

06-13-2003

101303

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



102472177

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):  
Shelby Williams Industries, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: 06/03/2003

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as a \*

Internal  
Address: \*Lender and as Agent

Street Address: One S. Wacker Dr., Ste. 1400

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Rhode Island
- 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) See Continuation of Part 4.

Additional number(s) attached  Yes  No

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 Street

Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41) \$ 865.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Deneen Sanders  
Name of Person Signing

*Deneen Sanders*  
Signature

June 13 2003  
Date

Total number of pages including cover sheet, attachments, and document: 20

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

06/16/2003 67011 00000045 2362921

01 FC:4521 40.00 OP  
02 FC:4522 825.00 OP

TRADEMARK  
REEL: 002752 FRAME: 0164

## Continuation of Part 4.

TRADEMARK

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
INTERSPACE	2362921	06/27/00
CHANGING THE WAY THE WORLD SITS	2308439	01/18/00
THE RATTAN & WICKER COLLECTION	2291635	11/9/99
WAFER	2270754	8/17/99
THE RATTAN & WICKER COLLECTION	2246777	05/18/99
PHILLOCRAFT	2245968	05/18/99
THE RATTAN & WICKER COLLECTION	2239898	04/13/99
THE LATTICE COLLECTION	2137698	02/17/98
THE CENTER POINT COLLECTION	2102006	09/30/97
RENAISSANCE SQUARE	1954849	02/6/96
PHILL O CRAFT	1721993	10/6/92
THE CONTRACT DESIGN CENTER	1536857	4/24/89
KING ARTHUR	1469080	12/15/87
THE CHAIR EXPRESS	1410563	9/23/86
GRIP-TEX	1385745	3/11/86
PYROSAFE	1294298	9/11/84
SHELBY WILLIAMS	1282484	6/19/84
SW	1278979	5/22/84
NEOWOOL	1269932	3/13/84
PYROGUARD	1208433	9/14/82
POW-R-PAX	1037486	4/6/76
XPANDX	1036819	3/30/76
XTENDX	840463	12/12/67
MAGNATRAX	800301	12/14/65
MAGNASTEEL	800300	12/14/65
ATOMICA	774518	8/4/64
ATOMITE	765090	2/18/64
ENGINEERED TO SERVE YOUR FUTURE	751228	6/18/63
SHELBY WILLIAMS	730793	5/1/62
THONET	543265	6/5/51
THONET BENT WOOD	433309	10/7/47
THONET BENT PLY AND DESIGN	430883	7/1/47
THONET	226806	4/19/27
NONE GIVEN	80-430833	

## COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Mortgage") made as of this 3<sup>rd</sup> day of June, 2003, by Shelby Williams Industries, Inc., a Delaware corporation, having an office at 9387 Dielman Industrial Drive, St. Louis, Missouri 63132 ("Mortgagor") in favor of Fleet Capital Corporation, a Rhode Island corporation, as a Lender and as Agent on behalf of itself and the Lenders, with an office at One South Wacker Drive, Suite 1400, Chicago, Illinois 60606 ("Mortgagee").

### W I T N E S S E T H:

WHEREAS, Mortgagor, Falcon Products, Inc. and Sellers & Josephson Inc. (together with Mortgagor, the "Borrowers"), Mortgagee, and various Lenders are parties to a certain Loan and Security Agreement of even date herewith (as from time to time amended or otherwise modified, the "Loan Agreement"), and other Loan Documents (collectively with the Loan Agreement, and as each is from time to time amended or otherwise modified, the "Financing Agreements") which Financing Agreements provide, among other things, (i) for Mortgagee and the other Lenders to, from time to time, extend credit to or for the account of the Borrowers and (ii) for the grant by Mortgagor to Mortgagee, on behalf of itself and Lenders, of a security interest in substantially all of Mortgagor's assets, including, without limitation, the copyrights, copyright agreements, copyright applications, patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and certain licenses of Mortgagor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Mortgage of Copyrights, Patents, Trademarks and Licenses. To secure the complete and timely payment and satisfaction of all of the Obligations, Mortgagor hereby grants to Mortgagee for its own benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Financing Documents of, a continuing security interest in all of its now existing and hereafter created or acquired:

