

07-29-2004



MD 7-29-04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2)

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HEET LY

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

Tab settings

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

1. Name of conveying party(ies):

Lexington Furniture Industries, Inc.

- 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: Congress Financial Corporation (Florida),

as Collateral Agent

Street Address: 777 Brickell Avenue

City: Miami State: FL Zip: 33131

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida 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

Execution Date: 5/24/04

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

A. Trademark Application No.(s)

See Schedule A attached hereto.

B. Trademark Registration No.(s)

See Schedule A attached hereto.

Additional number(s) attached Yes No

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

Name: Tracey D. Bennett

Internal Address: Otterbourg, Steindler, Houston

& Rosen, P.C.

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved:

65

7. Total fee (37 CFR 3.41) \$ 1,640.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Tracey D. Bennett

Name of Person Signing

Tracey D. Bennett

Signature

7-27-04

Date

07/27/2004 LUMELLER 00000003 0031030

Total number of pages including cover sheet, attachments, and document: 37

01 FC:0521 02 FC:0522

40.00 OP 1600.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 003012 FRAME: 0952

SCHEDULE A  
TO  
TRADEMARK RECORDATION COVER SHEET

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registration Numbers:

0831030	1267164	1299533
1303742	1504866	1576409
1724655	1734056	1763699
1866381	1933805	1947643
2209560	2199079	2300390
2215405	2272948	2257932
2273493	2474052	2480481
2472154	2615679	2732511
2462866	2684161	2538657
2605595	2544477	2676507
2653553	2591194	2578497
2578500	2688285	1555788
2818429	2821340	2821339

Trademark Application Numbers:

74/300403	75/199245	75/436784
75/488465	75/586057	75/612989
75/698364	75/698736	75/939794
75/939795	75/941822	76/055372
76/075280	76/083179	76/088968
76/111391	76/336543	78/155064

78/155078	78/201618	78/219524
78/219525	78/219527	78/249520
78/250745	78/401553	

AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated May 24, 2004, is by and between LEXINGTON FURNITURE INDUSTRIES, INC., a North Carolina corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION (FLORIDA), a Florida corporation, in its capacity as collateral agent (together with its successors and assigns, including any replacement collateral agent, "Secured Party"), pursuant to the Intercreditor, Subordination and Collateral Agency Agreement (as hereinafter defined) acting for and on behalf of the financial institutions including, without limitation, the Existing Loan Lenders and Subordinated Loan Lender (each as defined therein) which are parties thereto as lenders.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and/or is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor and its affiliate, Lexington Holding, Inc. ("Holding") entered into financing arrangements with Congress Financial Corporation (Florida) in its capacity as agent pursuant to the Existing Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (in such capacity, "Existing Agent") and the financial institutions which are parties to the Existing Loan Agreement as lenders (each, together with Existing Agent, individually, an "Existing Lender" and collectively, "Existing Lenders") pursuant to which Existing Lenders (or Existing Agent on behalf of the other Existing Lenders) made loans and provided other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated April 12, 2002, by and among Debtor, certain of its affiliates, Existing Agent and Existing Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Existing Loan Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Existing Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Existing Loan Documents");

WHEREAS, in order to induce Existing Agent and Existing Lenders to enter into the Existing Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor granted to Existing Agent certain collateral security as set forth in the Trademark Collateral Assignment and Security Agreement, dated April 12, 2002, between Debtor and Secured Party, and recorded in the United States Patent and

Trademark Office on May 30, 2002, on Reel 002509, Frame 0597 (the "Existing Trademark Assignment");

WHEREAS, Existing Agent and Existing Lenders have agreed to amend and restate the Existing Loan Documents and to continue the financing arrangements with Debtor pursuant to which Existing Lenders (or Existing Agent on behalf of the other Existing Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Amended and Restated Loan Agreement, dated of even date herewith, by and among Debtor, Holding, Existing Agent and Existing Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Revolving Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Agreement (all of the foregoing, together with the Revolving Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Restated Loan Documents");

WHEREAS, Debtor and certain of its affiliates have entered into or are about to enter into financing arrangements with York Street Mezzanine Partners, L.P. ("Noteholder") pursuant to which Debtor is obligated to Noteholder in respect of certain subordinated notes as set forth in the Note Purchase Agreement, dated of even date herewith, by and among Debtor, certain of their affiliates and Noteholder (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being referred to herein as the "Note Purchase Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Note Purchase Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Note Purchase Documents");

