

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		IP Supplement to Pledge and Security Agreement, dated 02/03/2003	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARTCO-BELL CORPORATION		04/11/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, as Administrative Agent		
Street Address:	One Front Street, 23rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Societe Anonyme - France:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78548475	PRODIGY	
CORRESPONDENCE DATA			
Fax Number:	(415)984-8701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-984-8700		
Email:	ssanford@omm.com		
Correspondent Name:	Scott D. Sanford		
Address Line 1:	275 Battery Street, Embarcadero Center W		
Address Line 2:	O'MELVENY & MYERS LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Scott D. Sanford		
Signature:	/SDSnw/		
Date:	04/15/2005		

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Total Attachments: 2

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IP SUPPLEMENT

This IP SUPPLEMENT, dated April 11, 2005, is delivered pursuant to and supplements (i) the Pledge and Security Agreement dated as of February 3, 2003 (said Pledge and Security Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Pledge and Security Agreement**"), among **SCHOOLHOUSE FURNITURE, INC.**, a Delaware corporation, **ARTCO-BELL CORPORATION** ("**Grantor**"), the other Grantors named therein, and **BNP PARIBAS**, as Administrative Agent as Secured Party ("**Secured Party**"), and (ii) the Grant of Trademark Security Interest dated as of February 3, 2003 (the "**Grant**", capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein) executed by Grantor, which was recorded in the U.S. Patent and Trademark Office on November 18, 2004, at Reel 2950, Frame 0065.

Grantor grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the trademark application set forth on Schedule A ("**Supplemental Trademark Collateral**"), attached hereto. The Supplemental Trademark Collateral shall be deemed to be part of the Trademark Collateral and shall be hereafter subject to each of the terms and conditions of the Pledge and Security Agreement and the Grant.

IN WITNESS WHEREOF, Grantor has caused this IP Supplement to be duly executed and delivered by its duly authorized officer as of April 11, 2005.

ARTCO-BELL CORPORATION

By: 
Name: RICHARD N. FRITSCHE
Title: CFO

Schedule A

Owner	Trademark Description	Application Serial Number	Application Date
Artco-Bell Corporation	"PRODIGY"	78548475	January 17, 2005