

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Falcon Products, Inc.		10/06/2004	CORPORATION: DELAWARE
Shelby Williams Industries, Inc.		10/06/2004	CORPORATION: DELAWARE
Sellers & Josephson Inc.		10/06/2004	CORPORATION: NEW JERSEY
Epic Furniture Group, Inc.		10/06/2004	CORPORATION: DELAWARE
Howe Furniture Corporation		10/06/2004	CORPORATION: NEW YORK
Falcon Holdings, Inc.		10/06/2004	CORPORATION: MISSOURI
The Falcon Companies International, Inc.		10/06/2004	CORPORATION: MISSOURI
Madison Furniture Industries, Inc.		10/06/2004	CORPORATION: MISSISSIPPI
Johnson Industries, Inc.		10/06/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Fleet Capital Corporation, as Agent
Street Address:	One South Wacker Drive, Suite 3400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	2559389	ADAPT
Registration Number:	1919786	
Registration Number:	1925497	FALCON
Registration Number:	1929680	CHARLOTTE
Registration Number:	1760286	GENESIS
Registration Number:	1720325	FLIGHT
Registration Number:	2843222	FALCON HATCHBACK

OP \$1590.00 2559389

Registration Number:	2840399	FALCON CONVERTABLE
Registration Number:	2843223	FALCON COUPE
Serial Number:	76516717	GENUS
Serial Number:	76562728	EASYGO
Serial Number:	76562725	COMPASSO
Serial Number:	76562726	GUBI
Registration Number:	2430153	ESSENTIALS
Registration Number:	1173275	HOWE
Registration Number:	1575032	TEMPEST
Registration Number:	1628346	CONCORDE
Registration Number:	1632391	DIFFRIENT
Registration Number:	1729403	TABLES = HOWE
Registration Number:	1970507	STORM
Registration Number:	2020731	TUTOR
Registration Number:	2495157	UTILITY COLLECTION
Registration Number:	2362921	INTERSPACE
Registration Number:	2308439	CHANGING THE WAY THE WORLD SITS
Registration Number:	2291635	THE RATTAN & WICKER COLLECTION
Registration Number:	2270754	WAFER
Registration Number:	2246777	THE RATTAN & WICKER COLLECTION
Registration Number:	2245968	PHILLOCRAFT
Registration Number:	2239898	THE RATTAN & WICKER COLLECTION
Registration Number:	2137698	THE LATTICE COLLECTION
Registration Number:	2102006	THE CENTER POINT COLLECTION
Registration Number:	1954849	RENAISSANCE SQUARE
Registration Number:	1721993	PHILL O CRAFT
Registration Number:	1536857	THE CONTRACT DESIGN CENTER
Registration Number:	1469080	KING ARTHUR
Registration Number:	1410563	THE CHAIR EXPRESS
Registration Number:	1385745	GRIP-TEX
Registration Number:	1294298	PYROSAFE
Registration Number:	1282484	SHELBY WILLIAMS
Registration Number:	1278979	SW
Registration Number:	1269932	NEOWOOL
Registration Number:	1037486	POW-R-PAX

Registration Number:	1036819	XPANDX
Registration Number:	0840463	XTENDX
Registration Number:	0800301	MAGNATRAX
Registration Number:	0800300	MAGNASTEEL
Registration Number:	0774518	ATOMICA
Registration Number:	0765090	ATOMITE
Registration Number:	0730793	SHELBY WILLIAMS
Registration Number:	0543265	THONET
Registration Number:	0433309	THONET BENT WOOD
Registration Number:	0430883	THONET BENT PLY
Registration Number:	0226806	THONET
Serial Number:	76595280	SW
Registration Number:	2309920	ESSENTIA
Registration Number:	2260080	JUST TEXTURES
Registration Number:	2215345	VISTA
Registration Number:	2141680	S & J
Registration Number:	1997752	TEXTURES AND BORDERS
Registration Number:	1841326	PRISMA
Registration Number:	1768602	
Registration Number:	2842401	SELLERS & JOSEPHSON INC.
Serial Number:	76601568	DIRECT WALLCOVERING

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E. Monroe St., Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2759.144
NAME OF SUBMITTER:	Sharon Patterson

Total Attachments: 29
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**AMENDED AND RESTATED COPYRIGHT,
PATENT, TRADEMARK AND LICENSE MORTGAGE**

This AMENDED AND RESTATED COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Mortgage") made as of this 6th day of October, 2004, is by and among (a) Falcon Products, Inc., a Delaware corporation ("Falcon"), Shelby Williams Industries, Inc., a Delaware corporation ("Shelby"), Sellers & Josephson Inc., a New Jersey corporation ("Sellers & Josephson") and Epic Furniture Group, Inc., a Delaware corporation ("Epic" and together with Falcon, Shelby and Sellers & Josephson, collectively, "Borrowers"), and (b) Howe Furniture Corporation, a New York corporation ("Howe"), Falcon Holdings, Inc., a Missouri corporation ("Falcon Holdings"), The Falcon Companies International, Inc., a Missouri corporation ("Falcon International"), Madison Furniture Industries, Inc., a Mississippi corporation ("Madison"), and Johnson Industries, Inc., an Illinois corporation ("Johnson" and together with Howe, Falcon Holdings, Falcon International and Madison, collectively, "Guarantors") (the Borrowers and the Guarantors are hereinafter collectively referred to as, the "Mortgagors" and each a "Mortgagor") in favor of Fleet Capital Corporation, a Rhode Island corporation (the "Mortgagee"), as a Lender and as Agent on behalf of itself and the other lending institutions (hereinafter, collectively, the "Lenders") which are or may become parties to that certain Second Amended and Restated Loan and Security Agreement, dated as of October 6th, 2004 (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement") by and among the Borrowers, the Mortgagee and the Lenders. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

W I T N E S S E T H:

WHEREAS, in connection with the Original Loan Agreement, each of Falcon, Shelby, Sellers & Josephson, Howe and Johnson (collectively referred to as, the "Existing Mortgagors") entered into separate Copyright, Patent, Trademark and License Mortgages, in each case, dated as of June 3, 2003, in favor of the Mortgagee, for the benefit of the Mortgagee and the lenders party to the Existing Loan Agreement (as reaffirmed pursuant to, in the case of Sellers & Josephson, a Reaffirmation of Collateral Document, dated as of January 15, 2004, and, in the case of the other Existing Mortgagors, a Reaffirmation of Guaranty and Other Collateral Documents, dated as of January 15, 2004, in each case, entered into in connection with the Existing Loan Agreement, and as further amended, modified, supplemented or restated and in effect on the date hereof, the "Existing IP Mortgages"); and

WHEREAS, the Borrowers have requested that the Existing Loan Agreement be amended and restated in its entirety pursuant to the terms of the Loan Agreement; and

WHEREAS, it is a condition to the effectiveness of the Loan Agreement that each of the Mortgagors enter into this Mortgage to, among other things, (i) in the case of the Existing Mortgagors, confirm and ratify its grant under the Existing IP Mortgages, of a continuing security interest in the copyrights, copyright agreements, copyright applications, patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and certain licenses of the Existing Mortgagors to secure (A) in the case of Existing Mortgagors that are Borrowers, the Obligations under and as defined in the Existing