WHEREAS, Existing Lenders and Noteholder (the Existing Lenders and Noteholder being referred to herein, each individually as a "Lender" and collectively, as "Lenders") have authorized and appointed Secured Party to act for and on behalf of each of them as collateral agent as set forth in the Intercreditor, Subordination and Collateral Agency Agreement, dated of even date herewith, by and among Secured Party and Lenders, as acknowledged and agreed to by Debtor and certain of its affiliates (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Collateral Agency Agreement"); and

WHEREAS, in order to induce Secured Party, Existing Lenders and Lenders to enter into the Existing Loan Documents and the Restated Loan Documents (collectively, the "Financing Agreements"), to induce Noteholder to enter into the Note Purchase Documents and to induce Lenders to make loans and advances, purchase the senior subordinated notes and provide other financial accommodations, as applicable, to Debtor pursuant thereto, Debtor has agreed to secure the payment and performance of the Obligations (as hereinafter defined) and to accomplish same by amending and restating the Existing Trademark Assignment on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby grants to Secured Party, and confirms, reaffirms and restates its prior grant to Secured Party of a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Revolving Loan Agreement, the other Financing Agreements, the Note Purchase Documents, or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Revolving Loan Agreement or Note Purchase Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and

however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect. Debtor owns the sole, full and clear title to such Collateral, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the General Security Agreements (as that term is defined in the Revolving Loan Agreement), (ii) the security interests permitted under the Revolving Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Financing Agreements and the Note Purchase Documents. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor, to its knowledge, does not have any Trademarks, or pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form

of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. If at any time, the Noteholder becomes the Collateral Agent pursuant to Section 2.7 of the Collateral Agency Agreement, Debtor shall similarly deliver such Special Power of Attorney in favor of the Noteholder as Secured Party.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Revolving Loan Agreement or the Note Purchase Agreement, as applicable, and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that , Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Event of Default, or event, act or condition which with notice or passage of time or both would constitute an Event of Default, shall exist or have occurred as of such time. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any



political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's best knowledge no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Revolving Loan Agreement and the Note Purchase Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Revolving Loan Agreement or the Note Purchase Agreement, as applicable, and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default under the Revolving Loan Agreement or the Note Purchase Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, Revolving Loan Agreement, any of the other Financing Agreements, the Note Purchase Agreement, any of the other Note Purchase Documents, applicable law or otherwise, Secured Party shall have the

following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, after the occurrence and continuance of any Event of Default Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Revolving Loan Agreement or the Note Purchase Agreement, as applicable.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, the Note Purchase Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS  
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Florida.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Dade County, Florida and the United States District Court for the Southern District of Florida and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH

CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement, the Revolving Loan Agreement, the other Financing Agreements, the Note Purchase Agreement and the other Note Purchase Documents.

## 7. ACKNOWLEDGMENT AND RESTATEMENT

(a) Debtor hereby acknowledges, confirms and agrees that Secured Party has and shall continue to have a security interest in and lien upon the Collateral heretofore granted to Secured Party pursuant to this Agreement, the Collateral Agency Agreement or under any of the other Financing Agreements or Note Purchase Documents or otherwise granted to or held by Secured Party to secure the Obligations.

(b) The liens and security interests of Secured Party in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether under the Existing Trademark Assignment, this Agreement, the Collateral Agency Agreement, any of the other Financing Agreements or the Note Purchase Documents.

(c) Except as otherwise stated in Section 7(a) hereof and this Section 7(c), as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Assignment are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement and the other Financing Agreements, except that nothing herein or in the other Financing Agreements shall impair or adversely affect the continuation of the liability of Debtor for the Obligations heretofore granted, pledged and/or assigned to Secured Party. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Debtor evidenced by or arising under the other Financing Agreements, and the liens and security interests securing such Indebtedness and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released.

8. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:                   Lexington Furniture Industries, Inc.  
411 S. Salisbury  
Lexington, NC 27293-1008  
Attention: Chief Financial Officer  
Telephone No.: 336-249-5300  
Telecopier No.: 336-249-5203

with a copy to:               Sun Lexington, LLC  
5200 Town Center Circle, Suite 470  
Boca Raton, Florida 33486  
Attention: Mr. Marc J. Leder,  
Mr. Rodger R. Krouse and  
Mr. Jason Neimark  
Telephone No.: 561-394-0550  
Telecopier No.: 561-394-0540

with a copy to:               Kirkland & Ellis  
200 East Randolph Drive  
Chicago, Illinois 60601  
Attention: Jocelyn Hirsch, Esq.  
Telephone No.: 312-861-2000  
Telecopier No.: 312-861-2200

If to Secured Party   Congress Financial Corporation (Florida)  
and Existing Lenders: 777 Brickell Avenue  
Miami, Florida 33131  
Attention: Portfolio Manager  
Telephone No.: 305-371-6671  
Telecopy No.: 305-371-9456

If to Noteholder:       York Street Mezzanine Partners, L.P.

