

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foothill Capital Corporation		12/27/2001	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Martin Road Ltd.
Street Address:	Harbor House, Waterfront Drive
City:	Road Town, Tortola
State/Country:	VIRGIN ISLANDS, BRITISH
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2004870	WATER ILLUSIONS
Registration Number:	1592150	PETALS
Registration Number:	1348408	PETALS
Registration Number:	1348165	PETALS

CORRESPONDENCE DATA

Fax Number: (202)942-5999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-942-5163
 Email: trademarkdocketing@aporter.com
 Correspondent Name: Anna W. Manville
 Address Line 1: 555 Twelfth Street, N.W.
 Address Line 2: IP Docketing, Arnold & Porter LLP
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$115.00 2004870

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Elizabeth Vary

Signature:

/elizabeth vary/

Date:

01/05/2006

Total Attachments: 18

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ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") made as of December 27, 2001, by and between **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Assignor") and **MARTIN ROAD LTD.**, a corporation formed under the laws of the British Virgin Islands ("Assignee").

WITNESSETH:

WHEREAS, Assignor has certain financing arrangements with (a) Interiors, Inc. ("Parent"), TBD One, Inc., formerly known as CSL Lighting Manufacturing, Inc. ("TBD One"), Petals, Inc. ("Petals"), Stylecraft Lamps, Inc. ("Stylecraft"), TBD Two, Inc., formerly known as Troy Lighting, Inc. ("TBD Two"), and Windsor Art, Inc., formerly known as Vanguard Studios, Inc. ("Windsor"; and collectively with Parent, TBD One, Petals, Stylecraft and TBD Two, collectively, "Borrowers") pursuant to the Loan Documents (as defined below), pursuant to which Assignor has made loans and advances to Borrowers secured by certain of Borrowers' assets; and

WHEREAS, Assignee and Borrowers have jointly requested that Assignor sell and assign to Assignee, and Assignor desires to sell and assign to Assignee, all of Assignor's right, title and interest in and to each Borrower's loans, advances and other financial accommodations, all collateral securing the same and all agreements, documents and instruments relating thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto and in consideration of the mutual covenants set forth herein, the parties hereto hereby agree as follows:

1. Assignment: APF Division Sale. (a) Assignor does hereby sell, assign, transfer, convey and set over to Assignee without recourse, representation or warranty except as specified in

this Agreement, for the Purchase Price set forth in Section 6(a) below, payable in accordance with the terms hereof, and Assignee hereby purchases from Assignor, all of the following (hereinafter collectively referred to as the "**Transferred Assets**"):

(i) all loans, advances, financial accommodations and other obligations, liabilities and indebtedness of Borrowers to Assignor arising under, pursuant to or in connection with the Loan and Security Agreement, dated June 15, 2000, by and among Assignor and Borrowers and certain other parties identified therein as "Borrowers" that are not presently party thereto (the "**Loan Agreement**"), and the other Loan Documents (as defined in the Loan Agreement; and which, together with the Loan Agreement, are sometimes hereinafter collectively referred to as the "**Loan Documents**") at any time executed and/or delivered by Borrowers with and/or in favor of Assignor (the "**Assigned Obligations**");

(ii) all obligations, liabilities and indebtedness of Guarantors (as defined in the Loan Agreement) to Assignor (Guarantors and Borrowers being sometimes hereinafter collectively referred to as the "**Obligors**") arising under, pursuant to or in connection with the Continuing Guaranty, dated June 15, 2000, executed by each Guarantor in favor of Assignor in respect of the Assigned Obligations, and all other Loan Documents at any time executed and/or delivered by Guarantors with and/or in favor of Assignor;

(iii) all right, title and interest of Assignor in and to any assets and property of each Obligor in which Assignor has been granted a security interest, lien, pledge, claim or other interest to secure the Assigned Obligations; and

(iv) all right, title and interest of Assignor in and to all agreements, documents and instruments executed by Obligors or any other person or entity in respect of the Assigned Obligations with and/or in favor of Assignor including, but not limited to, the Loan Documents and the other agreements, documents and instruments listed on Schedule A annexed hereto (collectively, the "**Assigned Documents**"), together with all rights, remedies and benefits granted Assignor thereunder.