Loan Agreement and (B) in the case of Existing Mortgagors that are Guarantors, the Borrower's Obligations (as defined in the applicable Existing IP Mortgages) and (ii) expressly provide a grant of a security interest in its Intellectual Property Collateral (as defined below) to secure, in the case of the Borrowers, all Obligations and, in the case of the Guarantors, all Borrowers' Obligations (as defined in the Guaranty); and

WHEREAS, each Borrower has secured its Obligations under and in respect of the Loan Agreement by executing the Loan Agreement, pursuant to which, among other things, it has agreed to grant to Mortgagee, on behalf of itself and the Lenders, a security interest in substantially all of such Borrower's assets, including, without limitation, Intellectual Property of such Borrower; and

WHEREAS, each Guarantor has secured its obligations under and in respect of the Guaranty entered into connection with the Loan Agreement by executing that certain Amended and Restated Security Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the "Security Agreement"), pursuant to which, among other things, each Guarantor has agreed to grant to Mortgagee, on behalf of itself and the Lenders, a security interest in substantially all of such Guarantor's assets, including, without limitation, the Intellectual Property of such Guarantor; and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree that the Existing IP Mortgages be, and hereby are, amended and restated in their entirety as follows:

1. Incorporation of Loan Documents. The Security Agreement and the Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference. This Mortgage is supplemental to the Security Agreement and the Loan Agreement.

2. Mortgage of Copyrights, Patents, Trademarks and Licenses. Each Existing Mortgagor hereby confirms that, pursuant to the Existing IP Mortgages, it granted to Mortgagee, for the benefit of Mortgagee and the lenders party to the Existing Loan Agreement, a continuing security interest in and lien on its Copyrights, Patents, Trademarks, Licenses and certain other rights (as each such term is defined in the Existing IP Mortgages). As collateral security for the complete and timely payment and performance in full of (a) in the case of the Mortgagors that are Borrower, the Obligations, and (b) in the case of Mortgagors that are Guarantors, the Borrowers' Obligations (as defined in the Guaranty), each Existing Mortgagor hereby restates and reaffirms such continuing security interest and Lien. Additionally, as collateral security for the complete and timely payment and satisfaction in full of (a) in the case of those Mortgagors that are Borrowers, the Obligations, and (b) in the case of those Mortgagors that are Guarantors, the Borrowers' Obligations (as defined in the Guaranty), each such Mortgagor hereby unconditionally grants to Mortgagee for its own benefit and the benefit of Lenders a continuing security interest in all of its now existing and hereafter created or acquired:

(i) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without

limitation, the copyright registrations and applications listed on Exhibit A attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(ii) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Exhibit B attached hereto and made a part hereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(iii) trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Exhibit C attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iv) all license agreements between such Mortgagor and any other party with respect to any of the Copyrights or any of the Patents or any of the Trademarks or any other copyright, patent, trademark, service mark or any registration or application for registration or any other trade name or tradestyle, whether such Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D attached hereto and hereby made a part hereof, other than license agreements which, according to their terms, may not be assigned without the prior consent of the other Person party thereto (unless such consent has been obtained) and only to the extent that such prohibition on assignment is enforceable under applicable law (all of the foregoing license agreements and each Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(v) all rights corresponding to any of the foregoing throughout the world and the goodwill of such Mortgagor's business connected with and symbolized by the Trademarks (all of the foregoing Property and interests of the Mortgagors referred to herein collectively as the "Intellectual Property Collateral").

Upon the occurrence of an Event of Default, Mortgagee, on behalf of itself and Lenders, shall have the power, to the extent permitted by law, to exercise the rights and remedies of a secured party provided under the Loan Agreement and the other Loan Documents, including without limitation the right to sell the Intellectual Property Collateral in whole or in part.

3. Warranties, Representations and Covenants. Each Mortgagor warrants and represents to Mortgagee that:

(i) No material Copyright, Patent, Trademark or License has been adjudged invalid or unenforceable or, has been cancelled, in whole or in part;

(ii) Each material Copyright, Patent and Trademark is valid and enforceable;

(iii) Such Mortgagor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to the Intellectual Property Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shoprights and covenants by such Mortgagor not to sue third parties, other than Permitted Liens;

(iv) Such Mortgagor has no notice of any suits or actions commenced or threatened with respect to any of the Intellectual Property Collateral, except for those that could not reasonably be expected to have a Material Adverse Effect;

(v) Such Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms;

(vi) No material License restricts the ability of such Mortgagor to pledge, mortgage and assign such License as contemplated by this Mortgage, except as disclosed on Schedule 1 hereto; and

(vii) Such Mortgagor has no notice of any infringement or unauthorized use presently being made of any of the material Copyrights, Patents, Trademarks or Licenses which could reasonably be expected to materially adversely affect the fair market value of the Copyrights, Patents, Trademarks or Licenses or the benefits to Mortgagee of this Mortgage, including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Mortgagee hereunder.

4. Restrictions on Future Agreements. Each Mortgagor agrees that until the Obligations and the Borrowers' Obligations shall have been satisfied in full and the Loan Documents shall have been terminated (the "Loan Agreement Termination"), except for sales and other dispositions expressly permitted by the Loan Agreement, such Mortgagor shall not, without the prior written consent of Mortgagee, sell or assign its interest in, or grant any license under, any Intellectual Property Collateral, or enter into any other agreement with respect to any

Intellectual Property Collateral which is inconsistent with the obligations under this Mortgage. Each Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Copyrights, Patents, Trademarks, and Licenses. Each Mortgagor represents and warrants that the Intellectual Property Collateral listed on Exhibits A, B, C and D, respectively, constitutes all of the United States registered Copyrights, United States registered Patents and United States registered Trademarks now owned by, and Licenses granted by or to, such Mortgagor. If, before the Loan Agreement Termination, any Mortgagor shall (i) become aware of any existing Intellectual Property Collateral of which such Mortgagor has not previously informed Mortgagee; (ii) obtain rights to any new Intellectual Property Collateral, or (iii) become entitled to the benefit of any Intellectual Property Collateral or any improvement on any Patent, the provisions of this Mortgage above shall automatically apply thereto. Each Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B, C and D, as applicable, to include any such (registered or unregistered) Intellectual Property Collateral.

6. Royalties; Term. The term of the security interests and mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Copyrights, Patents, Trademarks and Licenses encumbered hereunder, and (ii) the Loan Agreement Termination. Upon the occurrence of an Event of Default, each Mortgagor agrees that the use by Mortgagee of all Intellectual Property Collateral shall be worldwide and without any liability for royalties or other related charges from Mortgagee to such Mortgagor.

7. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon the Loan Agreement Termination, Mortgagee shall, at the request and expense of the Mortgagors, take such actions as may be necessary or proper to terminate and release its security interest and mortgage in the Intellectual Property Collateral created hereby and pursuant to the Loan Documents, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, shall be borne by and paid by Mortgagors on written demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then applicable rate for Base Rate Revolving Portions as set forth in the Loan Agreement.