One Pluckemin Way  
Bedminster, New Jersey 07921  
Attention: Mr. Robert Golding  
Telecopy No.: 908-658-9933

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the Revolving Loan Agreement, the other Financing Agreements, the Note Purchase Agreement, the other Note Purchase Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party, its replacements pursuant to Section 2.7 of the Collateral Agency Agreement, and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) Notwithstanding anything to the contrary contained here, the rights and obligations of the Secured Party and Debtor hereunder with respect to the Collateral are subject to the terms and conditions of the Collateral Agency Agreement and, to the extent that any of the provisions

hereof conflict with the Collateral Agency Agreement, the applicable provisions of the Collateral Agency Agreement shall control.

(g) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

LEXINGTON FURNITURE INDUSTRIES, INC.

By: 

Title: President

CONGRESS FINANCIAL CORPORATION  
(FLORIDA), in its capacity as Collateral Agent

By: 

Title: 1<sup>st</sup> Vice President



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

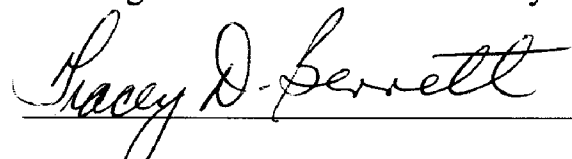
On the 21<sup>st</sup> day of May, 2004, before me personally came Robert Stec, to me known, who being by me duly sworn, did depose, acknowledge and say that he/~~she~~ is the President of LEXINGTON FURNITURE INDUSTRIES, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.



Notary Public  
TRACEY D. BENNETT  
Notary Public, State of New York  
No. 01BE6022715  
Qualified in Queens County  
Commission Expires 4 15 2007

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

On this 21<sup>st</sup> day of May, 2004, before me personally came Pat Cloninger, to me known, who, being duly sworn, did depose and say, that he/~~she~~ is the First Vice President of CONGRESS FINANCIAL CORPORATION (FLORIDA), the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



Notary Public  
TRACEY D. BENNETT  
Notary Public, State of New York  
No. 01BE6022715  
Qualified in Queens County  
Commission Expires 4 15 2007

EXHIBIT A  
TO  
AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

SEE ATTACHED

A-1

Thursday, April 08, 2004 **Client Index** Dates From To: 1

Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Status	Owner	Renewal Date	Atty
LEXINGTON (Stylized)	United States of America	LEXTN-001	Status: Registered	LEXINGTON FURN. INDUSTRIES INC	27-Jun-2007	JLE
LEXINGTON FURNITURE INDUSTRIES (and Design)	United States of America	LEXTN-002	Status: Registered	Application #/Date: 72/231096 Registration #/Date: 0831030 LEXINGTON FURN. INDUSTRIES INC	22-Oct-1965 27-Jun-1967 14-Feb-2004	JLE JDM JLE
HICKORYCRAFT	United States of America	LEXTN-003	Status: Registered	Application #/Date: 73/368583 Registration #/Date: 1267164 LEXINGTON FURN. INDUSTRIES INC	08-Jun-1982 14-Feb-1984 09-Oct-2004	JLE JDM JLE
J DON OF HICKORY (and Design)	United States of America	LEXTN-004	Status: Registered	Application #/Date: 73/372659 Registration #/Date: 1299533 LEXINGTON FURN. INDUSTRIES INC	01-Jul-1982 09-Oct-1984 06-Nov-2004	JLE JDM JLE
LEXINGTON	United States of America	LEXTN-005	Status: Registered	Application #/Date: 73/457529 Registration #/Date: 1303742 LEXINGTON FURN. INDUSTRIES INC	19-Dec-1983 06-Nov-1984 20-Sep-2008	JLE JDM JLE
LEXINGTON	Japan	LEXTN-005/JP	Status: Registered	Application #/Date: 73/708258 Registration #/Date: 1504866 LEXINGTON FURN. INDUSTRIES INC	29-Jan-1988 20-Sep-1988 24-Nov-2010	JLE JDM JLE
			Status: Registered	Application #/Date: 4197996 Registration #/Date: 4434852	17-Apr-1996 24-Nov-2000	JLE JDM

