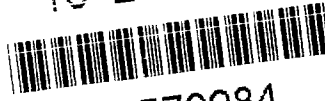


10-21-2003

10-16-03 RECORDED



102579284

To the Honorable Commissioner of Patents and Trademarks

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lehman Commercial Paper, Inc.

- Individual(s)
- General Partnership
- Corporation (State- New York)
- Other

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

2. Name and Address of receiving party(ies)

Names: O'Sullivan Industries, Inc. (Delaware corp) and
O'Sullivan Industries Virginia, Inc. (Virginia corp.)

Address: 1900 Gulf Street, Lamar, Missouri 64759

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporations (States - Delaware and Virginia)
- 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
- Security Agreement
- Other Release/Relinquishment of Security Interest

Execution Date: September 29, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s): See attached schedule

Additional numbers attached? Yes No

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

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41)..... \$ 315.00

Check enclosed

Additional fees authorized to be charged to Deposit Account 111098

8. Deposit Account No.

(Attach duplicate copy of this page if paying by deposit account)

10/20/2003 DBYRNE 00000069 2191369

01 FC:8521 40.00 DP
02 FC:8522 275.00 DP

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.

Hayley M. Smith
Name of Person Signing

Hayley Smith
Signature

10/16/03
Date

OCT 16 AM 8:03
OPR/FINANCE

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

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

SCHEDULE TO RECORDATION COVER SHEET

| 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 |
| EXECU-TECH | Registered | 1,519,854 | 01/10/89 |
| INTELLIGENT DESIGNS | Registered | 2,143,365 | 3/10/98 |
| O'SULLIVAN | Registered | 1197927 | 6/15/82 |
| POWERBAY | Registered | 2,277,326 | 09/14/99 |
| QUICKFIT | Registered | 2293150 | 11/16/99 |
| RADFORD INN | Registered | 1,558,048 | 09/26/89 |
| CARMEL VALLEY | Registered | 2179523 | 8/04/1998 |
| RTA TODAY | Registered | 2129484 | 1/13/1998 |
| MIDNIGHT SHADOWS | Registered | 2030708 | 1/14/1997 |

**NOTICE OF RELINQUISHMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS**

THIS NOTICE OF RELINQUISHMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS ("Agreement"), dated as of September 29 , 2003, is made in favor of O'SULLIVAN INDUSTRIES, INC., a Delaware corporation, and O'SULLIVAN INDUSTRIES VIRGINIA, INC., A Virginia corporation (individually and collectively, "Grantor") by LEHMAN COMMERCIAL PAPER INC., as Administrative Agent for the benefit of the Lenders under that certain Credit Agreement, dated November 30, 1999 (as amended, supplemented, replaced, or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein shall have the meanings given such terms in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor have executed and delivered a Guarantee and Collateral Agreement dated as of November 30, 1999 in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"), and an Intellectual Property Security Agreement dated November 30, 1999 ("IP Security Agreement") which was recorded with the United States Patent and Trademark as follows:

Trademarks: Recorded December 2, 1999
at Reel/Frame 2002/477

Patents: Recorded December 6, 1999
at Reel/Frame 10444/514; and


WHEREAS, the Administrative Agent has duly authorized the execution, delivery and performance of this Agreement, which purpose is to give notice of the relinquishment of security interest in the Intellectual Property Collateral granted in favor of the Administrative Agent, for the benefit of the Lenders, including but not limited to the Intellectual Property Collateral attached hereto as Schedule A.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent, on its own behalf and on behalf of Lenders, hereby releases the security interest in the Intellectual Property Collateral, including the Intellectual Property Collateral listed on Schedule A hereto.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers there unto duly authorized as of the day and year first above written.

**LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent**

By 
Name: Francis Chang
Title: Vice President

Acknowledged and Agreed:

O'SULLIVAN INDUSTRIES, INC.

By _____
Name:
Title:

O'SULLIVAN INDUSTRIES VIRGINIA, INC.