9. Duties of Mortgagors. Each Mortgagor shall have the duty, in each case as commercially reasonable, (i) to file and prosecute diligently any material copyright, patent,

trademark or service mark application pending as of the date hereof or thereafter until the Loan Agreement Termination, (ii) to make application on material uncopyrighted but copyrightable works, on material unpatented but patentable inventions and on material trademarks and service marks, as appropriate, (iii) to preserve and maintain all rights in the Intellectual Property Collateral and (iv) to ensure that the Intellectual Property Collateral is and remains enforceable. Any expenses incurred in connection with each Mortgagor's obligations under this Section 9 shall be borne by Mortgagors. No Mortgagor shall abandon any right to file a copyright, patent, trademark or service mark application, or abandon any material Copyright, Patent, Trademark or License, without the written consent of Mortgagee. If any Mortgagor fails to comply with any of the foregoing duties, Mortgagee may perform said duties in such Mortgagor's name, to the extent permitted by law. Each Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, except to the extent that the failure to perform any of the following would not reasonably be expected to have a Material Adverse Effect, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of such Mortgagor certifying such Mortgagor's compliance with the foregoing. Upon the occurrence and during the continuation of an Event of Default, each Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment exercised in a commercially reasonable manner, may deem necessary to assure maintenance of the quality of products sold by such Mortgagor under the Trademarks. Each Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses of Mortgagee, including attorney's fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 9.

10. Mortgagee's Right to Sue. During the continuance of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, each Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and each Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all costs and expenses incurred by Mortgagee, including attorneys' fees and expenses so incurred by Mortgagee, in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing among Mortgagors, Mortgagee and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee or Lenders, any right, power or privilege hereunder or under the Loan Agreement or other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

13. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies Power of Attorney; Effect on Loan Agreement. All of Mortgagee's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by the Security Agreement, Loan Agreement or any other Loan Document, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuation of an Event of Default, each Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as such Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse such Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of any or all of the Intellectual Property Collateral, or (ii) take any other actions with respect to any or all of the Intellectual Property Collateral as Mortgagee reasonably deems to be in its best interest, or (iii) grant or issue any exclusive or non-exclusive license under any or all of the Intellectual Property Collateral to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Intellectual Property Collateral to any Person, or (v) take any other actions with respect to any or all of the Intellectual Property Collateral as Mortgagee reasonably deems to be in its best interests, or (vi) take any action referred to in Section 15 of this Mortgage. Each Mortgagor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until the Loan Agreement Termination. Each Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee or Lenders or their respective successors transferees and assigns under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee and such other parties shall have, in addition to all other rights and remedies given it or them by the terms of this Mortgage, the Loan Agreement and the other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC (or such other applicable law) as enacted in any jurisdiction in which the Intellectual Property Collateral may be located.

15. Further Assurances. Promptly after request by Mortgagee, from time to time after the date hereof, Mortgagors shall, and shall use reasonable commercial efforts to cause any other Persons who are required to give their consent to, execute and deliver such instruments, certificates and documents, and will take all such actions, for the purposes of implementing or effectuating the provisions of this Mortgage and the other Loan Documents. Upon exercise by Mortgagee or any Lender (as applicable) of any power, right, privilege or remedy pursuant to this Mortgage or any other Loan Document which requires any consent, Mortgagors shall, and will use reasonable commercial efforts to cause any other Persons to, execute and deliver all applications, certifications, instruments and other documents and papers that may be required to be obtained for such consent. Promptly upon ten (10) Business Days' request by Mortgagee, Mortgagors shall correct any material defect or error that may exist or be discovered in this Mortgage or any other Loan Document to which they are parties or in the execution, acknowledgment, filing or recordation thereof. Promptly upon request by Mortgagee, Mortgagors shall do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, conveyances, pledge agreements, mortgages, deeds of trust, trust deeds, notices of assignment, transfers, certificates, assurances and other

instruments as Mortgagee may require from time to time in order to (A) carry out more effectively the purposes of the Loan Documents, (B) to the fullest extent permitted by applicable law, subject each Mortgagors' properties, assets, rights or interest to the Liens now or hereafter intended to be covered by any of the Security Documents, (C) perfect and maintain the validity, effectiveness and priority of any of the Security Documents and any of the Liens intended to be created thereunder and (D) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the rights granted or now or hereafter intended to be granted to Mortgagee or any Lender under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Mortgagor is to be a party.

16. Binding Effect; Benefits. This Mortgage shall be binding upon each Mortgagor and its respective successors and permitted assigns, and shall inure to the benefit of Mortgagee and Lenders, their successors, nominees and assigns. All references herein to any Mortgagor shall be deemed to include its successors and permitted assigns and all references herein to Mortgagee shall be deemed to include its successors and assigns.

17. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS MORTGAGE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE (WITHOUT REGARD TO THE CHOICE OF LAW OR CONFLICTS OF LAW PROVISIONS THEREOF) AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA>.

18. CONSENT TO FORUM AND WAIVERS. TO INDUCE MORTGAGEE AND LENDERS TO MAKE THE LOANS, AS EVIDENCED BY THE LOAN AGREEMENT AND THIS MORTGAGE, EACH MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS MORTGAGE OR ANY DOCUMENTS EXECUTED IN CONNECTION HERewith, SHALL BE SUBJECT TO LITIGATION IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE STATE OF ILLINOIS. EACH MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS. EACH MORTGAGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT AGAINST SUCH MORTGAGOR BY MORTGAGEE IN ACCORDANCE WITH THIS SECTION. EACH MORTGAGOR AND MORTGAGEE HEREBY WAIVE, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. EACH MORTGAGOR FURTHER WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGEE.

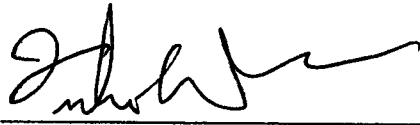
19. Headings. Paragraph headings used herein. are for convenience only and shall not modify the provisions which they precede.

20. Survival of Representations. All representations and warranties of each Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreement, except to the extent that such representations and warranties relate solely to an earlier date.

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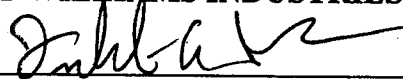
IN WITNESS WHEREOF, each Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

FALCON PRODUCTS, INC.

By: 

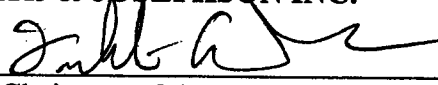
Chairman of the Board and Chief
Executive Officer

SHELBY WILLIAMS INDUSTRIES, INC.

By: 

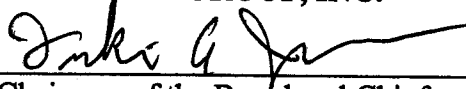
Chairman of the Board and Chief
Executive Officer

SELLERS & JOSEPHSON INC.

By: 


Chairman of the Board and Chief
Executive Officer

EPIC FURNITURE GROUP, INC.

By: 

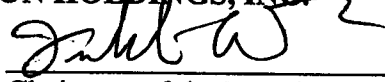
Chairman of the Board and Chief
Executive Officer

HOWE FURNITURE CORPORATION

By: 


Chairman of the Board and Chief
Executive Officer

FALCON HOLDINGS, INC.

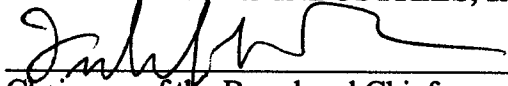
By: 

Chairman of the Board and Chief
Executive Officer

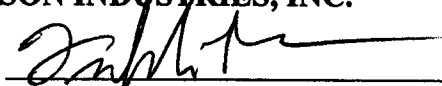
**THE FALCON COMPANIES
INTERNATIONAL, INC.**

By: 
Chairman of the Board and Chief
Executive Officer

MADISON FURNITURE INDUSTRIES, INC.