(b) Assignee understands and acknowledges that immediately prior to the consummation of the transactions contemplated hereunder, (i) Parent will sell and transfer substantially all of the assets and properties and the related business of Parent's A.P.F. Master Framemakers division ("APF"; and such assets and properties being herein collectively referred to as the "APF Assets"), pursuant to an Asset Purchase Agreement, dated as of December 21, 2001, executed between Parent and A.P.F. Acquisition Corp., a New York corporation ("Buyer"), and (ii) concurrently with the consummation of such asset sale, Assignor will release Assignor's security interest in and lien upon the APF Assets, in consideration of which Parent will concurrently therewith collaterally assign to Assignor the secured \$750,000 promissory note ("Buyer Note") to be executed and delivered by Buyer to Parent on account of such asset sale, together with (x) the Guarantee thereof by Max Munn and Laurie Munn ("Munn Guarantee") and the "Security Agreement" and the "Pledge Agreement" by Buyer in favor of Parent (as such quoted terms are defined in such Asset Purchase Agreement), all as executed and delivered in favor of Parent concurrently with the consummation of such asset sale (collectively, the "APF Collateral Documents"), and (y) all collateral in which Buyer grants a security interest and lien to Parent pursuant to the APF Collateral Documents. The Buyer Note, the Munn Guarantee and the APF Collateral Documents are herein collectively referred to as the "APF Documents" and shall constitute a part of the Assigned Documents. Upon the request of Buyer, Assignor will, at Borrowers' sole cost and expense, execute and deliver appropriate UCC releases terminating Assignor's lien upon the APF Assets.

2. Assumption. At and as of the effective date hereof, Assignee hereby irrevocably purchases and assumes and agrees to pay, perform, fulfill and discharge all obligations and liabilities of Assignor under or in respect of the Transferred Assets, whether now or hereafter arising or asserted.

3. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that (a) Assignee has the right, power, legal capacity and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement; (b) this Agreement constitutes the legal, valid and binding agreement of Assignee and is enforceable against

Assignee in accordance with its terms and (c) Obligors have previously advised Assignee that (i) certain Events of Default have occurred under, as defined in, the Loan Documents to which each Obligor is respectively a party and are continuing as of the effective date hereof (the "**Existing Defaults**"), and (ii) subject to the terms and conditions of Amendment No. 6 to Loan Documents and Third Extended Forbearance Agreement, dated as of October 1, 2001, executed by and among Assignor and Obligors, as amended by a letter agreement re: Amendment to Forbearance Agreement, dated as of December 14, 2001 (as amended, the "**Forbearance Agreement**"), Assignor has the presently exercisable right, in accordance with applicable provisions of the Loan Documents, to terminate the Loan Documents and to accelerate and make demand for payment in full of all Obligations owing by each Obligor under, and as defined in, the Loan Documents to which such Obligor is a party and to exercise all of Assignor's other rights and remedies provided for thereunder.

4. Representations and Warranties of Assignor. The foregoing sale, assignment, transfer and conveyance of the Transferred Assets is made without any express or implied warranties or representations or any kind or description whatsoever (including, without limitation, as to value, financial condition, location or quantities of Collateral (as defined in the Loan Documents), creditworthiness of any Obligor, collectibility of Assigned Obligations or as to the legality, validity, enforceability, perfection or priority of any Assigned Obligations, Collateral or any of the Assigned Documents, except that Assignor represents and warrants to Assignee (which representations and warranties shall be continuing and survive the execution hereof) that (a) Assignor is the legal and beneficial owner of all of the Transferred Assets, free and clear of all mortgages, liens, security interests, pledges, charges or encumbrances of any nature whatsoever; (b) the Assigned Documents delivered by Assignor to Assignee pursuant to this Agreement constitute all of the Loan Documents that, as of the effective date hereof, evidence, secure or otherwise relate to the Transferred Assets, and are true, correct and complete and in full force and effect in accordance with their terms insofar as the obligations of the Assignor are concerned, except that, as acknowledged by Assignee in Section 3 above, the Existing Defaults have occurred under, and as defined in, the Loan Documents and are continuing as of the effective date hereof, and, in accordance with applicable provisions of the Loan Documents, subject to the terms of the Forbearance Agreement, Assignor has the presently exercisable right to terminate the Loan Documents and to accelerate and make demand for payment

in full of all Obligations owing by each Obligor under, and as defined in, the Assigned Documents to which such Obligor is a party; (c) Assignor has the right, power, legal capacity and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby; (d) this Agreement constitutes the legal, valid and binding agreement of Assignor and is enforceable against Assignor in accordance with its terms; (e) the execution of this Agreement and the consummation of the transactions contemplated hereunder do not violate the terms of any document, instrument or agreement to which Assignor is a party; and (f) with the exception of the Reserve (as defined in Section 6(b) below), the Purchase Price consists of the aggregate principal amount of all loans, advances and other financial accommodations, plus accrued and unpaid interest thereon, and any other Obligations outstanding as of the date hereof, all as reflected on Assignor's books and records as of the effective date of this Agreement.