(i) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit A attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with

respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(ii) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Exhibit B attached hereto and made a part hereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(iii) trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Exhibit C attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iv) all license agreements between Mortgagor and any other party with respect to any of the Copyrights or any of the Patents or any of the Trademarks or any other copyright, patent, trademark, service mark or any registration or application for registration or any other trade name or tradestyle, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof, other than license agreements which, according to their terms, may not be assigned without the prior consent of the other Person party thereto (unless such consent has been obtained) (all

of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(v) all rights corresponding to any of the foregoing throughout the world and the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

Upon the occurrence of an Event of Default, Mortgagee, on behalf of itself and Lenders, shall have the power, to the extent permitted by law, to exercise the rights and remedies of a secured party provided under the Loan Agreement, including without limitation the right to sell the Copyrights, Patents, Trademarks and Licenses.

3. Warranties, Representations and Covenants. Mortgagor warrants and represents to Mortgagee that:

(i) No material Copyright, Patent, Trademark or License has been adjudged invalid or unenforceable or, has been cancelled, in whole or in part;

(ii) Each material Copyright, Patent and Trademark is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Copyright, Patent, Trademark and License, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shoprights and covenants by Mortgagor not to sue third parties, other than Permitted Liens;

(iv) Mortgagor has no notice of any suits or actions commenced or threatened with respect to any of the Copyrights, Patents, Trademarks or Licenses, except for those that could not reasonably be expected to have a Material Adverse Effect;

(v) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms;

(vi) No material License restricts the ability of Mortgagor to pledge, mortgage and assign such License as contemplated by this Mortgage, except as disclosed on Schedule 1 hereto; and

(vii) Mortgagor has no notice of any infringement or unauthorized use presently being made of any of the material Copyrights, Patents, Trademarks or Licenses which would reasonably be expected to materially adversely affect the fair market value of the Copyrights, Patents, Trademarks or Licenses or the benefits to Mortgagee of this Mortgage, including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Mortgagee hereunder.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated (the "Loan Agreement Termination"), except for sales and other dispositions permitted by the Loan Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license under, any Copyright, Patent, Trademark or License, or enter into any other agreement with respect to any Copyright, Patent, Trademark or License which is inconsistent with the obligations under this Mortgage. Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Copyrights, Patents, Trademarks, and Licenses. Mortgagor represents and warrants that the Copyrights, Patents, Trademarks and Licenses listed on Exhibits A, B, C and D, respectively, constitute all of the United States registered Copyrights, United States registered Patents and United States registered Trademarks now owned by, and Licenses granted by or to, Mortgagor. If, before the Loan Agreement Termination, Mortgagor shall (i) become aware of any existing Copyrights, Patents, Trademarks or Licenses of which Mortgagor has not previously informed mortgagee; (ii) obtain rights to any new Copyrights, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Copyrights, Patents, Trademarks or Licenses or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such (registered or unregistered) Copyrights, Patents, Trademarks and Licenses.

6. Royalties; Term. The term of the security interests/mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Copyrights, Patents, Trademarks and Licenses encumbered hereunder, and (ii) the Loan Agreement Termination. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Copyrights, Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to Mortgagor.

7. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon the Loan Agreement Termination, Mortgagee shall take such actions as may be necessary or proper to terminate and release its security interest/mortgage in the Copyrights, Patents, Trademarks, and Licenses created hereby and pursuant to the Financing Agreements, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of

any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Copyrights, Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Copyrights, Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on written demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then applicable rate for Base Rate Portions as set forth in the Loan Agreement.

9. Duties of Mortgagor. Mortgagor shall have the duty, in each case as commercially reasonable (i) to file and prosecute diligently any material copyright, patent, trademark or service mark applications pending as of the date hereof or thereafter until the Loan Agreement Termination, (ii) to make application on material uncopyrighted but copyrightable works, on material unpatented but patentable inventions and on material trademarks and service marks, as appropriate, (iii) to preserve and maintain all rights in the Copyrights, Patents, Trademarks and Licenses and (iv) to ensure that the Copyrights, Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 9 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a copyright, patent, trademark or service mark application, or abandon any material Copyright, Patent, Trademark or License, without the written consent of Mortgagee. If Mortgagor fails to comply with any of the foregoing duties, Mortgagee may perform said duties in Mortgagor's name, to the extent permitted by law. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, except to the extent that the failure to perform any of the following would not reasonably be expected to have a Material Adverse Effect, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment exercised in a commercially reasonable manner, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks. Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses of Mortgagee, including attorney's fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 9.