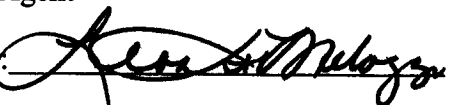
By: 
Chairman of the Board and Chief
Executive Officer

JOHNSON INDUSTRIES, INC.

By: 
Chairman of the Board and Chief
Executive Officer

AGREED AND ACCEPTED THIS
6th day of October, 2004.

FLEET CAPITAL CORPORATION,
as Agent

By: 

Title: Senior Vice President

(Amended and Restated IP Mortgage)

TRADEMARK
REEL: 002955 FRAME: 0846

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MASSACHUSETTS

SS:

COUNTY OF SUFFOLK

On the 6th day of October, in the year 2004 before me, the undersigned, a Notary Public in and for said state, personally appeared Franklin A. Jacobs, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Dorothy A. Abberton
Notary Public
My Commission Expires: _____

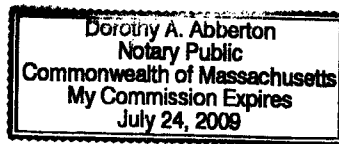


EXHIBIT A

COPYRIGHT REGISTRATIONS

Training room solutions	Howe Furniture Corporation	Registered	TX-3-001-134	1/22/91
The Three Quarter Draw	Falcon Products, Inc.	Registered		
Falcon Products Drawing Package 1	Falcon Products, Inc.	Pending	043629679	5/13/91 pending
Johnson Industries, Inc.	Johnson Industries Inc.	Registered	TX-680-404	1/12/81
Shelby Williams tables, booths & office furniture	Shelby Williams Industries, Inc.	Registered	TX-4-215-369	3/4/96
Shelby Williams super savings on contract quality rattan dining chairs/desk chairs	Shelby Williams Industries, Inc.	Registered	TX-4-246-194	3/4/96
Focusing on design – Shelby Williams transitional seating for the new century and beyond	Shelby Williams Industries, Inc.	Registered	TX-4-322-168	3/4/96
Shelby Williams banquet chair classics for the new century and beyond	Shelby Williams Industries, Inc.	Registered	TX-4-340-441	3/4/96
Shelby Williams national stack chair campaign '96	Shelby Williams Industries, Inc.	Registered	TX-4-413-900	11/7/96
Lamm L1000: the chair with the Isoflex contour zone / chair designed by Paolo Orlandini & Roberto Lucci	Shelby Williams Industries, Inc.	Registered	TX-4-442-423	12/20/96
Golf: Thonet	Shelby Williams Industries, Inc.	Registered	TX-4-628-822	9/4/97
King Arthur function room furniture	Shelby Williams Industries, Inc.	Registered	TX-4-685-211	3/23/98
Contemporary metal & wood	Shelby Williams Industries, Inc.	Registered	TX-4-776-983	5/7/98
Introducing Shelby Williams stack chair carriers	Shelby Williams Industries, Inc.	Registered	TX-4-949-720	3/12/99
Wafer collection	Shelby Williams Industries, Inc.	Registered	TX-4-949-721	3/12/99
Shelby Williams executive 2000 series	Shelby Williams Industries, Inc.	Registered	TX-4-982-684	8/4/99
Pamplona brochure	Shelby Williams Industries, Inc.	Registered	TX-4-990-296	5/19/99
The premier aluminum action back stacking	Shelby Williams Industries, Inc.	Registered	TX-5-303-827	10/31/00

Copyrights	Owner	Status in Patent Office	Federal Registration Number	Registration Date
series				
Shelby Williams contract furnishings	Shelby Williams Industries, Inc.	Registered	TX-5-305-605	11/13/00
Contemporary wood collection advertisement	Shelby Williams Industries, Inc.	Registered	VA-1-088-111	10/10/00
Acadia	Shelby Williams Industries, Inc.	Registered	VA-1-124-766	3/24/99
Shelby Williams the ChairExpress catalog	Shelby Williams Industries, Inc.	Registered	TX-4-135-953	10/16/95
Thonet: healthcare furniture solutions	Shelby Williams Industries, Inc.	Registered	TX-4-957-978	3/24/99
Liza: No 4113	Sellers & Josephson, Inc.	Registered	VA-155-049	5/16/84
Liza. By Sellers & Josephson, Inc.	Sellers & Josephson, Inc.	Registered	VA-221-354	1984
Linel. No. 131	Sellers & Josephson, Inc.	Registered	VA 122-347	1983
Majorca. No. 118	Sellers & Josephson, Inc.	Registered	VA 123-947	1983
Miyoshi. No. 953	Sellers & Josephson, Inc.	Registered	VA 113-038	1982
Monterrey. No. 952	Sellers & Josephson, Inc.	Registered	VA 113-028	1982
Versailles. No. 642	Sellers & Josephson, Inc.	Registered	VA 111-954	1983
Imari. No. 111	Sellers & Josephson, Inc.	Registered	VA 121-799	1983
Strata. No. 101	Sellers & Josephson, Inc.	Registered	VA 121-798	1983
Vanessa. No. 995	Sellers & Josephson, Inc.	Registered	VA 121-789	1983
Glenridge. No. 951	Sellers & Josephson, Inc.	Registered	VA 120-477	1983
Buena Vista. No. 113	Sellers & Josephson, Inc.	Registered	VA 123-875	1983
Dominique. No. 997	Sellers & Josephson, Inc.	Registered	VA 123-946	1983
Roslyn. No. 127	Sellers & Josephson, Inc.	Registered	VA 121-785	1983
Garden walk. No. 114	Sellers & Josephson, Inc.	Registered	VA 123-948	1983
Allison. No. 582	Sellers & Josephson, Inc.	Registered	VA 71-704	1983
Heather. No. 333	Sellers & Josephson, Inc.	Registered	VA 107-514	1982
Schezan. No. 943	Sellers & Josephson, Inc.	Registered	VA 107-388	1982
Palma. No. 905	Sellers & Josephson, Inc.	Registered	VA 113-279	1982
Lauren. No. 966	Sellers & Josephson, Inc.	Registered	VA 111-492	1982
Kimberly. No. 895	Sellers & Josephson, Inc.	Registered	VA 109-623	1982
Kenwood. No. 877	Sellers & Josephson, Inc.	Registered	VA 113-282	1982
Kenneth. No. 946	Sellers & Josephson, Inc.	Registered	VA 113-284	1982
Hillside. No. 902	Sellers & Josephson, Inc.	Registered	VA 113-285	1982
Gazebo. No. 908	Sellers & Josephson, Inc.	Registered	VA 109-624	1982
Fairfield. No. 950	Sellers & Josephson, Inc.	Registered	VA 111-494	1982
Devon. No. 903	Sellers & Josephson, Inc.	Registered	VA 113-281	1982
Beverly. No. 878	Sellers & Josephson, Inc.	Registered	VA 113-283	1982
Ashley. No. 875	Sellers & Josephson, Inc.	Registered	VA 111-491	1982
Ambrosia. No. 916	Sellers & Josephson, Inc.	Registered	VA 111-493	1982
Allegro. No. 935	Sellers & Josephson, Inc.	Registered	VA 109-622	1982
Lancaster. No. 884	Sellers & Josephson, Inc.	Registered	VA 94-411	1982
Tess. No. 837	Sellers & Josephson, Inc.	Registered	VA 98-611	1982
Suzy. No. 865	Sellers & Josephson, Inc.	Registered	VA 97-564	1982
Shenandoah. No. 874	Sellers & Josephson, Inc.	Registered	VA 93-587	1982
Stephanie. No. 806	Sellers & Josephson, Inc.	Registered	VA 83-584	1982
Sandalwood. No. 805	Sellers & Josephson, Inc.	Registered	VA 93-583	1982
Robin. No. 858	Sellers & Josephson, Inc.	Registered	VA 98-615	1982
Phoenix. No. 847	Sellers & Josephson, Inc.	Registered	VA 98-610	1982