By _____
Name:
Title:

SCHEDULE A

US TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark | Status | App/Reg No. | File/Reg Date |
|--------------------------|-------------|-------------|---------------|
| ARMORTOP | Registered | 2,191,369 | 9/22/98 |
| BUENA VISTA | Registered | 1,843,668 | 07/05/94 |
| CARMEL VALLEY | Registered | 2,179,523 | 08/04/98 |
| CHERRYWOOD ESTATE | Registered | 1,564,563 | 11/07/89 |
| COCKPIT | Registered | 2,078,021 | 07/08/87 |
| DURAFIN | Registered | 1,988,541 | 07/23/96 |
| EXECU-TECH | Registered | 1,519,854 | 01/10/89 |
| EZ RTA * | Registered | 1,820,877 | 02/08/94 |
| ID (AND DESIGN) | Application | 75/396003 | 11/25/97 |
| INCREDIBLE ACCESSORIES | Registered | 2,004,888 | 10/01/96 |
| INCREDIBLE ACCESSORIES | Registered | 2,014,225 | 11/05/96 |
| INCREDIBLE COMPONENTS | Registered | 1,960,779 | 03/05/96 |
| INTELLIGENT DESIGNS | Registered | 2,143,365 | 3/10/98 |
| KIDS TOWN | Registered | 2,012,808 | 10/29/96 |
| KINGSPORT COLLECTION * | Registered | 1,827,496 | 3/22/94 |
| MIDNIGHT SHADOWS | Registered | 2,030,708 | 01/14/97 |
| MISTY SHADOWS | Registered | 1,627,166 | 12/11/90 |
| NEW HAVEN | Registered | 1,901,230 | 06/20/95 |
| PERIOD & DESIGN * | Registered | 1,751,843 | 02/09/93 |
| PLEASANT HILL COLLECTION | Registered | 1,928,604 | 10/17/95 |
| POWERBAY | Pending | 75/400,018 | 12/04/97 |
| QUICK FIT | Pending | 75/269,973 | 04/07/97 |
| RADFORD INN | Registered | 1,558,048 | 09/26/89 |
| RTA TODAY | Registered | 2,129,484 | 01/13/98 |
| WOODLAND HILLS | Registered | 1,935,945 | 11/14/95 |

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| Mark | Status | App/Reg No. | File/Reg Date |
|-----------------------|------------|-------------|---------------|
| WOODMONT COLLECTION * | Registered | 1,817,952 | 01/25/94 |
| XPRESSIONS | Pending | 75/566,643 | 10/07/98 |
| XPRESSIONS | Pending | 75/566/625 | 10/07/98 |
| O'SULLIVAN | Registered | 1,197,927 | 06/15/82 |

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

FOREIGN TRADEMARK APPLICATIONS/REGISTRATIONS

| Country | Mark | App/Reg No. | File/Reg Date | Status |
|----------------|------------|-------------|---------------|------------|
| Argentina | O'SULLIVAN | 1,524,996 | 05/31/94 | Registered |
| Australia | O'SULLIVAN | N/A | Newly filed | Pending |
| Benelux | O'SULLIVAN | 509,231 | 09/01/92 | Registered |
| Benelux | DURAFIN | 593,890 | 03/05/96 | Registered |
| Bolivia | O'SULLIVAN | C-53472 | 07/02/92 | Registered |
| Canada | O'SULLIVAN | 348,461 | 12/02/88 | Registered |
| Canada | COCKPIT | 474,323 | 04/08/97 | Registered |
| Canada | DURAFIN | 481,153 | 08/21/97 | Registered |
| Czech Republic | O'SULLIVAN | 175,213 | 03/11/94 | Registered |
| Estonia | O'SULLIVAN | 15,198 | 03/27/95 | Registered |
| Europe (CTM) | O'SULLIVAN | 37,945 | 01/23/98 | Registered |
| Europe (CTM) | DURAFIN | 37,929 | 01/05/98 | Registered |
| France | O'SULLIVAN | 92,403,247 | 01/28/92 | Registered |
| France | COCKPIT | 98,763,891 | 04/01/96 | Registered |
| Germany | O'SULLIVAN | 2,033,140 | 02/24/93 | Registered |
| Japan | O'SULLIVAN | 2,669,641 | 05/31/94 | Registered |
| Kuwait | O'SULLIVAN | 23,914 | 10/27/93 | Registered |
| Latvia | O'SULLIVAN | M 30980 | 11/20/95 | Registered |
| Lithuania | O'SULLIVAN | 21889 | 07/16/96 | Registered |
| Mexico | O'SULLIVAN | 422,744 | 09/28/92 | Registered |