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Status	Owner	Renewal Date	Atty
LEXINGTON FURNITURE INDUSTRIES	United States of America	LEXTN-006	Status: Renewed	LEXINGTON FURN. INDUSTRIES INC	09-Jan-2010	JLE
IMAGINATIONS	United States of America	LEXTN-007	Status: Abandoned	Application #/Date: 73/794758 Registration #/Date: 1576409	21-Apr-1989 09-Jan-1990	JLE JDM
WEATHERGUARD	United States of America	LEXTN-008	Status: Registered	Application #/Date: 74/165349 Registration #/Date: 1724655	10-May-1991 13-Oct-1992	JLE JDM
MOISTUREGUARD	United States of America	LEXTN-009	Status: Registered	Application #/Date: 74/178625 Registration #/Date: 1734056	24-Jun-1991 17-Nov-1992	JLE JDM
WEEKEND RETREAT	United States of America	LEXTN-010	Status: Abandoned	Application #/Date: 74/179313 Registration #/Date: 1763699	06-Apr-1993 06-Dec-2004	JLE JLE
DIXIE	United States of America	LEXTN-011	Status: Abandoned	Application #/Date: 74/203011 Registration #/Date: 1,866,381	13-Sep-1991 06-Dec-1994	JLE JDM
			Status: Abandoned	Application #/Date: 74/300403	03-Aug-1992	JLE JDM

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Status	Owner	Renewal Date	Atty
KID'S RETREAT	United States of America	LEXTN-012	Status: Registered	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 74/443770 Registration #/Date: 1933805	07-Nov-2005	JLE
PACIFIC OVERTURES	United States of America	LEXTN-013	Status: Registered	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 74/538423 Registration #/Date: 1947643	04-Oct-1993 07-Nov-1995	JLE JDM
HENRY LINK	United States of America	LEXTN-014	Status: Registered	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 75/199225 Registration #/Date: 2209560	09-Jan-2006 16-Jun-1994 09-Jan-1996	JLE JLE JDM
COMPLEMENTS OF LEXINGTON	United States of America	LEXTN-015	Status: Abandoned	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 75/199245	08-Dec-2008 18-Nov-1996 08-Dec-1998	JLE JLE JDM
VILLAREY	United States of America	LEXTN-016	Status: Registered	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 75/278,624 Registration #/Date: 2199079	18-Nov-1996 20-Oct-2008	JLE JDM
SEASIDE RETREAT	United States of America	LEXTN-017	Status: Registered	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 75/292938 Registration #/Date: 2300390	21-Apr-1997 20-Oct-1998 14-Dec-2009	JLE JDM JLE
					16-May-1997 14-Dec-1999	JLE JDM

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Dates From	To:	Owner	Renewal Date	Atty
ATLANTIC OVERTURES	United States of America	LEXTN-018			LEXINGTON FURN. INDUSTRIES INC	29-Dec-2008	JLE
		Status: Registered			Application #/Date: 75/303370 Registration #/Date: 2215405	09-Jun-1997 29-Dec-1998	JLE JDM
CAMDEN HALL	United States of America	LEXTN-019			LEXINGTON FURN. INDUSTRIES INC	24-Aug-2009	JLE
		Status: Registered			Application #/Date: 75/355569 Registration #/Date: 2272948	12-Sep-1997 24-Aug-1999	JLE JDM
AMERICAN MIX	United States of America	LEXTN-020			LEXINGTON FURN. INDUSTRIES INC	29-Jun-2009	JLE
		Status: Registered			Application #/Date: 75/356311 Registration #/Date: 2257932	10-Sep-1997 29-Jun-1999	JLE JDM
BETSY CAMERON'S STORYBOOK	United States of America	LEXTN-021			LEXINGTON FURN. INDUSTRIES INC	31-Aug-2009	JLE
		Status: Registered			Application #/Date: 75/370206 Registration #/Date: 2273493	08-Oct-1997 31-Aug-1999	JLE JDM
WARREN KIMBLE'S AMERICA	United States of America	LEXTN-022			LEXINGTON FURN. INDUSTRIES INC		JLE
		Status: Abandoned			Application #/Date: 75/436784	19-Feb-1998	JLE
ISLAND FEVER	United States of America	LEXTN-023			LEXINGTON FURN. INDUSTRIES INC		JDM
		Status: Abandoned			Application #/Date: 75/488465	20-May-1998	JLE

