March 2012
Panama	7656601	26 July 1995	Registered; Expires 26 July 2005
Paraguay	237876	20 March 1992	Registered; Expires 20 March 2012
Peru	95.920	21 February 1992	Registered; Expires 14 February 2012
Saudi Arabia	265/40	22 September 1992	Registered - Final
Slovak Republic	175 215	1995 April 24	Registered; Expires 27 January 2012
Sweden	261633	11 November 1994	Registered; Expires 10 November 2004
United Kingdom	2011778	21 February 1995	Pending
Uruguay	259.951	2 July 1993	Registered; Applied for renewal August 2003
Russia	111,251	28 May 1993	Registered; Expires 28 January 2012
Venezuela	32120	1994 06/10	Registered; Expires 7 April 2004

“O’SULLIVAN FURNITURE and Design” - International Class 20 Registrations

Country	Application/ Registration No.	Application/ Registration Date	Status
Australia	897492	30 October 2001	Registered; Expires 7 December 2011
Canada	Application No. 1124377	06 December 2001	Pending
European (CTM)	Application No. 2524395	04 January 2002	Pending
Mexico	Application No. 78090840	30 October 2001	Pending