

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MORTGAGE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Falcon Products, Inc.		11/15/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Oaktree Capital Management, LLC		
Street Address:	333 South Grand Avenue		
Internal Address:	28th Fl.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78726833	CFGROUP	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5423		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5000		
Email:	jnici@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Rm. 4680		
Address Line 4:	New York, NEW YORK 10005-1413		
ATTORNEY DOCKET NUMBER:	33560-14600		
NAME OF SUBMITTER:	Janis Nici		
Signature:	/janis nici/		

CH \$40.00 78726833

Date:

11/25/2005

Total Attachments: 20

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COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE

This COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE (this "Mortgage") made as of this 15th day of November, 2005 is by and among (a) Falcon Products, Inc., a Delaware corporation ("Falcon"), Shelby Williams Industries, Inc., a Delaware corporation ("Shelby" and together with Falcon collectively, the "Borrowers"), (b) Howe Furniture Corporation, a New York corporation ("Howe"), and Johnson Industries, Inc., an Illinois corporation ("Johnson" and together with Howe, the "Guarantors") and (c) each other Person who is made a party hereto pursuant to the provisions of a Joinder Agreement (as defined in the Loan Agreement) (each such Person, the Borrowers and the Guarantors are hereinafter collectively referred to as, the "Mortgagors" and each a "Mortgagor") in favor of Oaktree Capital Management, LLC, a California limited liability company (the "Mortgagee"), as Collateral Agent for itself and for the lending institutions (hereinafter, collectively, the "Lenders") which are or may become parties to that certain Term B Loan Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement") by and among the Borrowers, the Guarantors, the Lenders and the Collateral Agent. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

WITNESSETH:

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, expressly provide a grant of a security interest in its Intellectual Property Collateral (as defined below) to secure all Obligations; and

WHEREAS, each Borrower has secured the Obligations under and in respect of the Loan Agreement by executing that certain 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, 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, the Intellectual Property of such Borrower; and

WHEREAS, each Guarantor has executed that certain Guaranty, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the "Guaranty") guarantying the Obligations under and in respect of the Loan Agreement and has secured the Obligations by executing the Security Agreement, pursuant to which, among other things, such 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 as follows:

1. Incorporation of Investment Documents. The Security 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.

2. Mortgage of Copyrights, Patents, Trademarks and Licenses. As collateral security for the complete and timely payment and performance in full of the Obligations, each 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, the Security Agreement and the other Investment 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 and each of the Lenders 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 (other than Permitted Liens), including, without limitation, licenses, shoprights and covenants by such Mortgagor not to sue third parties;

(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 Change;

(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 and Lenders of this Mortgage, including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Mortgagee and Lenders hereunder.

4. Restrictions on Future Agreements. Each Mortgagor agrees that until the Obligations shall have been satisfied in full and the Investment 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 requisite Lenders (determined in accordance with the Loan Agreement), 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 and any Lender 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 Security Agreement, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the other Investment Documents.

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 or any Lender 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 aggregate rate applicable to Term Loan B.

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 the requisite Lenders (as determined in accordance with the Loan Agreement). 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 Change, and (ii) to provide Mortgagee and Lenders, upon 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 and Lenders, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as such Person 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 and Lenders for all costs and expenses, including attorney's fees and expenses so incurred by Mortgagee or any Lender, in the exercise of its rights under this Section 9.

10. Mortgagee's Right to Sue. During the continuance of an Event of Default, and subject to the terms of the Intercreditor Agreements, 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 Investment 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 Investment 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, subject to the terms of the Intercreditor Agreements, (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 and in the best interest of the Lenders, 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 Investment Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Code (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 Investment Documents. Upon exercise by Mortgagee or any Lender (as applicable) of any power, right, privilege or remedy pursuant to this Mortgage or any other Investment 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 or any Lender, Mortgagors shall correct any material defect or error that may exist or be discovered in this Mortgage or any other Investment 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 Investment 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 Collateral Documents, (C) perfect and maintain the validity, effectiveness and priority of any of the Collateral 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 Investment Document or under any other instrument executed in connection with any Investment 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 NEW YORK 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 NEW YORK. EACH MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF NEW YORK. 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. Intercreditor Agreements. This Agreement is subject to the terms of the Intercreditor Agreements, and in an event of a conflict between the terms of this Agreement and the Intercreditor Agreements, the terms of the Intercreditor Agreements shall control.


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

21. Survival of Representations. The provisions of Section 13.2 of the Loan Agreement shall apply hereto mutatis mutandis.

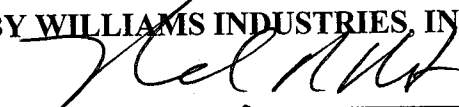
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IN WITNESS WHEREOF, each Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.


FALCON PRODUCTS, INC.

By: 
Name: Neal R. Restivo
Title: VP & CFO


SHELBY WILLIAMS INDUSTRIES, INC.