10. Mortgagee's Right to Sue. During the continuance of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee, including attorneys' fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing among Mortgagor, Mortgagee and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee or

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

12. Severability. The provisions of this Mortgage 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 Mortgage in any jurisdiction.

13. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Copyrights, Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuation of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of any or all of the Copyrights, Patents, Trademarks and Licenses, or (ii) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee reasonably deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Copyrights, Patents, Trademarks or Licenses to any Person, or (v) take any other actions with respect to any or all of the Copyrights, Patents, Trademarks and Licenses as Mortgagee reasonably deems to be in its best interests. Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Loan Agreement Termination. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee or Lenders or their respective successors transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Copyrights, Patents, Trademarks or Licenses may be located.



15. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee and Lenders, their successors, nominees and assigns.

16. GOVERNING LAW. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

17. CONSENT TO FORUM AND WAIVERS. TO INDUCE MORTGAGEE AND LENDERS TO MAKE THE LOANS, AS EVIDENCED BY THE LOAN AGREEMENT AND THIS AGREEMENT, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT OR ANY DOCUMENTS EXECUTED IN CONNECTION HEREWITH, SHALL BE SUBJECT TO LITIGATION THE SUPERIOR COURT OF COOK COUNTY, ILLINOIS OR, AT MORTGAGEE'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS. MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS SECTION. MORTGAGOR AND MORTGAGEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. MORTGAGOR FURTHER WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGEE.


18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement, except to the extent that such representations and warranties relate solely to an earlier date.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

**SHELBY WILLIAMS INDUSTRIES, INC.**

By   
Title VP, CFO

AGREED AND ACCEPTED THIS  
3<sup>rd</sup> day of June, 2003.

**FLEET CAPITAL CORPORATION,**  
as Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

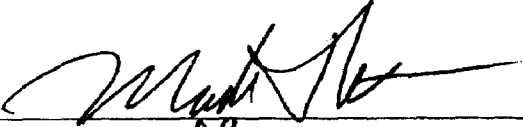
IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

**SHELBY WILLIAMS INDUSTRIES, INC.**

By \_\_\_\_\_  
Title \_\_\_\_\_

AGREED AND ACCEPTED THIS  
3<sup>rd</sup> day of June, 2003.

**FLEET CAPITAL CORPORATION,**  
as Agent

By  \_\_\_\_\_  
Title VP

**EXHIBIT A**

**COPYRIGHT REGISTRATIONS**

Shelby Williams tables, booths & office furniture	TX-4-215-369
Shelby Williams super savings on contract quality rattan dining chairs/desk chairs	TX-4-246-194
Focusing on design—Shelby Williams transitional seating for the new century and beyond	TX-4-322-168
Shelby Williams banquet chair classics for the new century and beyond	TX-4-340-441
Shelby Williams national stack chair campaign '96	TX-4-413-900
Lamm L1000: the chair with the Isoflex contour zone/chair designed by aPaolo Orlandini & Roberto Lucci	TX-4-442-423
Golf: Thonet	TX-4-628-822
King Arthur function room furniture	TX-4-685-211
Contemporary metal & wood	TX-4-776-983
Introducing Shelby Williams stack chair carriers	TX-4-949-720
Wafer collection	TX-4-949-721
Shelby Williams executive 2000 series	TX-4-982-684
Pamplona brochure	TX-4-990-296
The premier aluminum action back stacking series	TX-5-303-827
Shelby Williams contract furnishings	TX-5-305-605
Casino seating: changing the way the world sits	TX-5-319-977
Casino seating: changing the way the world sits	TX-5-391-978
We seat the world, superbly]	VA-842-431
Contemporary wood collection advertisement	VA-1-088-111
Acadia	VA-1-124-766
Thonet	CSN 0129263 PERIOD 99-2
Shelby Williams 10 plus program	TX-4-135-935
Shelby Williams seating catalog	TX-4-135-936
Shelby Williams chairexpress catalog; 1994 edition	TX-4-135-953
Shelby Williams traditional wood catalog; 1994 edition	TX-4-138-080

