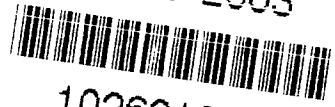


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Tennenbaum Capital Partners, LLC

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

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

2. Name and address of receiving party(ies)  
Name: Bretlin, Inc.  
Internal  
Address: PO Box 12542

Street Address: 380 S. Industrial Blvd  
City: Calhoun State: GA Zip: 30703

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Georgia  
 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: 11/10/2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) See attached  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Brennan S. Neville  
 Internal Address: Columbia Insurance Company  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 3024 Harney Street  
 \_\_\_\_\_  
 City: Omaha State: NE Zip: 68131

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$ 315.00  
 Enclosed  
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

9. Signature.

Brennan S Neville      Bren Neville      11/26/2003  
 Name of Person Signing      Signature      Date

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

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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40.00 00

02 FC: 8522

275.00 00

TRADEMARK REEL: 002880 FRAME: 0056

**EXHIBIT A**

**TRADEMARKS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Artist Originals	USA	1995375	08-20-1996
Bretlin	USA	1667701	12-10-1991
Carriage Carpets & Design	USA	1237477	05-10-1983
Fuzzmaster	USA	1544574	06-20-1989
New Oasis	USA	1170350	09-22-1981
Carriage Carpets - Quality You Can Stand On	USA	2014447	11-05-1996
Special Carpet for Special Places	USA	2047525	03-25-1997
Staintech	USA	1856827	10-04-1994
Tower Carpets & Design	USA	1251771	09-20-1983
Veelok	USA	1689133	05-26-1992
Veelok with stylized letters	USA	2137206	02-17-1998
Suntron	USA	1564725	11-07-1989

**TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
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**RELEASE OF TRADEMARK SECURITY INTEREST**

**WHEREAS**, by that certain Trademark Security Agreement, dated March 12, 2003, Bretlin, Inc. ("**Bretlin**") granted to Tennenbaum Capital Partners, LLC, as Collateral Agent ("**Agent**"), a security interest in (a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; (b) the goodwill of Bretlin's business connected with and symbolized by the foregoing; and (c) all proceeds of the foregoing (collectively the "**Trademarks**"), for the purpose of securing the payment to the Purchasers (as defined in the Trademark Security Agreement), of the indebtedness described in said Trademark Security Agreement; and


**WHEREAS**, in consideration of the payment in full of Bretlin's indebtedness to Agent and Purchasers, Agent is willing to release its security interest with respect to the Trademarks;

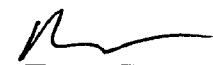
**NOW, THEREFORE**, in consideration of the foregoing and other consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned Tennenbaum Capital Partners, LLC, as Collateral Agent, hereby does release (without recourse, representation or warranty) its security interest in and to the Trademarks and authorizes and directs that the same be discharged as of record.

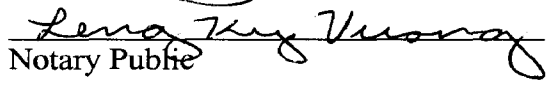
**IN WITNESS WHEREOF**, the undersigned, Tennenbaum Capital Partners, LLC, as Collateral Agent, has caused this Release of Trademark Security Interest to be executed on this the 10<sup>th</sup> day of November, 2003, by and through its proper officers.

Signed, sealed and delivered  
in the presence of

**Tennenbaum Capital Partners, LLC, as  
Collateral Agent**

  
Unofficial Witness

By:   
Title: Member

  
Notary Public

My Commission Expires:

June 29, 2007

[NOTARY SEAL]