By: 
Name: Neal R. Restivo
Title: Secretary

HOWE FURNITURE CORPORATION

By: 
Name: Neal R. Restivo
Title: Secretary

JOHNSON INDUSTRIES, INC.

By: 
Name: Neal R. Restivo
Title: Secretary

AGREED AND ACCEPTED THIS
15th day of November, 2005.

OAKTREE CAPITAL MANAGEMENT, LLC
as Collateral Agent

By: _____
Title: _____

By: _____
Title: _____

[Signature Page to IP Mortgage]

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: _____
Name:
Title:

SHELBY WILLIAMS INDUSTRIES, INC.

By: _____
Name:
Title:

HOWE FURNITURE CORPORATION

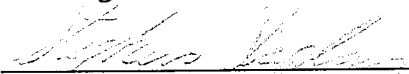
By: _____
Name:
Title:

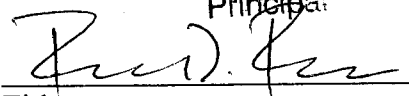
JOHNSON INDUSTRIES, INC.

By: _____
Name:
Title:

AGREED AND ACCEPTED THIS
15th day of November, 2005.

OAKTREE CAPITAL MANAGEMENT, LLC
as Collateral Agent

By: 
Title: Stephen A. Kaplan
Principal

By: 
Title: _____

[Signature Page to IP Mortgage]

EXHIBIT A

COPYRIGHT REGISTRATIONS

Copyrights	Owner	Status in Patent Office	Federal Registration Number	Registration Date
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

LA1:#6307633

Copyrights	Owner	Status in Patent Office	Federal Registration Number	Registration Date
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 series	Shelby Williams Industries, Inc.	Registered	TX-5-303-827	10/31/00
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

LA1:#6307633

TRADEMARK
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EXHIBIT B**PATENTS**

Patent	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Folding Table Mechanism	Falcon Products, Inc.	Recorded	5279233	1-18-94
Flip Top Removable Table System	Falcon Products, Inc.	Recorded	5354027	10-11-94
Leveling Mechanism Adjustable Glide	Falcon Products, Inc.	Recorded	5533457	7-9-96
Folding Table	Falcon Products, Inc.	Recorded	5957062	9-28-99
Folding Table	Falcon Products, Inc.	Recorded	6003447	12-21-99
Folding Leg Table Construction	Falcon Products, Inc.	Recorded	6401631	6-11-02
Movable Table Leg	Falcon Products, Inc.	Recorded	D422813	4-18-00
Fixed Table Leg Design	Falcon Products, Inc.	Recorded	D423832	5-2-00
Electrical Outlet Cover	Falcon Products, Inc.	Recorded	D436929	1-30-01
Wire Management Bag	Falcon Products, Inc.	Recorded	D450564	11-20-01
Filter and Controlling Valve Therefore	Howe Furniture Corporation	Recorded	5934201	5-3-10
Table With Folding Modesty Panel	Howe Furniture Corporation	Recorded	4827850	5-9-89
Table with Folding Leg	Howe Furniture Corporation	Recorded	4827851	5-9-89
Quick Connect Device for Table Leg	Howe Furniture Corporation	Recorded	4867610	9-19-89
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
Crank Handle	Howe Furniture Corporation	Recorded	5507204	4-16-96
Table Bridging Apparatus	Howe Furniture Corporation	Recorded	5560302	10-1-96
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	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
Stacking Bar Stool with Horizontal Back	Shelby Williams Industries, Inc.	Recorded	D433829	11-21-00
Chair Trim Extrusion	Shelby Williams Industries, Inc.	Recorded	D433587	11-14-00
Stack Seat with Vertical Back	Shelby Williams Industries, Inc.	Recorded	D431725	10-10-00
Stack Seat with Horizontal Back	Shelby Williams Industries, Inc.	Recorded	D431385	10-3-00
Stacking Bar Stool with X Back	Shelby Williams Industries, Inc.	Recorded	D420821	2-22-00
Chair Trim	Shelby Williams Industries, Inc.	Recorded	D417567	12-14-99
Leg Over Leg Ganging Chair	Shelby Williams Industries, Inc.	Recorded	D413207	8-31-99