Shelby Williams advertisement collection	TX-4-197-841
Shelby Williams bistro & food court seating; 1993 edition	TX-4-197-842
Shelby Williams rattan & wicker catalog; 1994 edition	TX-4-197-843
Shelby Williams tables, booths & office furniture	TX-4-125-369
Shelby Williams advertisement collection	TX-4-236-703
Shelby Williams advertisement collection	TX-4-236-704
Shelby Williams 1995 metal finish sheets advertisements	TX-4-253-914
Shelby Williams General Services Administration federal supply schedule catalog	TX-4-253-915
Shelby Williams banquet, conference center & function room furnishings	TX-4-266-300
Shelby Williams the chateau collection	TX-4-267-144
Shelby Williams wood finishes brochure (1995 advertisement)	TX-4-285-009
Shelby Williams rattan & wicker catalog (1992 edition)	TX-4-286-942
Shelby Williams rattan & wicker catalog	TX-4-322-485
NAFEM show specials advertisements	TX-4-377-517
Focusing on design-Shelby Williams banquet seating (1995advertisement)	TX-4-377-518
Aluminum banquet chair classics advertisement	TX-4-377-519
The Selby Williams soft touch collection	TX-4-408-062
Shelby Williams national stack chair campaign '96	TX-4-413-982
Shelby Williams international collection (1995 catalog)	TX-4-416-231
Shelby Williams LAMM L1000 brochure	TX-4-438-273
The best of contemporary wood	TX-4-479-072
Introducing the cent point collection	TX-4-504-670
Shelby Williams advertisement collection	TX-4-636-795
Introducing the "brute" chair	TXn-4-636-796
Shelby Williams contemporary wood & metal collection (1993 edition)	TX-4-636-797
Shelby William LAMM L1000 magazine advertisement	TX-4-776-423
Focusing on design—Shelby Williams traditional seating for the new century and beyond (1996 advertisement)	VA 784-063

Focusing on design—Shelby Williams rattan & wicker seating for the new century and beyond (1996 advertisement)	VA 784-064
We seat the world (Sea Porch Café) advertisement	VA 838-165
We seat the world (Starbucks store) advertisement	VA 838-166
TRANS BROCHURE	
Versailles II, aluminum chair brochure	
ACADIA BROCHURE	
Metal & wood stacking chair classics	
Introducing stack chair carriers	
PIUMA BROCHURE	
Healthcare furniture solutions supplement 1998	

**EXHIBIT B****PATENTS**

Molded Foam Spring Seat	09-792365	05/20/03
Ganging Chair	D443995	06/26/01
Flip-Top Display for Wall and Floor Covering Samples	D433838	11/21/00
Stacking Chair	D433836	11/21/00
Stacking Bar Stool with Vertical Back	D433830	22/12/00
Stacking Bar Stool with Horizontal Back	D433829	11/21/00
Chair Trim Extrusion	D433587	11/14/00
Stack Seat with Vertical Back	D431725	10/10/00
Stack Seat with Horizontal Back	D431385	10/03/00
Stacking Bar Stool with X Back	D420821	02/22/00
Chair Trim	D417567	12/14/99
Leg Over Leg Ganging Chair	D413207	08/31/99
Ganging Chair	D413029	08/24/99
Chair Back	D401453	11/24/98
Chair Frame	D380909	07/15/97
Chair/Stool Back	D377726	02/04/97
Two-Tier Service Table	D372817	08/20/96
Chair Frame	D371010	06/25/96
Chair Back	D367984	03/19/96
Chair Back	D367789	03/19/96
Swivel Mechanism for Rotating Chair or Stool Seat	D367789	03/12/96
Chair Back	D366793	02/06/96
Ganging Mechanism for Chairs	D363658	10/31/95
Backrest for Chair	D341045	11/09/93
Chair	D333044	02/09/93
Tubular Arm Chair	D306237	02/27/90
Chair	D286589	11/11/86
Table	D282613	02/18/86
Chair	D282606	02/18/86
A Seat	D279628	07/16/85
Table	D278774	05/14/85
Arm Rest	D277916	03/12/85
An Armchair	D277346	01/29/85
Ottoman	D273351	04/10/84