Copyrights	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Patrice. No. 844	Sellers & Josephson, Inc.	Registered	VA 98-608	1982
Melinda. No. 816	Sellers & Josephson, Inc.	Registered	VA 98-616	1982
Kyra. No. 865	Sellers & Josephson, Inc.	Registered	VA 93-585	1982
Shannon. No. 679	Sellers & Josephson, Inc.	Registered	VA 98-607	1982
Impressions. No. 696	Sellers & Josephson, Inc.	Registered	VA 98-606	1982
Harmony. No. 841	Sellers & Josephson, Inc.	Registered	VA 98-609	1982
Dimensions. No. 836	Sellers & Josephson, Inc.	Registered	VA 98-614	1982
Barrington. No. 830	Sellers & Josephson, Inc.	Registered	VA 98-613	1982
Dawn. No. 857	Sellers & Josephson, Inc.	Registered	VA 98-612	1982
Astor. No. 869	Sellers & Josephson, Inc.	Registered	VA 93-586	1982
Lindsey. No. 885	Sellers & Josephson, Inc.	Registered	VA 94-410	1982
Melanie. No. 520	Sellers & Josephson, Inc.	Registered	VA 84-632	1981
Jenny. No. 667	Sellers & Josephson, Inc.	Registered	VA 83-542	1981
Sophia. No. 629	Sellers & Josephson, Inc.	Registered	VA 82-433	1981
Claudine. No. 663	Sellers & Josephson, Inc.	Registered	VA 82-434	1981
Tania. No. 668	Sellers & Josephson, Inc.	Registered	VA 83-541	1981
Elina. No. 669	Sellers & Josephson, Inc.	Registered	VA 83-540	1981
Olivia. No. 610	Sellers & Josephson, Inc.	Registered	VA 84-628	1981
Chelsea. No. 658	Sellers & Josephson, Inc.	Registered	VA 84-629	1981
Lydia. No. 633	Sellers & Josephson, Inc.	Registered	VA 84-630	1981
Sagamore. No. 648	Sellers & Josephson, Inc.	Registered	VA 84-631	1981
Danielle. No. 631	Sellers & Josephson, Inc.	Registered	VA 86-848	1981
Kim. No. 632A	Sellers & Josephson, Inc.	Registered	VA 86-849	1981
Majorie. No. 665	Sellers & Josephson, Inc.	Registered	VA 80-842	1981
Clarisse. No. 664	Sellers & Josephson, Inc.	Registered	VA 80-843	1981
Audrey. No. 623	Sellers & Josephson, Inc.	Registered	VA 90-390	1981
Ginger. No. 600	Sellers & Josephson, Inc.	Registered	VA 88-436	1981
Bridget. No. 657	Sellers & Josephson, Inc.	Registered	VA 88-437	1981
Yvonne. No. 603	Sellers & Josephson, Inc.	Registered	VA 98-265	1981
Serenity. No. 655	Sellers & Josephson, Inc.	Registered	VA 98-264	1981
Morning mist. No. 258	Sellers & Josephson, Inc.	Registered	VA 64-506	1981
Margarita. No. 527	Sellers & Josephson, Inc.	Registered	VA 69-746	1981
Magnolia. No. 489	Sellers & Josephson, Inc.	Registered	VA 73-264	1981
Kito. No. 443	Sellers & Josephson, Inc.	Registered	VA 76-006	1981
Jo Ann. No. 498	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Kelly. No. 459	Sellers & Josephson, Inc.	Registered	VA 71-705	1981
Essex. No. 580	Sellers & Josephson, Inc.	Registered	VA 73-262	1981
Erica. No. 488	Sellers & Josephson, Inc.	Registered	VA 69-745	1981
Delia. No. 460	Sellers & Josephson, Inc.	Registered	VA 71-707	1981
Candice. No. 497	Sellers & Josephson, Inc.	Registered	VA 77-269	1981
Andrea. No. 579	Sellers & Josephson, Inc.	Registered	VA 73-263	1981
Alexandra. No. 545	Sellers & Josephson, Inc.	Registered	VA 71-706	1981
Charleston. No. 606	Sellers & Josephson, Inc.	Registered	VA 107-389	1981
Venus. No. 499	Sellers & Josephson, Inc.	Registered	VA 60-921	1981
Vicky. No. 529	Sellers & Josephson, Inc.	Registered	VA 69-747	1981
Somerset. No. 487	Sellers & Josephson, Inc.	Registered	VA 69-748	1981
Sandra. No. 521	Sellers & Josephson, Inc.	Registered	VA 70-034	1981
Rhapsody. No. 561	Sellers & Josephson, Inc.	Registered	VA 73-266	1981
Rhama. No. 566	Sellers & Josephson, Inc.	Registered	VA 70-033	1981

Copyrights	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Providence. No. 581	Sellers & Josephson, Inc.	Registered	VA 73-261	1981
Nirvana. No. 575	Sellers & Josephson, Inc.	Registered	VA 76-628	1981
Gigi. No. 473	Sellers & Josephson, Inc.	Registered	VA 73-265	1981
Mitsuko. No. 909	Sellers & Josephson, Inc.	Registered	VA 102-171	1982
Soveriegn. No. 133	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Alisha. No. 196	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Fontana. No. 197	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Santa Monica. No. 168	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Jasper. No. 207	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Sapphire. No. 217	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Bonsai. No. 194	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Southwinds. No. 165	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Georgetown. No. 135	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Jocelyn. No. 949	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Clearwater. No. 200	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Adele. No. 218	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Pebble Beach. No. 212	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Covent garden. No. 152	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office
Camille. No. 993	Sellers & Josephson, Inc.	Mortgage Recorded	None listed by Copyright Office	None listed by Copyright Office