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Status	Owner	Application #/Date:	Renewal Date	Atty
AMERICAN HOMECOMING IN OAK	United States of America	LEXTN-024	Status: Abandoned	LEXINGTON FURN. INDUSTRIES INC	75/586057	10-Nov-1998	JLE
AMERICAN HOMECOMING	United States of America	LEXTN-025	Status: Registered	LEXINGTON FURN. INDUSTRIES INC	75/586058 2474052	10-Nov-1998 31-Jul-2011	JLE JDM
AND SO TO BED	United States of America	LEXTN-026	Status: Published	LEXINGTON FURN. INDUSTRIES INC	75/612989	29-Dec-1998	JLE
SOLGARDEN (Stylized)	United States of America	LEXTN-027	Status: Registered	LEXINGTON FURN. INDUSTRIES INC	75/645962	21-Aug-2011	JLE
PIECES OF YOUR LIFE	United States of America	LEXTN-028	Status: Registered	LEXINGTON FURN. INDUSTRIES INC	2480481	19-Feb-1999 21-Aug-2001	JLE JDM
PACIFIC HEIGHTS	United States of America	LEXTN-029	Status: Abandoned	LEXINGTON FURN. INDUSTRIES INC	75/698363 2472154	05-May-1999 24-Jul-2001	JLE JDM

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Status	Owner	Renewal Date	Atty
COMPASS POINT	United States of America	LEXTN-030		LEXINGTON FURN. INDUSTRIES INC	03-Sep-2012	JLE
			Status: Registered	Application #/Date: 75/698735 Registration #/Date: 2615679	05-May-1999	JLE
LEXINGTON CASUAL	United States of America	LEXTN-031		LEXINGTON FURN. INDUSTRIES INC	03-Sep-2002	JDM
			Status: Abandoned	Application #/Date: 75/698736	05-May-1999	JLE
LEXINGTON	United States of America	LEXTN-032		LEXINGTON FURN. INDUSTRIES INC	01-Jul-2013	JLE
			Status: Allowed	Application #/Date: 75/881365 Registration #/Date: 2732511	21-Dec-1999	JLE
LEXINGTON PLACE	United States of America	LEXTN-033		LEXINGTON FURN. INDUSTRIES INC	01-Jul-2003	JDM
			Status: Abandoned	Application #/Date: 75/939794	09-Mar-2000	JLE
LEXINGTON PLACE	Canada	LEXTN-033/CA		LEXINGTON FURN. INDUSTRIES INC		JDM
			Status: Pending - to be abandoned	Application #/Date: 1065183	28-Jun-2000	JLE
LEXINGTON PLACE	Mexico	LEXTN-033/MX/20		LEXINGTON FURN. INDUSTRIES INC	08-Sep-2010	JDM
			Status: Registered - to be abandoned	Application #/Date: 446595 Registration #/Date: 677490	08-Sep-2000	JLE
					31-Oct-2000	JDM



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Client: LEXIN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Dates From	To:	Owner	Renewal Date	Atty
LEXINGTON PLACE	Mexico	LEXTN-033/MX/42			LEXINGTON FURN. INDUSTRIES INC	08-Sep-2010	JLE
		Status: Registered			Application #/Date: 446594	08-Sep-2000	JLE
LEXINGTON SPACE	United States of America	LEXTN-034			Registration #/Date: 677489	31-Oct-2000	JDM
		Status: Abandoned			LEXINGTON FURN. INDUSTRIES INC		JLE
					Application #/Date: 75/939795	09-Mar-2000	JLE
LEXINGTON SPACE	Canada	LEXTN-034/CA			LEXINGTON FURN. INDUSTRIES INC		JDM
		Status: Pending			Application #/Date: 1065182	28-Jun-2000	JLE
LEXINGTON SPACE	Mexico	LEXTN-034/MX/20			LEXINGTON FURN. INDUSTRIES INC	08-Sep-2010	JLE
		Status: Registered			Application #/Date: 446599	08-Sep-2000	JLE
LEXINGTON SPACE	Mexico	LEXTN-034/MX/42			Registration #/Date: 675198	20-Oct-2000	JDM
		Status: Registered			LEXINGTON FURN. INDUSTRIES INC	08-Sep-2010	JLE
					Application #/Date: 446598	08-Sep-2000	JLE
LAURYN OLIVIA	United States of America	LEXTN-035			Registration #/Date: 675197	20-Oct-2000	JDM
		Status: Registered			LEXINGTON FURN. INDUSTRIES INC	19-Jun-2011	JLE
					Application #/Date: 75/939796	09-Mar-2000	JLE
					Registration #/Date: 2462866	19-Jun-2001	JDM

