

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.		11/15/2005	CORPORATION: DELAWARE
Shelby Williams Industries, Inc.		11/15/2005	CORPORATION: DELAWARE
Howe Furniture Corporation		11/15/2005	CORPORATION: NEW YORK
Johnson Industries, Inc.		11/15/2005	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2559389	ADAPT
Registration Number:	1919786	
Registration Number:	1925497	FALCON
Registration Number:	2843222	FALCON HATCHBACK
Registration Number:	2840399	FALCON CONVERTABLE
Registration Number:	2843223	FALCON COUPE
Serial Number:	76516717	GENUS
Serial Number:	76562728	EASYGO
Registration Number:	2430153	ESSENTIALS
Registration Number:	1173275	HOWE
Registration Number:	1575032	TEMPEST

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Registration Number:	1632391	DIFFRIENT
Registration Number:	1729403	TABLES = HOWE
Registration Number:	1970507	STORM
Registration Number:	2020731	TUTOR
Registration Number:	2495157	UTILITY COLLECTION
Registration Number:	2308439	CHANGING THE WAY THE WORLD SITS
Registration Number:	2270754	WAFER
Registration Number:	2137698	THE LATTICE COLLECTION
Registration Number:	2102006	THE CENTER POINT COLLECTION
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:	1282484	SHELBY WILLIAMS
Registration Number:	1037486	POW-R-PAX
Registration Number:	840463	XTENDX
Registration Number:	793349	AMERICAN OF CHICAGO
Registration Number:	774518	ATOMICA
Registration Number:	730793	SHELBY WILLIAMS
Registration Number:	543265	THONET
Registration Number:	433309	THONET BENT WOOD
Registration Number:	430883	THONET BENT PLY
Registration Number:	226807	THONET T
Registration Number:	226806	THONET
Registration Number:	1720325	FLIGHT

CORRESPONDENCE DATA

Fax Number: (202)785-7508
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 887-1500
Email: aspivak@mofo.com
Correspondent Name: Andrew N. Spivak
Address Line 1: Morrison & Foerster LLP
Address Line 2: 2000 Pennsylvania Ave., NW, Suite 5500
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-1888

ATTORNEY DOCKET NUMBER: 51270-104

NAME OF SUBMITTER:	Andrew N. Spivak
Signature:	/Andrew N. Spivak/
Date:	11/18/2005
Total Attachments: 7 source=Falcon Trademark Security Agreement#page1.tif source=Falcon Trademark Security Agreement#page2.tif source=Falcon Trademark Security Agreement#page3.tif source=Falcon Trademark Security Agreement#page4.tif source=Falcon Trademark Security Agreement#page5.tif source=Falcon Trademark Security Agreement#page6.tif source=Falcon Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of November, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 15, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Falcon Products, Inc., a Delaware corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of November 15, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark IP Agreements to which it is a party including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **AUTHORIZATION TO SUPPLEMENT**. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES TO FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


FALCON PRODUCTS, INC.,
a Delaware Corporation, as a Grantor

By: 
Name: Neal R. Restivo
Title: Vice President + CFO


SHELBY WILLIAMS INDUSTRIES, INC.,
a Delaware corporation, as a Grantor

By: 
Name: Neal R. Restivo
Title: Secretary

HOWE FURNITURE CORPORATION,
a New York corporation, as a Grantor

By: 
Name: Neal R. Restivo
Title: Secretary

JOHNSON INDUSTRIES, INC.
an Illinois corporation, as a Grantor

By: 
Name: Neal R. Restivo
Title: Secretary

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: *C. MacDonald*
Name: Cheri MacDonald
Title: Vice President

SCHEDULE I

Trademark Registrations/Applications

Trademark	Owner	Status in Patent Office	Federal Registration Number	Registration Date
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
FALCON HATCHBACK	Falcon Products, Inc.	Registered – Principal Register	2843222	5/18/04
FALCON CONVERTIBLE	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
ESSENTIALS	Johnson Industries, Inc.	Registered – Principal Register	2430153	02/20/01
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
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	Owner	Status in Patent Office	Federal Registration Number	Registration Date
COLLECTION		Register		
CHANGING THE WAY THE WORLD SITS	Shelby Williams Industries, Inc.	Registered –Principal Register	2308439	01/18/00
WAFER	Shelby Williams Industries, Inc.	Registered –Principal Register	2270754	08/17/99
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
PHILL O CRAFT	Shelby Williams industries, Inc.	Registered and Renewed (First Renewal – 10 yrs)	1721993	10/06/192
THE CONTRACT DESIGN CENTER	Shelby Williams Industries, Inc.	Registered – Sec. 8 (6-YR) Accepted & Sec. 15 ackn.	1536857	04/25/89
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
SHELBY WILLIAMS	Shelby Williams Industries, Inc.	Registered & Renewed (First Renewal- 10 yrs)	1282484	06/19/84
POW-R-PAX	Shelby Williams Industries, Inc.	Registered & Renewed (First Renewal- 10 yrs)	1037486	4/6/76
XTENDX	Shelby Williams Industries, Inc.	Registered and Renewed – 20 Year	840463	12/12/67
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
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	Shelby Williams Industries,	Registered & Renewed	433309	10/7/47

TRADEMARK SECURITY AGREEMENT

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**TRADEMARK
REEL: 003197 FRAME: 0141**

Trademark	Owner	Status in Patent Office	Federal Registration Number	Registration Date
WOOD	Inc.	(Second Renewal- 20 yrs)		
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
FLIGHT	Falcon Products, Inc.	Registered & Renewed – (First Renewal – 10 yrs)	1720325	9/29/92