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Patent	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Ganging Chair	Shelby Williams Industries, Inc.	Recorded	D413029	8-24-99
Chair Back	Shelby Williams Industries, Inc.	Recorded	D401453	11-24-98
Chair Frame	Shelby Williams Industries, Inc.	Recorded	D380909	7-15-97
Chair/Stool Back	Shelby Williams Industries, Inc.	Recorded	D377726	2-4-97
Two-Tier Service Table	Shelby Williams Industries, Inc.	Recorded	D372817	8-20-96
Chair Frame	Shelby Williams Industries, Inc.	Recorded	D371010	6-25-96
Chair Back	Shelby Williams Industries, Inc.	Recorded	D367984	3-19-96
Swivel Mechanism for Rotating Chair or Stool Seat	Shelby Williams Industries, Inc.	Recorded	D367789	3-12-96
Chair Back	Shelby Williams Industries, Inc.	Recorded	D366793	2-6-96
Ganging Mechanism for Chairs	Shelby Williams Industries, Inc.	Recorded	D363658	10-31-95
Backrest for Chair	Shelby Williams Industries, Inc.	Recorded	D341045	11-9-93
Chair	Shelby Williams Industries, Inc.	Recorded	D333044	2-9-93
Stack Seat With X Back	Shelby Williams Industries, Inc.	Recorded	D498072	11-9-04
Seat Spring System	Shelby Williams Industries, Inc.	Recorded	6406096	6-18-02
Stackable Side-by-Side Ganging Chair	Shelby Williams Industries, Inc.	Recorded	6206469	3-27-01
Stackable Leg-Over-Leg Ganging Chair	Shelby Williams Industries, Inc.	Recorded	6106061	8-22-00
Stackable Chair	Shelby Williams Industries, Inc.	Recorded	5997084	12-7-99
Chair Frame and Associated Chair Framing Material	Shelby Williams Industries, Inc.	Recorded	5564787	10-15-96
Quick Release Anchoring System for a Seat Assembly	Shelby Williams Industries, Inc.	Recorded	5542748	8-6-96
Stacking Interface Device for Chairs	Shelby Williams Industries, Inc.	Recorded	5524963	6-11-96
Adjustable Length Support Base for a Seat Assembly	Shelby Williams Industries, Inc.	Recorded	5409296	4-25-95
Wheel Lifting Assembly for Mobile Folding Stage Unite	Shelby Williams Industries, Inc.	Recorded	5392718	2-28-95
Ganging Mechanism and Stacking Bar Assembly for Stacking Chairs	Shelby Williams Industries, Inc.	Recorded	5282669	2-1-94
Knockdown Article of Furniture	Shelby Williams Industries, Inc.	Recorded	5277476	1-11-94
Folding Multi-Pot Holder	Shelby Williams Industries, Inc.	Recorded	5273168	12-28-93
Bumper Edge Guard for Upholstered Seating Furniture	Shelby Williams Industries, Inc.	Recorded	5271662	12-21-93
Interaction-High Density Stacking Chair	Shelby Williams Industries, Inc.	Recorded	5123702	6-23-92
Bumper Edge Guard for Upholstered Seating Furniture	Shelby Williams Industries, Inc.	Recorded	5118162	6-2-92
Detachable Anchoring Device for a Seat Assembly	Shelby Williams Industries, Inc.	Recorded	5102192	4-7-92
Reinforced Flexible Backrest Assembly for a Chair	Shelby Williams Industries, Inc.	Recorded	5039163	8-13-91
Flexible Backrest Assembly for a Chair	Shelby Williams Industries, Inc.	Recorded	4869552	9-26-89
Transfer Table System	Shelby Williams Industries, Inc.	Recorded	4759677	7-26-88
Sear with Removable Cushions	Shelby Williams Industries, Inc.	Recorded	4755000	7-5-88
Mobile Air-Equipped Transfer Table and Method of Use	Shelby Williams Industries, Inc.	Recorded	4747329	5-31-88
Air Equipped Table	Shelby Williams Industries, Inc.	Recorded	4702664	10-27-87

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Patent	Owner	Status in Patent Office	Federal Registration Number	Registration Date
Chair with Articulated, Flexible Spring Backrest	Shelby Williams Industries, Inc.	Recorded	4603904	8-5-86
Wedge Die for Producing Bent Plywood	Shelby Williams Industries, Inc.	Recorded	4484609	11-27-84
Backrest Height Adjustment for Office Chair	Shelby Williams Industries, Inc.	Recorded	4451084	5-29-84
Seating Spring Assembly and Method	Shelby Williams Industries, Inc.	Recorded	4415147	11-15-83
Table Leg Latch Mechanism	Johnson Industries, Inc.	Recorded	5606922	3-4-97
Furniture Glide	Johnson Industries, Inc.	Recorded	4798359	1-17-89
Tilt Top Table Hardware	Johnson Industries, Inc.	Recorded	4773337	9-27-88

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EXHIBIT C
TRADEMARKS

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 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
CFGROU [*] P	Falcon Products, Inc.	Application filed on October 5, 2005 (787268330)	pending	pending
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

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Trademark	Owner	Status in Patent Office	Federal Registration Number	Registration Date
UTILITY COLLECTION	Howe Furniture Corporation	Registered – Supplemental Register	2495157	10/02/01
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	10/06/92
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

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Trademark	Owner	Status in Patent Office	Federal Registration Number	Registration Date
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

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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

SCHEDULE 1

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.

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RECORDED: 11/25/2005

TRADEMARK
REEL: 003199 FRAME: 0319