Chair	D271543	11/29/83
Arm Chair	D260826	09/22/81
Seat Spring System	6406096	06/18/02
Stackable Side-by-Side Ganging Chair	6206469	03/27/01
Stackable Leg-Over-Leg Ganging Chair	6106061	08/22/00
Stackable Chair	5997084	12/07/99
Stackable Chair and Associated Stacking Support Assembly	5762396	06/09/98
Chair Frame and Associated Chair Framing Material	5564787	10/15/96
Quick Release Anchoring System for a Seat Assembly	5542748	08/06/96
Stacking Interface Device for Chairs	5524963	06/11/96
Adjustable Length Support Base for a Seat Assembly	5409296	04/25/95
Wheel Lifting Assembly for Mobile Folding Stage Unit	5392718	02/28/95
Ganging Mechanism and Stacking Bar Assembly for Stacking Chairs	5282669	02/01/94
Knockdown Article Furniture	5277476	01/11/94
Folding Multi-Pot Holder	5273168	12/28/93
Bumper Edge Guard for Upholstered Seating Furniture	5271662	12/21/93
Bumper Edge Guard for Upholstered Seating Furniture Having a Core Member	5248186	09/28/93
Interaction-High Density Stacking Chair	5123702	06/23/92
Bumper Edge Guard for Upholstered Seating Furniture	5118162	06/02/92
Detachable Anchoring Device for a Seat Assembly	5102192	04/07/92
Reinforced Flexible Backrest Assembly for a Chair	5039163	08/13/91
Flexible Backrest Assembly for a Chair	4869552	09/26/89
Transfer Table System	4759677	07/26/88
Seat with Removable Cushions	4755000	07/05/88
Mobile Air-Equipped Transfer Table and Method of Use	4747329	05/31/88
Air Equipped Table	4702664	10/27/87
Chair with Articulated, Flexible Spring Backrest	4603904	08/05/86
Wedge Die for Producing Bent Plywood	4484609	11/27/84
Backrest Height Adjustment for Office Chair	4451084	05/29/84
Seating Spring Assembly and Method	4415147	11/15/83
Task Lighting System	4254449	03/03/81



Space Divider and Acoustic Panel	4214646	07/29/80
Task Lighting system with Angularly-Displaced Fluorescent Tubes	4161767	07/17/79
Knock-Down Upholstered Furniture	3799611	03/26/74
Stacking Chair Glider Attachment	3755853	09/04/73
Cast-Aluminum Stack Chair	3610686	10/05/71

EXHIBIT C

TRADEMARK

INTERSPACE	2362921	06/27/00
CHANGING THE WAY THE WORLD SITS	2308439	01/18/00
THE RATTAN & WICKER COLLECTION	2291635	11/9/99
WAFER	2270754	8/17/99
THE RATTAN & WICKER COLLECTION	2246777	05/18/99
PHILLOCRAFT	2245968	05/18/99
THE RATTAN & WICKER COLLECTION	2239898	04/13/99
THE LATTICE COLLECTION	2137698	02/17/98
THE CENTER POINT COLLECTION	2102006	09/30/97
RENAISSANCE SQUARE	1954849	02/6/96
PHILL O CRAFT	1721993	10/6/92
THE CONTRACT DESIGN CENTER	1536857	4/24/89
KING ARTHUR	1469080	12/15/87
THE CHAIR EXPRESS	1410563	9/23/86
GRIP-TEX	1385745	3/11/86
PYROSAFE	1294298	9/11/84
SHELBY WILLIAMS	1282484	6/19/84
SW	1278979	5/22/84
NEOWOOL	1269932	3/13/84
PYROGUARD	1208433	9/14/82
POW-R-PAX	1037486	4/6/76
XPANDX	1036819	3/30/76
XTENDX	840463	12/12/67
MAGNATRAX	800301	12/14/65
MAGNASTEEL	800300	12/14/65
ATOMICA	774518	8/4/64
ATOMITE	765090	2/18/64
ENGINEERED TO SERVE YOUR FUTURE	751228	6/18/63
SHELBY WILLIAMS	730793	5/1/62
THONET	543265	6/5/51
THONET BENT WOOD	433309	10/7/47
THONET BENT PLY AND DESIGN	430883	7/1/47
THONET	226806	4/19/27
NONE GIVEN	80-430833	

**EXHIBIT D**

Licenses

**SCHEDULE 1**

**Non-Assignable Licenses**