

10-23-2003

10-2303



102581974

Tab settings

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):

Hillsdale Furniture LLC  
3901 Bishop Lane  
Louisville, Kentucky 40218

- Individual(s)
  - General Partnership
  - Corporation-State:
  - Other LLC
- Association
  - Limited Partnership

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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 15, 2003

2. Name and address of receiving party(ies):

Name: LaSalle Business Credit, LLC

Internal Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other LLC - Financial Institution

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.(s)

SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

79221211

Additional numbers attached?  Yes  No

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

Name: Federal Research Corporation

Internal Address: \_\_\_\_\_

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: \_\_\_\_\_

3

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$ 90<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

10/24/2003 6TON11 00000013 78221211

DO NOT USE THIS SPACE

01 FC:8521  
02 FC:8522

40.00 OP  
50.00 OP

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

Matt McAlpine, Esq.  
Name of Person Signing

[Signature]  
Signature

10/20/03  
Date

Total number of pages including coversheet, attachments and document: \_\_\_\_\_

4

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated October <sup>15</sup>, 2003, by and between Hillsdale Furniture LLC and LaSalle Business Credit, LLC, as Agent.

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Hillstreet	78-221,211	March 4, 2003
Hillsdale House, Ltd.	75-515,435	July 8, 1998
Fashionable Function	75-758,146	July 22, 1999

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, Hillsdale Furniture LLC, a limited liability company formed under the laws of Delaware, located at 3901 Bishop Lane, Louisville, Kentucky 40218 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to LaSalle Business Credit, LLC ("LaSalle") and various other financial institutions (collectively, "Lenders") and LaSalle as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated as of the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated as of the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

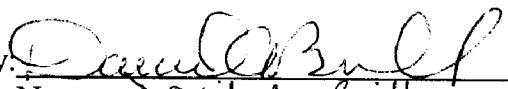
WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Liabilities as defined in the Agreements and in accordance with the terms and provisions thereof.

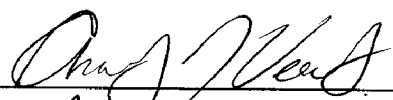
Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
October 15, 2003

HILLSDALE FURNITURE LLC

By:   
Name: David A. Brill  
Its: COO

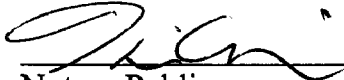
LASALLE BUSINESS CREDIT, LLC, as  
Agent

By:   
Name: Anthony J. Veith  
Its: Senior Vice President

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

On this 15th day of October, 2003, before me personally came David A. Brill, to me known, who, being by me duly sworn, did depose and say that s/he is the Chief Operating Officer of Hillsdale Furniture LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said company.

KEVIN MICHAEL EISENBERG  
NOTARY PUBLIC, State of New York  
No. 02E16026894  
Qualified in Kings County  
Commission Expires July 19, 2005

  
\_\_\_\_\_  
Notary Public

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

On this 15th day of October 2003, before me personally came Anthony J. Veith, to me known, who, being by me duly sworn, did depose and say that s/he is the Senior Vice President of LaSalle Business Credit, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the members of said company.

KEVIN MICHAEL EISENBERG  
NOTARY PUBLIC, State of New York  
No. 02E16026894  
Qualified in Kings County  
Commission Expires July 19, 2005

  
\_\_\_\_\_  
Notary Public