5. Delivery of Assigned Documents. (a) Assignor agrees to deliver, or cause to be delivered, to Assignee, upon the effectiveness hereof, the originals of each of the Assigned Documents listed on Schedule A hereto, at Obligors' cost and expense, except that, (i) Assignor shall deliver to Assignee a fully executed copy (instead of an original) of those Assigned Documents on Schedule A hereto designated with an asterisk (*) that were either delivered to Assignor by facsimile only or in respect of which Assignor is otherwise not in possession of an executed original and (ii) the APF Documents shall be delivered directly in favor of Assignee by Parent upon closing of the APF Assets sale described in Section 1(b) above and Assignor shall have no obligation, duty or responsibility of any kind or nature with respect to the delivery to Assignee of possession of the APF Documents.

(b) Assignor additionally agrees to deliver to Assignee, as soon as practicable after the effective date of this Agreement, Uniform Commercial Code "in lieu" filings pursuant to Revised Article 9 of the Uniform Commercial Code and amendments thereto (collectively, "**Assignment Filings**") in form acceptable for recording, for the purpose of assigning to Assignee the UCC-1 financing statements listed on Schedule B annexed hereto filed by or on behalf of Assignor against Obligors ("**Existing Filings**"). In addition, Assignor hereby irrevocably authorizes Assignee,

from and after the effective date of this Agreement, to prepare and file Assignment Filings with respect to any and all of the Existing Filings, at Obligors' cost and expense.

6. Conditions Precedent; Reserve.

(a) The effectiveness of the assignment and assumption provided for in this Agreement and of any UCC assignments or other transfer and assignment documents delivered by Assignor to Assignee pursuant hereto is expressly subject to and conditioned upon the receipt by Assignor of payment from Assignee by wire transfer, in accordance with the wire instructions set forth on Schedule C annexed hereto, in the amount of \$2,078,325.57 (the "**Purchase Price**"), as calculated on Schedule D annexed hereto, plus accrued and unpaid expenses and fees plus accrued interest for each day after (but not including) December 27, 2001, in the amount of \$444.32 per day, in the event payment is not received by 2:30 p.m., New York City time on such date.

(b) Assignee understands and agrees that the Purchase Price includes \$60,000 (the "**Reserve**") as an amount reasonably estimated by Assignor to be necessary to cover payment in full to Assignor of (i) Assignor's accrued and unpaid costs and expenses incurred as of the effective date in connection with the Transferred Assets, including, without limitation, Assignor's legal costs and expenses (collectively, "**Accrued Costs**") and (ii) checks and other items delivered by or on behalf of Obligors to Assignee (including, without limitation, checks and other items delivered by account debtors of Obligors) that have been credited by Assignor as of the effective date to any account of any Borrower with Assignor and to the calculation of the Purchase Price, but which may be returned unpaid for insufficient funds or otherwise dishonored or refunded subsequent to the effective date ("**Returned Items**"). Any portion of the Reserve that has not in fact been applied by Assignor to the payment of Accrued Costs and Obligations owing by Obligors arising from Returned Items within ninety (90) days after the effective date shall be thereupon remitted by Assignor in accordance with such instructions as Assignee may then furnish in writing to Assignor.

7. Releases; Obligor Acknowledgments.

(a) Assignor hereby acknowledges and agrees that on and after the effective date hereof, as a result of the assignment provided for in this Agreement, (i) except as otherwise set forth in Section 8 below, Obligors shall have no other or further obligations, liabilities and indebtedness to Assignor of any kind, nature and description, direct or indirect, absolute or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, however acquired, arising under or in connection with the Assigned Obligations, the Loan Documents or the other Transferred Assets.

(b) By their signatures hereinbelow, Obligors hereby each (i) acknowledges, confirms and agrees that, effective as of the transfer and assignment of the Transferred Assets by Assignor to Assignee in accordance with this Agreement, Assignor has no further obligations, duties, or liabilities of any kind or nature to Obligors under or relating to the Assigned Documents and (ii) absolutely, unconditionally and irrevocably releases and discharges Assignor and its successors, assigns, officers, directors, shareholders, employees and agents from all claims, damages, suits, judgments, expenses, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether at law or in equity that such Obligor at any time had or has or hereafter can or may have against Assignor and its predecessors, successors, assigns, officers, directors, shareholders, employees or agents relating in any way to this Agreement, the Assigned Documents, any agreement, document or instrument executed or delivered pursuant hereto or thereto or in connection herewith or therewith, or any transaction contemplated hereby or thereby.