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Dates From	To:	Owner	Renewal Date	Atty
LEXINGTON HOME BRANDS	United States of America	LEXTN-036			LEXINGTON FURN. INDUSTRIES INC.	04-Feb-2013	JLE
		Status: Registered			Application #/Date: 75/940771	09-Mar-2000	JLE
LEXINGTON HOME BRANDS	Australia	LEXTN-036/AU			LEXINGTON FURN. INDUSTRIES INC	04-Feb-2003	JDM
		Status: Abandoned			Registration #/Date: 2684161		JLE
LEXINGTON HOME BRANDS	Canada	LEXTN-036/CA			LEXINGTON FURN. INDUSTRIES INC		JLE
		Status: Pending			Application #/Date: 1065184	28-Jun-2000	JLE
LEXINGTON HOME BRANDS	China	LEXTN-036/CN/20			LEXINGTON FURN. INDUSTRIES INC	13-Oct-2011	JDM
		Status: Registered			Application #/Date: 2000120493	10-Aug-2000	JLE
LEXINGTON HOME BRANDS	China	LEXTN-036/CN/35			LEXINGTON FURN. INDUSTRIES INC	14-Oct-2001	JDM
		Status: Registered			Registration #/Date: 1648990	27-Feb-2012	JLE
LEXINGTON HOME BRANDS	European Community	LEXTN-036/EU			LEXINGTON FURN. INDUSTRIES INC	10-Aug-2000	JLE
		Status: Registered			Application #/Date: 2000120494	28-Feb-2002	JDM
					Registration #/Date: 1723489	06-Sep-2010	JLE
					Application #/Date: 1841188	06-Sep-2000	JLE
					Registration #/Date: 1841188	24-Jul-2002	JDM

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Dates From	Owner	Renewal Date	Atty
LEXINGTON HOME BRANDS	Japan	LEXTN-036/JP		LEXINGTON FURN. INDUSTRIES INC	20-Dec-2007	JLE
		Status: Registered		Application #/Date: 2001075905	22-Aug-2001	JLE
LEXINGTON HOME BRANDS	Mexico	LEXTN-036/MX/20		LEXINGTON FURN. INDUSTRIES INC	20-Dec-2002	JDM
		Status: Registered		Registration #/Date: 4631804	08-Sep-2010	JLE
LEXINGTON HOME BRANDS	Mexico	LEXTN-036/MX/42		LEXINGTON FURN. INDUSTRIES INC	08-Sep-2000	JLE
		Status: Registered		Application #/Date: 446593	31-Oct-2000	JDM
LEXINGTON HOME BRANDS	Philippines	LEXTN-036/PH		LEXINGTON FURN. INDUSTRIES INC	08-Sep-2010	JLE
		Status: Abandoned		Application #/Date: 446592	08-Sep-2000	JLE
				Registration #/Date: 677487	31-Oct-2000	JDM
LEXINGTON DESTINATION	United States of America	LEXTN-037		LEXINGTON FURN. INDUSTRIES INC	08-Sep-2000	JLE
		Status: Abandoned		Application #/Date: 4200000765	08-Sep-2000	JDM
LEXINGTON DESTINATION	Canada	LEXTN-037/CA		LEXINGTON FURN. INDUSTRIES INC	09-Mar-2000	JLE
		Status: Pending		Application #/Date: 75/941822	09-Mar-2000	JDM
				Application #/Date: 1065180	28-Jun-2000	JLE
						JDM

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Client: LEXITN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Dates From	Owner	Renewal Date	Atty
LEXINGTON DESTINATION	Mexico	LEXITN-037/MX/20 Status: Registered		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 446597 Registration #/Date: 677492	08-Sep-2010	JLE
LEXINGTON DESTINATION	Mexico	LEXITN-037/MX/42 Status: Registered		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 446596 Registration #/Date: 677491	08-Sep-2010	JLE
LEXINGTON HOME FURNISHINGS	United States of America	LEXITN-038 Status: Abandoned		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 76/055372	24-May-2000	JLE
LEXINGTON KIDS	United States of America	LEXITN-039 Status: Published		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 76/075280	21-Jun-2000	JLE
SIMPLE	United States of America	LEXITN-040 Status: Abandoned		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 76/083179	05-Jul-2000	JLE
UNIQUE FAMILIARITIES	United States of America	LEXITN-041 Status: Abandoned		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 76/088968	14-Jul-2000	JLE

