

11-19-2003



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

RE

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.

11-19-03

1. Name of conveying party(ies):

Fleet Capital Corporation

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

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

2. Name and address of receiving party(ies)

Name: Veneman Furniture, Inc.

Internal Address:

Street Address: 5 Marconi

City: Irvine State: CA Zip: 92618

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California 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 Merger Security Agreement Change of Name Other Release of Security Interest

Execution Date: 11/17/2003

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

A. Trademark Application No.(s) 75-616,447

B. Trademark Registration No.(s) n/a

Additional number(s) attached Yes No

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

Name: Federal Research Co., LLC

Internal Address:

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

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.

Julie Cravitz Name of Person Signing

Julie Cravitz Signature

Nov. 18, 2003 Date

Total number of pages including cover sheet, attachments, and document: 4

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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TRADEMARK REEL: 002865 FRAME: 0707

RELEASE OF SECURITY INTEREST
IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is entered into with reference to the Trademark and Patent Security Agreement (the "Agreement"), dated as of November 7, 2001, is entered into by and between VENEMAN FURNITURE, INC., a California corporation ("Debtor"), having an office at 5 Marconi, Irvine, California 92618, and FLEET CAPITAL CORPORATION, a Rhode Island corporation, in its capacity as agent for the Lenders referred to below ("Secured Party"), having an office at 15260 Ventura Boulevard, Suite 400, Sherman Oaks, California 91403, and duly recorded on November 21, 2001, at Trademark Reel 002397, Frame 0489, in the United States Patent and Trademark Office, and pursuant to which Debtor assigned and granted to Secured Party a security interest in and to all of Debtor's right, title and interest in and to certain trademarks and trademark applications, including without limitation those trademarks specifically listed on Schedule A attached hereto (the "Released Marks"); with reference to the following facts:

RECITALS

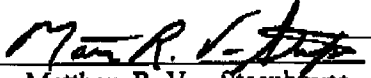
- A. Debtor and Secured Party are parties to the Loan and Security Agreement, dated as of November 7, 2001, as amended (collectively, the "Loan Agreement"), pursuant to which the Lenders have provided the Borrower with certain credit facilities.
- B. In connection with the Loan Agreement, Debtor and Secured Party also entered into the Agreement.
- C. Debtor has proposed to sell all its assets, other than its existing accounts receivable, including its intellectual property to The Veneman Group, Inc., a California corporation (the "Buyer").
- D. Secured Party is willing to release its security interest in the Released Marks to facilitate the sale of Debtor's assets to Buyer.

AGREEMENT

Secured Party hereby releases, retransfers and reassigns to Debtor, without representation or warranty of any kind, express or implied, all of Secured Party's right, title and interest in and to the Released Marks and the goodwill associated therewith. Secured Party's execution or delivery of this instrument does not constitute a waiver or release of any indebtedness or other obligation on the part of Debtor.

IN WITNESS WHEREOF, Secured Party has executed this Release as of November 17, 2003.

FLEET CAPITAL CORPORATION

By: 
Matthew R. Van Steenhuyse
Senior Vice President

Schedule A

Released Marks

Registration/Application No.

VENEMAN

75/616,447