(c) By their signatures hereinbelow, Obligors hereby (i) consent to the consummation of the sale and assignment of the Transferred Assets contemplated by this Agreement and (ii) acknowledge, confirm and agree that the Assigned Obligations in the amount set forth on Schedule D annexed hereto (subject to adjustment thereto in respect of Accrued Costs and Returned Items in accordance with Section 6(b) above) are owing to Assignor (and, upon assignment of the Transferred Assets to Assignee, are owing to Assignee) without offset, defense, deduction, credit, claim or counterclaim of any kind or nature (whether related or unrelated, matured or contingent, foreseen or unforeseen, due or to become due) and are secured by all of the "Collateral" in which

Obligors have respectively granted security interests and liens to Assignor pursuant to, and as such quoted term is defined in, the Loan Documents to which each Obligor is a party.

8. Indemnification.

(a) Assignee shall, from and after the effective date hereof, indemnify and save Assignor harmless from and against any and all actions, suits, proceedings, demands, assessments, judgments, claims, liabilities, losses, costs, damages or expenses, including attorneys' fees and legal expenses, arising out of or in any way in connection with (i) any action or inaction by Assignee with respect to the Assigned Documents, from and after the effective date hereof, (ii) the inaccuracy or breach of any of Assignee's representations or warranties contained herein and/or (iii) any non-payment, refund or dishonor of, or any claim with respect to, any checks or other items which have been credited by Assignor to any account of any Borrower with Assignor (including, without limitation, any claims asserted against Assignor for disgorgement of proceeds of any check or other item in any case filed under Chapter 11 or Chapter 7 of the U.S. Bankruptcy Code by or against the account debtor or other person that remitted such check or other item), together with any reasonable expenses or other reasonable and customary charges incident thereto.

(b) Assignor shall, from and after the effective date hereof, indemnify and save Assignee harmless from and against any and all actions, suits, proceedings, demands, assessments, judgments, claims, liabilities, losses, costs, damages or expenses, including attorneys' fees and legal expenses arising out of or in any way in connection with (i) any action or inaction by Assignor with respect to the Assigned Documents prior to the effective date hereof constituting gross negligence or wilful misconduct, as determined by a court of competent jurisdiction in a final non-appealable judgment rendered against Assignor, or (ii) the inaccuracy or breach of any of the representations, warranties or covenants by Assignor contained herein.

(c) By their signature hereinbelow, Obligors each agrees to indemnify Assignor from and hold harmless against all loss, cost, damage or expense which Assignor may suffer or incur as a result of any non-payment, claim, refund or dishonor of any checks or other items which have

been credited by Assignor to any account of any Borrower with Assignor (including, without limitation, any claims asserted against Assignor for disgorgement of proceeds of any check or other item in any case filed under Chapter 11 or Chapter 7 of the U.S. Bankruptcy Code by or against the account debtor or other person that remitted such check or other item), together with any reasonable expenses or other reasonable and customary charges of Assignor incident thereto. Any such claims against Obligors for reimbursement may be paid to Assignor by Assignee for the account of Obligors, upon the demand of Assignor therefor, sent in writing by Assignor to Assignee and to Parent at any time within one hundred twenty (120) days after the date hereof.

9. Disposition of Blocked Accounts. With the exception of the blocked account and/or lockbox arrangements for APF in existence at First Union National Bank, upon request of Assignee, Assignor agrees to send written notification to any bank or institution with which Assignor has blocked accounts, lockbox accounts or other arrangements for the receipt or transfer to Assignor of remittances or proceeds from customers of each Obligor, to the effect that all such arrangements with Assignor are assigned and transferred to Assignee or its designee.

10. Proceeds of Collateral. Assignor agrees that any checks, remittances, other items or proceeds of accounts and other Collateral assigned pursuant hereto that are at any time received or collected by Assignor on and after the effective date hereof in respect of the Assigned Obligations shall be held by Assignor for the benefit of Assignee, as secured party, and shall be remitted by Assignor to Assignee upon the receipt of collected funds with respect to checks or by the end of the next business day with respect to other forms of immediate remittances (such as wire transfers), with any necessary endorsement or assignment. Any such items or amounts received or collected by Assignor shall be remitted to Assignee, at Assignee's sole cost and expense, in accordance with such instructions as Assignee may furnish in writing to Assignor.