EXHIBIT B

PATENTS

Patent	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Folding Table Mechanism	Falcon Products, Inc.	Record ed	5279233	1-18-94
Flip Top Removable Table System	Falcon Products, Inc.	Record ed	5354027	10-11-94
Leveling Mechanism Adjustable Glide	Falcon Products, Inc.	Record ed	5533457	7-9-96
Folding Table	Falcon Products, Inc.	Record ed	5957062	9-28-99
Folding Table	Falcon Products, Inc.	Record ed	6003447	12-21-99
Folding Leg Table Construction	Falcon Products, Inc.	Record ed	6401631	6-11-02
Support Leg for Furniture	Falcon Products, Inc.	Record ed	D263189	3-2-82
Bench	Falcon Products, Inc.	Record ed	D263353	3-16-82
Movable Table Leg	Falcon Products, Inc.	Record ed	D422813	4-18-00
Fixed Table Leg Design	Falcon Products, Inc.	Record ed	D423832	5-2-00
Electrical Outlet Cover	Falcon Products, Inc.	Record ed	D436929	1-30-01
Wire Management Bag	Falcon Products, Inc.	Record ed	D450564	11-20-01
Filter and Controlling Valve Therefore	Howe Furniture Corporation	Record ed	956914	5-3-10
Trestle Type Table with Folding Legs	Howe Furniture Corporation	Record ed	3818844	6-25-74
Table with Foldable Legs	Howe Furniture Corporation	Record ed	3991687	11-16-76
Table Leg and Supporting Structure	Howe Furniture Corporation	Record ed	3993005	4-24-84
Foldable Trestle Type Table	Howe Furniture Corporation	Record ed	4444124	4-24-84
Table Interconnecting Apparatus	Howe Furniture Corporation	Record ed	4665836	5-19-87
Table With Folding Modesty Panel	Howe Furniture Corporation	Record ed	4827850	5-9-89
Table with Folding Leg	Howe Furniture Corporation	Record ed	4827851	5-9-89
Quick Connect Device for Table Leg	Howe Furniture Corporation	Record ed	4867610	9-19-89
Tilting Table Top Mechanism	Howe Furniture Corporation	Record ed	4986195	1-22-91

Patent	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Computer Training and Support Table System	Howe Furniture Corporation	Recorded	5337657	8-16-94
Folding Table Mechanism	Howe Furniture Corporation	Recorded	5345881	9-13-94
Height Adjustment Mechanism for Tables	Howe Furniture Corporation	Recorded	5447099	9-5-95
Adjustable Keyboard Support	Howe Furniture Corporation	Recorded	5490466	2-13-96
Folding Table Mechanism	Howe Furniture Corporation	Recorded	5490467	2-13-96
Crank Handle	Howe Furniture Corporation	Recorded	5507204	4-16-96
Table Bridging Apparatus	Howe Furniture Corporation	Recorded	5560302	10-1-96
Foldable Table with Detachable Wire Management Tray	Howe Furniture Corporation	Recorded	5640912	6-24-97
Wheel and Housing for Table Leg	Howe Furniture Corporation	Recorded	5749121	5-12-98
Table with Wire Manager	Howe Furniture Corporation	Recorded	5934201	8-10-99
Table Leg	Howe Furniture Corporation	Recorded	D314299	2-5-91
Table Leg	Howe Furniture Corporation	Recorded	D316644	5-7-91
Table	Howe Furniture Corporation	Recorded	D322729	12-31-91
Modesty Panel	Howe Furniture Corporation	Recorded	D324145	2-25-92
Table Leg	Howe Furniture Corporation	Recorded	D324615	3-17-92
Table	Howe Furniture Corporation	Recorded	D329554	9-22-92
Table Pedestal	Howe Furniture Corporation	Recorded	D333058	2-9-93
Furniture Roller	Howe Furniture Corporation	Recorded	D391841	3-10-98
Flip-Top Display for Wall and Floor Covering Samples	Shelby Williams Industries, Inc.	Recorded	D433838	11-21-00
Molded Foam Spring Seat	Shelby Williams Industries, Inc.	Recorded	6565157	5-20-03
Ganging Chair	Shelby Williams Industries, Inc.	Recorded	D443995	6-26-01
Stacking Chair	Shelby Williams Industries, Inc.	Recorded	D433836	11-21-00
Stacking Bar Stool with Vertical Back	Shelby Williams Industries, Inc.	Recorded	D433830	11-21-00

Patent	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Stacking Bar Stool with Horizontal Back	Shelby Williams Industries, Inc.	Record ed	D433829	11-21-00
Chair Trim Extrusion	Shelby Williams Industries, Inc.	Record ed	D433587	11-14-00
Stack Seat with Vertical Back	Shelby Williams Industries, Inc.	Record ed	D431725	10-10-00
Stack Seat with Horizontal Back	Shelby Williams Industries, Inc.	Record ed	D431385	10-3-00
Stacking Bar Stool with X Back	Shelby Williams Industries, Inc.	Record ed	D420821	2-22-00
Chair Trim	Shelby Williams Industries, Inc.	Record ed	D417567	12-14-99
Leg Over Leg Ganging Chair	Shelby Williams Industries, Inc.	Record ed	D413207	8-31-99
Ganging Chair	Shelby Williams Industries, Inc.	Record ed	D413029	8-24-99
Chair Back	Shelby Williams Industries, Inc.	Record ed	D401453	11-24-98
Chair Frame	Shelby Williams Industries, Inc.	Record ed	D380909	7-15-97
Chair/Stool Back	Shelby Williams Industries, Inc.	Record ed	D377726	2-4-97
Two-Tier Service Table	Shelby Williams Industries, Inc.	Record ed	D372817	8-20-96
Chair Frame	Shelby Williams Industries, Inc.	Record ed	D371010	6-25-96
Chair Back	Shelby Williams Industries, Inc.	Record ed	D367984	3-19-96
Swivel Mechanism for Rotating Chair or Stool Seat	Shelby Williams Industries, Inc.	Record ed	D367789	3-12-96
Chair Back	Shelby Williams Industries, Inc.	Record ed	D366793	2-6-96
Ganging Mechanism for Chairs	Shelby Williams Industries, Inc.	Record ed	D363658	10-31-95
Backrest for Chair	Shelby Williams Industries, Inc.	Record ed	D341045	11-9-93
Chair	Shelby Williams Industries, Inc.	Record ed	D333044	2-9-93
Tubular Arm Chair	Shelby Williams Industries, Inc.	Record ed	D306237	2-27-90
Chair	Shelby Williams Industries, Inc.	Record ed	D286589	11-11-86
Table	Shelby Williams Industries, Inc.	Record ed	D282613	2-18-86
Chair	Shelby Williams Industries, Inc.	Record ed	D282606	2-18-86
A Seat	Shelby Williams Industries, Inc.	Record ed	D279628	7-16-85

Patent	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Table	Shelby Williams Industries, Inc.	Record ed	D278774	5-14-85
Arm Rest	Shelby Williams Industries, Inc.	Record ed	D277916	3-12-85
An Armchair	Shelby Williams Industries, Inc.	Record ed	D277346	1-29-85
Ottoman	Shelby Williams Industries, Inc.	Record ed	D273351	4-10-84
Chair	Shelby Williams Industries, Inc.	Record ed	D271543	11-29-83
Arm Chair	Shelby Williams Industries, Inc.	Record ed	D260826	9-22-81
Seat Spring System	Shelby Williams Industries, Inc.	Record ed	6406096	6-18-02
Stackable Side-by-Side Ganging Chair	Shelby Williams Industries, Inc.	Record ed	6206469	3-27-01
Stackable Leg-Over-Leg Ganging Chair	Shelby Williams Industries, Inc.	Record ed	6106061	8-22-00
Stackable Chair	Shelby Williams Industries, Inc.	Record ed	5997084	12-7-99
Stackable Chair and Associated Stacking Support Assembly	Shelby Williams Industries, Inc.	Record ed	5762396	6-9-98
Chair Frame and Associated Chair Framing Material	Shelby Williams Industries, Inc.	Record ed	5564787	10-15-96
Quick Release Anchoring System for a Seat Assembly	Shelby Williams Industries, Inc.	Record ed	5542748	8-6-96
Stacking Interface Device for Chairs	Shelby Williams Industries, Inc.	Record ed	5524963	6-11-96
Adjustable Length Support Base for a Seat Assembly	Shelby Williams Industries, Inc.	Record ed	5409296	4-25-95
Wheel Lifting Assembly for Mobile Folding Stage Unite	Shelby Williams Industries, Inc.	Record ed	5392718	2-28-95
Ganging Mechanism and Stacking Bar Assembly for Stacking Chairs	Shelby Williams Industries, Inc.	Record ed	5282669	2-1-94
Knockdown Article of Furniture	Shelby Williams Industries, Inc.	Record ed	5277476	1-11-94
Folding Multi-Pot Holder	Shelby Williams Industries, Inc.	Record ed	5273168	12-28-93
Bumper Edge Guard for Upholstered Seating Furniture	Shelby Williams Industries, Inc.	Record ed	5271662	12-21-93
Bumper Edge Guard for Upholstered Seating Furniture Having a Core Member	Shelby Williams Industries, Inc.	Record ed	5248186	9-28-93
Interaction-High Density Stacking Chair	Shelby Williams Industries, Inc.	Record ed	5123702	6-23-92