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Dates From	To:	Owner	Renewal Date	Atty
SOPHIE'S ATTIC	United States of America	LEXTN-042			LEXINGTON FURN. INDUSTRIES INC	12-Feb-2012	JLE
		Status: Registered			Application #/Date: 76/095654	11-Jul-2000	JLE
SOPHIE'S ATTIC	Canada	LEXTN-042/CA			LEXINGTON FURN. INDUSTRIES INC	12-Feb-2002	JDM
		Status: Abandoned			Application #/Date: 1089350	17-Jan-2001	JLE
THE SPIRIT OF HOME	United States of America	LEXTN-043			LEXINGTON FURN. INDUSTRIES INC		JDM
		Status: Abandoned			Application #/Date: 76/111391	17-Aug-2000	JLE
LAUREL VALLEY	United States of America	LEXTN-044			LEXINGTON FURN. INDUSTRIES INC	06-Aug-2012	JLE
		Status: Registered			Application #/Date: 76/118,146	28-Aug-2000	JLE
LAUREL VALLEY	European Community	LEXTN-044/EU			LEXINGTON FURN. INDUSTRIES INC	06-Aug-2002	JDM
		Status: Registered			Registration #/Date: 2605595	28-Feb-2011	JLE
LAUREL VALLEY	Japan	LEXTN-044/JP			LEXINGTON FURN. INDUSTRIES INC	28-Feb-2001	JLE
		Status: Registered			Application #/Date: 2110112	12-Apr-2002	JDM
		Status: Registered			Registration #/Date: 2110112	26-Apr-2012	JLE
		Status: Registered			Application #/Date: 2001016947	27-Feb-2001	JLE
		Status: Registered			Registration #/Date: 4564436	26-Apr-2002	JDM

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Dates From	To:	Owner	Renewal Date	Atty
LAUREL VALLEY	Korea, Republic of	LEXTN-044/KR			LEXINGTON FURN. INDUSTRIES INC		JLE
		Status: Abandoned			Application #/Date: 40200100073	27-Feb-2001	JLE
LAUREL VALLEY	Mexico	LEXTN-044/MX			LEXINGTON FURN. INDUSTRIES INC	28-Feb-2011	JDM
		Status: Registered			Application #/Date: 473401	28-Feb-2001	JLE
LAUREL VALLEY	Panama	LEXTN-044/PA			LEXINGTON FURN. INDUSTRIES INC	31-Oct-2001	JDM
		Status: Registered			Registration #/Date:	01-Mar-2011	JLE
LAUREL VALLEY	Singapore	LEXTN-044/SG			LEXINGTON FURN. INDUSTRIES INC	01-Mar-2001	JLE
		Status: Registered			Application #/Date: 113115	30-Sep-2002	JDM
LAUREL VALLEY	Thailand	LEXTN-044/TH			LEXINGTON FURN. INDUSTRIES INC	28-Aug-2010	JLE
		Status: Registered			Application #/Date: T0102686E	28-Feb-2001	JLE
LAUREL VALLEY	Taiwan	LEXTN-044/TW			LEXINGTON FURN. INDUSTRIES INC	28-Aug-2000	JDM
		Status: Registered			Registration #/Date: Kor159656	28-Feb-2001	JDM
					Application #/Date: 447160	30-Apr-2012	JLE
					Registration #/Date: 90023020	07-Jun-2001	JLE
					Registration #/Date: 996745	01-May-2002	JDM

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Owner	Renewal Date	Atty
LO (and Design)	United States of America	LEXTN-045	LEXINGTON FURN. INDUSTRIES INC	05-Mar-2012	JLE
		Status: Registered	Application #/Date: 76/148235	17-Oct-2000	JLE
HENRY LINK TRADING CO.	United States of America	LEXTN-046	LEXINGTON FURN. INDUSTRIES INC	05-Mar-2002	JDM
		Status: Registered	Registration #/Date: 254477	21-Jan-2013	JLE
HENRY LINK TRADING CO. (and Design)	United States of America	LEXTN-047	LEXINGTON FURN. INDUSTRIES INC	09-Feb-2001	JLE
		Status: Registered	Application #/Date: 76/207903	21-Jan-2003	JDM
LEXSUEDE	United States of America	LEXTN-048	LEXINGTON FURN. INDUSTRIES INC	26-Nov-2012	JLE
		Status: Registered	Registration #/Date: 2676507	05-Mar-2001	JLE
HALEY & CARTER	United States of America	LEXTN-049	LEXINGTON FURN. INDUSTRIES INC	26-Nov-2002	JDM
		Status: Registered	Application #/Date: 76/219874	09-Jul-2012	JLE
OWEN STREET	United States of America	LEXTN-050	LEXINGTON FURN. INDUSTRIES INC	10-Apr-2001	JLE
		Status: Registered	Registration #/Date: 2591194	09-Jul-2002	JDM
		Status: Registered	Application #/Date: 76/305717	11-Jun-2012	JLE
		Status: Registered	Registration #/Date: 2578497	28-Aug-2001	JLE
		Status: Registered	LEXINGTON FURN. INDUSTRIES INC	11-Jun-2002	JDM
		Status: Registered	Application #/Date: 76/305796	11-Jun-2012	JLE
		Status: Registered	Registration #/Date: 2578500	28-Aug-2001	JLE
		Status: Registered		11-Jun-2002	JDM