11. Survival of Representations, Warranties and Covenants. The respective representations, warranties and covenants of Assignor and Assignee contained herein shall survive the date hereof.

12. Notices. All notices, requests and demands to or upon the respective parties hereto shall be deemed duly given or made if in writing and made to the appropriate party at their address set forth below:

If to Assignor: **FOOTHILL CAPITAL CORPORATION**
One State Street
Suite 1800
Boston, Massachusetts 02108
Attention: Mr. Ronald Cote
Telecopy No. 617 722-9493

If to Assignee: **MARTIN ROAD LTD.**
c/o Navigator Management
Harbour House
2nd Floor
Waterfront Drive
P.O. Box 972
Road Town
Tortola, British Virgin Islands
Attention: Mr. David Sims
Telecopy No. 284 494-4771

13. Assigns. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

14. Further Assurances. Assignor further agrees to execute and deliver to Assignee, at Obligors' cost and expense (and if Obligors fail to pay promptly upon Assignor's request therefor, then at Assignee's cost and expense), such additional assignments or transfer documents and instruments as may from time to time be requested by Assignee, and take such additional action as may be reasonably requested by Assignee, in order to effect and evidence more fully the matters covered hereby.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

16. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart, upon execution, shall be deemed an original Agreement.

[SIGNATURE PAGES FOLLOW]

NEW YORK 2002 10:35

LENER GREENBLATT LLP

212 885 5801

P. 02/02

DEACON CAPITAL MGMT LTD

002

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date and year first above written.

ASSIGNOR:

FOOTHILL CAPITAL CORPORATION

By: _____

Title: _____

ASSIGNEE:

MARTIN ROAD LTD.

By: _____

Title: L. B. ...

Discovery Management Ltd
Director

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date and year first above written.

ASSIGNOR:

FOOTHILL CAPITAL CORPORATION

By: [Signature]

Title: SR. VICE PRESIDENT

ASSIGNEE:

MARTIN ROAD LTD.

By: _____

Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ACKNOWLEDGED, AGREED AND
CONSENTED TO BY THE OBLIGORS:

INTERIORS, INC.

By: _____ 


Title: _____

TBD TWO, INC., f/k/a
Troy Lighting, Inc.

By: _____ 

Title: _____

TBD ONE, INC., f/k/a
CSL Lighting Manufacturing, Inc.

By: _____ 

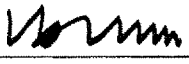
Title: _____

STYLECRAFT LAMPS, INC.

By: _____ 


Title: _____

PETALS, INC.

By: _____ 

Title: _____

WINDSOR ART, INC., f/k/a
Vanguard Studios, Inc.

By: _____ 

Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

CONCEPTS 4, INC.

By: _____ *[Signature]*

Title: _____

DECOR GROUP, INC.

By: _____ *[Signature]*

Title: _____

HABITAT SOLUTIONS, INC.

By: _____ *[Signature]*

Title: _____

PETALS FACTORY OUTLET OF CONNECTICUT, INC.

By: _____ *[Signature]*

Title: _____

PETALS FACTORY OUTLET OF FLORIDA, INC.

By: _____ *[Signature]*

Title: _____

PETALS FACTORY OUTLET, INC.

By: _____ *[Signature]*

Title: _____

PETALS FACTORY OUTLET OF PENNSYLVANIA, INC.