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| Country | Mark | App/Reg No. | File/Reg Date | Status |
|-----------------|------------|-------------|---------------|------------|
| Mexico | DURAFIN | 527,628 | 06/04/96 | Registered |
| Mexico | COCKPIT | 532,979 | 06/04/96 | Registered |
| Panama | O'SULLIVAN | 076566 | 07/26/95 | Pending |
| Paraguay | O'SULLIVAN | 152581 | 03/20/92 | Registered |
| Peru | O'SULLIVAN | 95.020 | 02/21/92 | Registered |
| Saudi Arabia | O'SULLIVAN | 265/40 | 09/22/92 | Registered |
| Slovak Republic | O'SULLIVAN | 175,215 | 04/24/95 | Registered |
| South Korea | O'SULLIVAN | 258,872 | 02/26/93 | Registered |
| Spain | O'SULLIVAN | 1,694,708 | 11/05/92 | Registered |
| Sweden | O'SULLIVAN | 261,633 | 11/11/94 | Registered |
| United Kingdom | O'SULLIVAN | 2,011,778 | 02/21/95 | Registered |
| United Kingdom | COCKPIT | 2,175,587 | 04/01/96 | Registered |
| Uruguay | O'SULLIVAN | 259,951 | 07/02/97 | Registered |
| USSR | O'SULLIVAN | 111,251 | 05/28/93 | Registered |
| Venezuela | O'SULLIVAN | N/A | 06/01/94 | Registered |

US PATENT APPLICATIONS/REGISTRATIONS

| Patent Name | Serial/Patent No. | File/Grant Date |
|---|-------------------|-----------------|
| Drawer Slide (System for Assembling Furniture) | 5,457,867 | 10/17/95 |
| La-Mar Tester (System & Method for Measuring the Mar Resistance of Materials) | 5,804,706 | 9/8/98 |
| Router Pod (Vacuum Pod Support System) | 5,853,169 | 12/29/98 |
| Videotape Storage Mechanism | 60/104,066 | Filed 10/13/98 |
| Armoire | Des 083, 907 | 02/19/98 |
| Cockpit (Corner Computer Workstation) | Des 386,015 | 11/11/97 |
| Cockpit (Corner Computer Workstation) | Des 391, 415 | 3/3/98 |
| Cockpit (Corner Computer Workstation) | Des 381,222 | 07/22/97 |
| Cockpit (Corner Computer Workstation) | Des 381,530 | 7/29/97 |

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| Patent Name | Serial/Patent No. | File/Grant Date |
|---|-------------------|--|
| Cockpit (Corner Computer Workstation) | Des 382,419 | 8/19/97 |
| Workcenter (Desk) | Des 359,401 | 06/20/95 |
| Workcenter (Desk) | Des 330,126 | 10/13/92 |
| Method and Structure for Joining of Substantially Rigid Parts Together ** | 4,966,421 | Issued 10/03/90 Re-Exam 04/06/93 (No. B14966421) |
| Method of and Structure for the Joining of Substantially Rigid Parts ** | 4,883,331 | Issued 11/28/89 Re-Exam 04/06/93 (No. B14883331) |
| Detachable Connector for Structural Members and Method of Installation ** | 4,353,663 | 10/12/82 |

** No longer in use. Maintenance fees will not be paid allowing patents to lapse.

FOREIGN PATENT APPLICATIONS/REGISTRATIONS

| Country | Patent Name | Serial/Patent No. | File/Grant Date |
|----------------|-------------|-------------------|-----------------|
| Canada | Cockpit | 81,852 | 09/26/97 |
| United Kingdom | Cockpit | 2,064,936 | 08/26/97 |
| France | Cockpit | 476,016-476,022 | 10/97 |

COPYRIGHTS

None

TRADE SECRETS

None

LICENSES

License Agreement between Metamorphosis Design & Development, Inc. and O' Sullivan Industries, Inc. effective as of June 1, 1995

License Agreement between Nova Solutions, Inc. and O'Sullivan Industries, Inc. effective May 28, 1996

Designer Agreement between Joan Eisen and O' Sullivan Industries, Inc. effective January 1, 1996

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RECORDED: 10/16/2003

TRADEMARK
REEL: 002847 FRAME: 0360