

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): The Toronto-Dominion Bank. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other Canadian Bank.

2. Name and address of receiving party(ies): Name: Palliser Furniture Ltd. Address: 55 Furniture Park Winnipeg, Manitoba, Canada. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: [X] Assignment, [] Merger, [] Security Agreement, [] Change of Name. Execution Date: 05/28/2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,235,732; 1,235,731

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed: Name: A. Yates Dowell, III. Street Address: Dowell & Dowell, P.C. 1215 Jefferson Davis Hwy., Ste 309. City: Arlington State: VA Zip: 22202-3124

7. Total fee (37 CFR 3.41): \$ 65. [X] Authorized to be charged to deposit account. B. Deposit account number: 04-1577

DO NOT USE THIS SPACE

9. Signature. A. Yates Dowell, III Name of Person Signing. Signature of A. Yates Dowell, III. Date: June 28, '04. 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

CH \$66.00 041677 1236732

ASSIGNMENT BACK OF TRADEMARKS

WHEREAS The Toronto-Dominion Bank (the "Bank"), a Canadian bank located at 201 Portage Avenue at Main Street, Winnipeg, Manitoba, Canada R3C 2T2, is now indicated to be the owner of the following marks (the "Trade Marks") which are registered or are pending registration in the official records of the United States Patent and Trademark Office by reason of a certain Collateral Assignment of Trademarks made as of July 7, 1998 (the "Collateral Assignment") recorded at Reel 1848, Frame Nos. 0432-0440 in the Assignment Branch of the United States Patent and Trademark Office:

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>
CONTEMPRA	75/307,168	(abandoned)
FUNDAMENTALS	74/705,705	2,039,853
GENESIS DESIGN	75/016,684	
GREAT ROOMS BY PALLISER	75/304,699	2,185,682
HORIZONS BY PALLISER	75/307,169	
KIIRA DESIGNS	74/588,779	2,212,033
LEATHER CONNECTION	74/073,424	(abandoned)
LEATHER LEATHER	74/650,690	2,474,683
P DESIGN	73/354,536	1,235,731
PALLISEAL	73/782,967	1,623,690
PALLISER & Design	73/354,537	1,235,732

WHEREAS the Collateral Assignment was taken by the Bank on its own behalf and its capacity as agent for certain other financial institutions (the Bank and those other financial institutions referred to hereinafter collectively as the "Lenders");

WHEREAS Palliser Furniture Ltd. ("Palliser"), a Canadian corporation located at 55 Furniture Park, Winnipeg, Manitoba, Canada R3G 1B9, is and at all times has been the title owner of the Trade Marks and it was intended only that the Bank, as agent for the Lenders, have a security interest therein but not ownership thereof;

WHEREAS Palliser and the Bank on behalf of the Lenders are desirous of rectifying the registration of ownership of the Trade Marks in the official records of the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Bank on behalf of the Lenders does hereby reassign unto Palliser all right, title and interest in and to each of the Trade Marks, as well as any future trademarks as set out in paragraph 7 of the Collateral Assignment, together with the goodwill of the business symbolized by each of the marks, and the above identified registrations and registration applications therefor. Provided, however, that such reassignment shall not constitute an assignment or release of any security interest which the Bank holds on behalf of the Lenders.

The Bank, on behalf of the Lenders, hereby releases Palliser from all the warranties and representations and obligations it has, and has given, as set forth in paragraph 3 subparagraphs (a) to (e), and paragraphs 4, 6, 7 and 8 of the Collateral Assignment. Provided, however, that such release shall not be deemed to release Palliser from any

similar representations, warranties or obligations contained in any other agreement or instrument to which it is a party.

The Toronto-Dominion Bank

Date: May 28/03

By: [Signature]

Name: GARRY WILKES

Position: RELATIONSHIP MANAGER

PROVINCE OF MANITOBA)

CITY OF WINNIPEG)

Before me, a Notary Public, in and for said Province, personally appeared the above-named Assignor who, being first duly sworn upon his oath, acknowledged the execution of the foregoing "Assignment Back of Trademarks" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 28th day of MAY

2003.

[Signature]
Notary Public

Printed: JAMES A. RIPLEY

Resident of WINNIPEG, MANITOBA

My Commission Expires:
UNLIMITED

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