Patent	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Bumper Edge Guard for Upholstered Seating Furniture	Shelby Williams Industries, Inc.	Record ed	5118162	6-2-92
Detachable Anchoring Device for a Seat Assembly	Shelby Williams Industries, Inc.	Record ed	5102192	4-7-92
Reinforced Flexible Backrest Assembly for a Chair	Shelby Williams Industries, Inc.	Record ed	5039163	8-13-91
Flexible Backrest Assembly for a Chair	Shelby Williams Industries, Inc.	Record ed	4869552	9-26-89
Transfer Table System	Shelby Williams Industries, Inc.	Record ed	4759677	7-26-88
Sear with Removable Cushions	Shelby Williams Industries, Inc.	Record ed	4755000	7-5-88
Mobile Air-Equipped Transfer Table and Method of Use	Shelby Williams Industries, Inc.	Record ed	4747329	5-31-88
Air Equipped Table	Shelby Williams Industries, Inc.	Record ed	4702664	10-27-87
Chair with Articulated, Flexible Spring Backrest	Shelby Williams Industries, Inc.	Record ed	4603904	8-5-86
Wedge Die for Producing Bent Plywood	Shelby Williams Industries, Inc.	Record ed	4484609	11-27-84
Backrest Height Adjustment for Office Chair	Shelby Williams Industries, Inc.	Record ed	4451084	5-29-84
Seating Spring Assembly and Method	Shelby Williams Industries, Inc.	Record ed	4415147	11-15-83
Task Lighting System	Shelby Williams Industries, Inc.	Record ed	4254449	3-3-81
Space Divider and Acoustic Panel	Shelby Williams Industries, Inc.	Record ed	4214646	7-29-80
Controlled Permeation Process for Fireproofing Wood	Shelby Williams Industries, Inc.	Record ed	4187346	2-5-80
Task Lighting System with Angularly- Displaced Fluorescent Tubes	Shelby Williams Industries, Inc.	Record ed	4161767	7-17-79
Knock-Down Upholstered Furniture	Shelby Williams Industries, Inc.	Record ed	3799611	3-26-74
Stacking Chair Glider Attachment	Shelby Williams Industries, Inc.	Record ed	3755853	9-4-73
Cast-aluminum Stack Chair	Shelby Williams Industries, Inc.	Record ed	3610686	10-5-71
Table Leg Latch Mechanism	Johnson Industries, Inc.	Record ed	5606922	3-4-97
Furniture Glide	Johnson Industries, Inc.	Record ed	4798359	1-17-89
Tilt Top Table Hardware	Johnson Industries, Inc.	Record ed	4773337	9-27-88

Removable and Tiltable Table Top	Johnson Industries, Inc.	Record ed	3993004	11-23-76
Self Adjusting Furniture Support	Johnson Industries, Inc.	Record ed	3827663	8-6-74

EXHIBIT C

TRADEMARKS

Trademark	Owner	Status in Patent Office	Federal Registration Number	Registration Date
HOWE	HOWE a/s		1150259	05/16/00
40/4	HOWE a/s		001749506	10/04/01
DAVID ROWLAND	David Rowland		002124550	09/03/02
ADAPT	Falcon Products, Inc.	Registered Principal Register	2559389	04/09/02
MISCELLANEOUS DESIGN	Falcon Products, Inc.	Registered - Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1919786	09/19/95
FALCON	Falcon Products, Inc.	Registered - Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1925497	10/10/95
CHARLOTTE	Falcon Products, Inc.	Registered - Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1929680	10/24/95
GENESIS	Falcon Products, Inc.	Registered - Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1760286	03/23/93
FLIGHT	Falcon Products, Inc.	Registered and Renewed (First Renewal - 10 yrs)	1720325	09/29/92
FLIGHT	Falcon Products, Inc.	Cancelled Sec. 8 (6-YR)	1715824	09/15/92
FALCON HATCHBACK	Falcon Products, Inc.	Registered - Principal Register	2843222	5/18/04
FALCON CONVERTABLE	Falcon Products, Inc.	Registered - Principal Register	2840399	5/11/04
FALCON COUPE	Falcon Products, Inc.	Registered - Principal Register	2843223	5/18/04
GENUS	Falcon Products, Inc.	Published - Intent to Use	76-516717	Publ. 12/16/03
EASYGO	Falcon Products, Inc.	Published - Intent to Use	76-562728	Publ. 9/7/04
COMPASSO	Falcon Products, Inc.	Published - Intent to Use	76-562725	Publ. 9/7/04
GUBI	Falcon Products, Inc.	Published - Intent to Use	76-562726	Publ. 9/7/04
ESSENTIALS	Johnson Industries, Inc.	Registered - Principal Register	2430153	02/20/01
VARIANT	Johnson Industries, Inc.	Cancelled Sec. 8 (6-YR)	2034367	01/28/97
HOWE	Howe Furniture Corporation	Registered and Renewed (First Renewal)	1173275	10/13/81
TEMPEST	Howe Furniture Corporation	Registered and Renewed (First Renewal)	1575032	01/02/90
ALLIANCE	Howe Furniture Corporation	Cancelled Sec. 8 (10-YR) / Expired Section 9	1584729	02/27/90
CONCORDE	Howe Furniture Corporation	Registered and Renewed (First Renewal)	1628346	12/18/90
DIFFRIENT	Howe Furniture Corporation	Registered and Renewed (First Renewal)	1632391	01/22/91
TABLES = HOWE	Howe Furniture Corporation	Registered and Renewed (First Renewal)	1729403	11/03/92
STORM	Howe Furniture Corporation	Registered - Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1970507	04/23/96
TUTOR	Howe Furniture Corporation	Registered - Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	2020731	12/03/96
UTILITY	Howe Furniture Corporation	Registered - Supplemental	2495157	10/02/01