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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Dates From	Dates To	Owner	Renewal Date	Atty
COMFORT LUX	United States of America	LEXTN-051	Status: Abandoned		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 76/336543	09-Nov-2001	JLE
THE SPIRIT OF HOME	United States of America	LEXTN-052	Status: Registered		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 76/361578 Registration #/Date: 2688285	18-Feb-2013	JLE
WICKER BY HENRY LINK	United States of America	LEXTN-053	Status: Registered		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 73/764437 Registration #/Date: 1555788	12-Sep-1989	JDM
GENTLEMAN'S QUARTERS	United States of America	LEXTN-054	Status: Registered		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 78/150910 Registration #/Date: 2818429	05-Aug-2002	JLE
LIVINGSTYLE	United States of America	LEXTN-055	Status: Published		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 78/155064	16-Aug-2002	JLE
VINTAGE RESERVE	United States of America	LEXTN-056	Status: Abandoned		LEXINGTON FURN. INDUSTRIES INC Application #/Date: 78/155078	16-Aug-2002	JLE



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Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Dates From	Owner	Renewal Date	Atty
BREEZE	United States of America	LEXTN-057		LEXINGTON FURN. INDUSTRIES INC		JLE
		Status: Published		Application #/Date: 78/201618	09-Jan-2003	JLE
PHC THE PALMER HOME COLLECTION (Stylized)	United Kingdom	LEXTN-058/GB		LEXINGTON FURN. INDUSTRIES INC	16-Jan-2006	JDM
		Status: Registered		Application #/Date: 2052202	16-Jan-1996	JLE
				Registration #/Date: 2052202	18-Oct-1996	JDM
PHC THE PALMER HOME COLLECTION (Stylized)	Korea, Republic of	LEXTN-058/KR		LEXINGTON FURN. INDUSTRIES INC	21-Nov-2007	JLE
		Status: Registered		Application #/Date: 52081996	12-Feb-1996	JLE
				Registration #/Date: 383057	21-Nov-1997	JDM
PHC THE PALMER HOME COLLECTION (Stylized)	Mexico	LEXTN-058/MX		LEXINGTON FURN. INDUSTRIES INC	06-May-2006	JLE
		Status: Abandoned		Application #/Date: 261731	06-May-1996	JLE
TRAVELER'S RETREAT	United States of America	LEXTN-059		LEXINGTON FURN. INDUSTRIES INC		JDM
		Status: Abandoned		Application #/Date: 78/219524	27-Feb-2003	JLE
GENTLEMEN'S RETREAT	United States of America	LEXTN-060		LEXINGTON FURN. INDUSTRIES INC		JDM
		Status: Abandoned		Application #/Date: 78/219525	27-Feb-2003	JLE

Thursday, April 08, 2004 Client Index Dates From To: 16

Client: LEXTN LEXINGTON HOME BRANDS

Trademark	Country	Case Number	Status	Owner	Renewal Date	Atty
TIMELESS RETREAT	United States of America	LEXTN-061	Status: Abandoned	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 78/219527	27-Feb-2003	JLE
CORTONA NIGHTS	United States of America	LEXTN-062	Status: Registered	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 78/236226 Registration #/Date: 2821340	09-Mar-2014	JLE
QUEENSTOWN	United States of America	LEXTN-063	Status: Registered	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 78/236223 Registration #/Date: 2821339	10-Apr-2003	JLE
FRESH AIR	United States of America	LEXTN-064	Status: Pending	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 78/249520	09-Mar-2004	JDM
DREAMCHASERS	United States of America	LEXTN-065	Status: Published	LEXINGTON FURN. INDUSTRIES INC Application #/Date: 78/250745	14-May-2003	JLE
THE HOME PAVLION	United States of America	LEXTN-066	Status: Unfiled <i>Filed</i>	LEXINGTON FURN. INDUSTRIES INC	16-May-2003	JDM

EXHIBIT B  
TO  
AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

Licenses

NONE

B-1

EXHIBIT C  
TO  
AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

Special Power of Attorney

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

KNOW ALL MEN BY THESE PRESENTS, that LEXINGTON FURNITURE INDUSTRIES, INC. ("Debtor"), having an office at 411 S. Salisbury, P.O. Box 1008, Lexington, North Carolina 27293-1008, hereby appoints and constitutes, CONGRESS FINANCIAL CORPORATION (FLORIDA), as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: April \_\_, 2004

LEXINGTON FURNITURE INDUSTRIES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