By: _____ *[Signature]*

Title: _____

**SCHEDULE A
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

1. Loan and Security Agreement, dated June 15, 2000
2. Amendment No. 1 to Loan Documents, dated July 11, 2000 *
3. Amendment No. 2 [sic] to Loan Documents, dated as of August 15, 2000 *
4. Amendment No. 2 to Loan Documents and Waiver, dated as of October 13, 2000 *
5. Amendment No. 3 to Loan Documents and Forbearance Agreement, dated as of March 19, 2001
6. Amendment No. 4 to Loan Documents and Extended Forbearance Agreement, dated as of June 19, 2001
7. Amendment No. 5 to Loan Documents and Second Extended Forbearance Agreement, dated as of August 31, 2001
8. Amendment No. 6 to Loan Documents and Third Extended Forbearance Agreement, dated as of October 1, 2001
9. Letter Agreement re: Amendment to Forbearance Agreement, dated as of December 14, 2001 *
10. Pledge and Security Agreement by Parent
11. Pledge and Security Agreement by Decor
12. Pledge and Security Agreement by Petals
13. Pledge and Security Agreement by Habitat
14. Stock Power executed in blank in favor of Foothill by each of Parent, Decor, Petals and Habitat
15. Original Stock Certificates pledged and delivered in favor of Foothill by each of Parent, Decor, Petals and Habitat
16. Trademark Collateral Assignment and Security Agreement by Interiors
17. Trademark Collateral Assignment and Security Agreement by Petals
18. Special Power of Attorney [Trademarks] - Interiors
19. Special Power of Attorney [Trademarks] - Petals
20. Copyright Collateral Assignment and Security Agreement by Interiors
21. Special Power of Attorney [Copyrights] by Interiors
22. Guaranty of the Obligations of Other Borrowers to Foothill by Parent

23. Guaranty of the Obligations of Other Borrowers to Foothill by Petals
24. Guaranty of the Obligations of Other Borrowers to Foothill by Stylecraft
25. Guaranty of the Obligations of Other Borrowers to Foothill by Vanguard
26. Guaranty of the Obligations of Other Borrowers to Foothill by Windsor
27. Guaranty of the Obligations of Borrowers to Foothill by Concepts
28. Guaranty of the Obligations of Borrowers to Foothill by Decor
29. Guaranty of the Obligations of Borrowers to Foothill by Habitat
30. Guaranty of the Obligations of Borrowers to Foothill by Petals-CT
31. Guaranty of the Obligations of Borrowers to Foothill by Petals-FL
32. Guaranty of the Obligations of Borrowers to Foothill by Petals-NY
33. Guaranty of the Obligations of Borrowers to Foothill by Petals-PA
34. General Security Agreement by Concepts
35. General Security Agreement by Decor
36. General Security Agreement by Habitat
37. General Security Agreement by Petals-CT
38. General Security Agreement by Petals-FL
39. General Security Agreement by Petals-NY
40. General Security Agreement by Petals-PA
41. Deposit Account Agreement among Foothill, Petals and First Union National Bank *
42. Opinion of Counsel for Borrowers and Guarantors
43. Secretary's Certificate of Parent
44. Secretary's Certificate of Petals
45. Secretary's Certificate of Stylecraft
46. Secretary's Certificate of Vanguard
47. Secretary's Certificate of Windsor
48. Secretary's Certificate of Concepts
49. Secretary's Certificate of Decor
50. Secretary's Certificate of Habitat
51. Secretary's Certificate of Petals-CT
52. Secretary's Certificate of Petals-FL
53. Secretary's Certificate of Petals-NY

54. Secretary's Certificate of Petals-PA
55. Landlord Agreements *
56. Credit Card Acknowledgment Agreements for Petals with Discover and American Express, respectively *
57. Mortgagee Agreement for 325 Kapik Street, Hernando, MS by Bank of America
58. UCC-1 Financing Statements with Rider by each Borrower, as debtor, in favor of Foothill, as secured party (See Schedule B to this Agreement)
59. UCC-1 Financing Statements with Rider by each Guarantor, as debtor, in favor of Foothill, as secured party (See Schedule B hereto for filing information)
60. Certificate of Insurance and Loss Payee Endorsement *
61. Representations and Warranties of Borrowers to Foothill
62. Subordination Agreement - CIDCOA International, Inc. *
63. Collateral Assignment of Notes, dated as of March 19, 2001 by Interiors
64. \$500,000 Promissory Note, dated January 16, 2001 made by Laurie Munn in favor of Interiors *
65. Subordinated Pledge Agreement, dated January 16, 2001 between Laurie Munn and Interiors with respect to the \$500,000 Promissory Note by Laurie Munn *
66. \$2,504,000 Consolidated Promissory Note, dated November 1, 2000 made by Laurie Munn in favor of Interiors
67. Pledge Agreement dated November 1, 2000 between Laurie Munn and Interiors with respect to \$2,504,000 Consolidated Promissory Note
68. Amended and Restated Intercreditor and Subordination Agreement, dated as of September 28, 2001, among Assignor, Interiors Investors, LLC and Berman Industries, Inc.
69. Intercreditor and Subordination Agreement, dated as of September 28, 2001, among Assignor, Limeridge, LLC, Endeavour Capital Investment Fund S.A. and Endeavour Capital Fund S.A.
70. APF Documents (as defined in Section 1 of this Agreement)