TRADEMARK

REEL: 002955 FRAME: 0858

Trademark	Owner	Status in Patent Office	Federal Registration Number	Registration Date
COLLECTION		Register		
INTERSPACE	Shelby Williams Industries, Inc.	Registered –Principal Register	2362921	06/27/00
CHANGING THE WAY THE WORLD SITS	Shelby Williams Industries, Inc.	Registered –Principal Register	2308439	01/18/00
THE RATTAN & WICKER COLLECTION	Shelby Williams Industries, Inc.	Registered – Supplemental Register	2291635	11/09/99
WAFER	Shelby Williams Industries, Inc.	Registered –Principal Register	2270754	08/17/99
THE RATTAN & WICKER COLLECTION	Shelby Williams Industries, Inc.	Registered –Supplemental Register	2246777	05/18/99
PHILOCRAFT	Shelby Williams Industries, Inc.	Registered –Principal Register	2245968	05/18/99
THE RATTAN & WICKER COLLECTION	Shelby Williams Industries, Inc.	Registered – Supplemental Register	2239898	04/13/99
THE LATTICE COLLECTION	Shelby Williams Industries, Inc.	Registered –Principal Register	2137698	02/17/98
THE CENTER POINT COLLECTION	Shelby Williams Industries, Inc.	Registered –Principal Register	2102006	09/30/97
RENAISSANCE SQUARE	Shelby Williams Industries, Inc.	Registered – Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1954849	02/06/96
PHILL O CRAFT	Shelby Williams industries, Inc.	Registered and Renewed (First Renewal – 10 yrs)	1721993	10/06/92
THE CONTRACT DESIGN CENTER	Shelby Williams Industries, Inc.	Registered – Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1536857	04/25/89
VERSA-LOCK SYSTEM	Shelby Williams Industries, Inc.	Cancelled Sec. 8 (6-YR)	1534317	04/11/89
KING ARTHUR	Shelby Williams Industries, Inc.	Registered – Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1469080	12/15/87
THE CHAIR EXPRESS	Shelby Williams Industries, Inc.	Registered – Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1410563	09/23/86
GRIP-TEX	Shelby Williams Industries, Inc.	Registered – Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1385745	03/11/86
PYROSAFE	Shelby Williams Industries, Inc.	Registered – Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1294298	09/11/84
SHELBY WILLIAMS	Shelby Williams Industries, Inc.	Registered & Renewed (First Renewal- 10 yrs)	1282484	06/19/84
SW	Shelby Williams Industries, Inc.	Registered – Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1278979	05/22/84
NEOWOOL	Shelby Williams Industries, Inc.	Registered – Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1269932	03/13/84
PYROGUARD	Shelby Williams Industries, Inc.	Cancelled Sec. 8 (6-YR)	1208433	09/14/82
REACTA	Shelby Williams Industries, Inc.	Cancelled Sec. 8 (10-YR) / Expired Section 9	1182142	12/15/81
ULTREX	Shelby Williams Industries,	Cancelled Sec. 8 (6-YR)	1180204	12/1/81

Trademark	Owner	Status in Patent Office	Federal Registration Number	Registration Date
	Inc.			
POW-R-PAX	Shelby Williams Industries, Inc.	Registered & Renewed (First Renewal- 10 yrs)	1037486	4/6/76
XPANDX	Shelby Williams Industries, Inc.	Registered & Renewed (First Renewal- 10 yrs)	1036819	3/30/76
XTENDX	Shelby Williams Industries, Inc.	Registered and Renewed - 20 Year	840463	12/12/67
MAGNATRAX	Shelby Williams industries, Inc.	Registered and Renewed - 20 Year	800301	12/14/65
MAGNASTEEL	Shelby Williams Industries, Inc.	Registered and Renewed - 20 Year	800300	12/14/65
AMERICAN OF CHICAGO	Shelby Williams Industries, Inc.	Expired Section 9	793349	7/27/65
ATOMICA	Shelby Williams Industries, Inc.	Registered and Renewed - 20 Year	774518	8/4/64
ATOMITE	Shelby Williams Industries, Inc.	Registered and Renewed - 20 Year	765090	2/18/64
ENGINEERED TO SERVE YOUR FUTURE	Shelby Williams Industries, Inc.	Cancelled Sec. 8 (10-YR) / Expired Section 9	751228	6/18/63
SHELBY WILLIAMS	Shelby Williams Industries, Inc.	Registered & Renewed (Second Renewal- 10 yrs)	730793	5/1/62
THONET	Shelby Williams Industries, Inc.	Registered & Renewed (Third Renewal- 10 yrs)	543265	6/5/51
THONET BENT WOOD	Shelby Williams Industries, Inc.	Registered & Renewed (Second Renewal- 20 yrs)	433309	10/7/47
THONET BENT PLY AND DESIGN	Shelby Williams Industries, Inc.	Registered and Renewed - 20 Year	430883	7/1/47
THONET T	Shelby Williams Industries, Inc.	Expired Section 9	226807	4/19/27
THONET	Shelby Williams Industries, Inc.	Registered & Renewed (Third Renewal- 20 yrs)	226806	4/19/27
SW (AND DESIGN)	Shelby Williams Industries, Inc.	Pending - Initialized	76-595280	6/3/04
ESSENTIA	Sellers & Josephson, Inc.	Registered -Principal Register	2309920	1/18/00
JUST TEXTURES	Sellers & Josephson, Inc.	Registered - Sec. 8 (6-YR) Accepted	2260080	7/6/99
VISTA	Sellers & Josephson, Inc.	Registered -Principal Register	2215345	12/29/98
S & J	Sellers & Josephson, Inc.	Registered - Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	2141680	3/10/98
TROVE	Sellers & Josephson, Inc.	Cancelled Sec. 8 (6-YR)	2093660	9/2/97
SELLERS & JOSEPHSON	Sellers & Josephson, Inc.	Cancelled Sec. 8 (6-YR)	2029583	1/14/97
TEXTURES AND BORDERS	Sellers & Josephson, Inc.	Registered - Sec. 8 (6-YR) Accepted	1997752	8/27/96
PRISMA	Sellers & Josephson, Inc.	Registered - Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1841326	6/21/94
SELLERS &	Sellers & Josephson, Inc.	Registered & Renewed	1768602	5/4/93

JOSEPHSON INC.		(First Renewal- 10 yrs)		
TEXTURAL DISCOVERIES	Sellers & Josephson, Inc.	Cancelled Sec. 8 (6-YR)	1763686	4/6/93
TEXTURAL PREFERENCES	Sellers & Josephson, Inc.	Cancelled Sec. 8 (6-YR)	1746401	1/12/93
TEXTURES PLUS 1	Sellers & Josephson, Inc.	Cancelled Sec. 8 (6-YR)	1745192	1/5/93
SELLERS & JOSEPHSON INC.	Sellers & Josephson, Inc.	Registered -Principal Register	2842401	5/18/04
DIRECT WALLCOVERING	Sellers & Josephson, Inc.	Pending - Intent to Use	76-601568	7/12/04

EXHIBIT D

LICENSES

Agreement between Licensor and Howe Furniture Corporation	License to manufacture use and sell a stackable chair designed by David Rowland under the trademark "40/4" and to use the signature of David Rowland on the chairs produced	David Rowland, Industrial Designer	Commenced November 9, 1992 and continues until 6 months after Howe ceases its marketing of the chairs
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SCHEDULE I

Non-Assignable Licenses

The David Rowland license described in Exhibit D (i) requires licensor's consent to any assignment by Howe except for assignments to related parties or upon a sale of substantially all of Howe's assets or any merger consolidation or reorganization of Howe and (ii) provides for termination upon failure to pay royalties as provided therein. No inventory owned by a Borrower or a Domestic Subsidiary is subject to the David Rowland license.