

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Security and Pledge Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
L. Powell Company		02/05/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Cratos Capital Management, LLC, As Agent
<b>Street Address:</b>	3440 PRESTON RIDGE ROAD
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Alpharetta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30005
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2179543	CHEVAL JEWELRY WARDROBE
Registration Number:	2588041	FOR MEMORIES WORTH SAVING.
Registration Number:	2639509	POWELL
Registration Number:	2990068	THE KITCHEN BUTLER
Serial Number:	78368959	MONSTER BEDROOM

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617-951-8000  
 Email: eileen.sullivan@bingham.com  
 Correspondent Name: Eileen Sullivan  
 Address Line 1: Bingham McCutchen LLP  
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OP \$140.00 2179543

ATTORNEY DOCKET NUMBER:	2179543
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	02/06/2007
Total Attachments: 5 source=Powell TM Security Agreement#page1.tif source=Powell TM Security Agreement#page2.tif source=Powell TM Security Agreement#page3.tif source=Powell TM Security Agreement#page4.tif source=Powell TM Security Agreement#page5.tif	

**TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (“Trademark Agreement”) dated as of February 5, 2007, by and among L. Powell Company, a California corporation (the “Grantor”), and Cratos Capital Management, LLC, a Delaware limited liability company, as agent (hereinafter, in such capacity, the “Agent”) for itself and other lending institutions (hereinafter, collectively, the “Lenders”) which are, or may in the future become, parties to the Credit Agreement dated as of February 5, 2007 (as amended and in effect from time to time, the “Credit Agreement”), among the Grantor, those Subsidiaries of the Grantor identified on the signature pages thereto, the Lenders and the Agent.

**WHEREAS**, it is a condition precedent to the Lenders making any loans under the Credit Agreement that the Grantor executes and delivers to the Agent, for the benefit of the Lenders and the Agent, a trademark agreement in substantially the form hereof; and

**WHEREAS**, the Grantor has executed and delivered to the Agent, for the benefit of the Lenders and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Grantor’s personal property and fixture assets, including without limitation (i) the U.S. trademark and service mark registrations owned by Grantor and listed on Schedule A attached hereto, (ii) the trademark and service mark registration applications filed by Grantor and listed on Schedule A attached hereto, (iii) all other trademarks and service marks now owned or hereafter acquired, whether or not registered with the United States Patent and Trademark Office, and (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (iv) all proceeds from the sale, exchange, license, lease or other transfer or disposition or collection of any of the foregoing (in whole or in part) or of any right or interest therein, and all proceeds or other value received and attributable (in whole or in part) to the ownership, possession or use of any of the foregoing (including without limitation any amounts recovered or recoverable on account of any infringement or misappropriation thereof) (collectively, the “Trademark Collateral”), all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Grantor hereby grants to the Agent, for the benefit of the Lenders and the Agent, and notice is hereby given that the Grantor has granted to the Agent, for the benefit of the Lenders and the Agent, a first priority security interest in the Trademark Collateral, all in accordance with the terms and conditions of the Security Agreement.

2. The Grantor hereby authorizes and requests that the Commissioner of Trademarks of the United States, and any other applicable government officer, record this Trademark Agreement.

3. Grantor hereby authorizes the Agent (i) to modify this Trademark Agreement, without the necessity of the Grantor's further approval or signature, by amending Exhibit A hereto to include any other registered trademarks or service marks, or applications for trademark or service mark registration, in which the Grantor hereafter acquires any right, title or interest, and (ii) to take such further actions as may be necessary or appropriate to obtain and perfect the Agent's security interest in any such right, title or interest of the Grantor (including but not limited to recording any such amended Trademark Agreement with the United States Patent and Trademark Office).

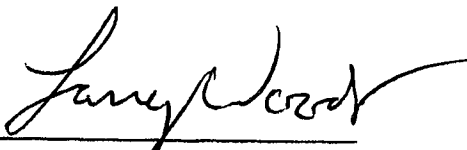
4. This Trademark Agreement is supplemental to the provisions contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Trademark Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. This Trademark Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[Remainder of Page Left Intentionally Blank]*

**IN WITNESS WHEREOF**, this Trademark Agreement has been executed as of the day and year first above written.

L. POWELL COMPANY

By:   
Name: Larry Woods  
Title: Chief Financial Officer

CRATOS CAPITAL MANAGEMENT, LLC  
As Agent

By: Cratos Capital Partners, LLC  
Its Manager

By: \_\_\_\_\_  
Name:  
Title:

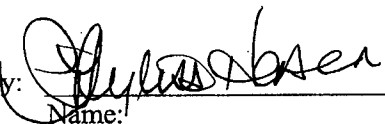
IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

L. POWELL COMPANY

By: \_\_\_\_\_  
Name:  
Title:

CRATOS CAPITAL MANAGEMENT, LLC  
As Agent

By: Cratos Capital Partners, LLC  
Its Manager

By:  \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A**

**Trademarks and Trademark Registrations**

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
"Cheval Jewelry Wardrobe"	2,179,543	04-Aug-98
"FOR MEMORIES WORTH SAVING"	2,588,041	02-Jul-02
"POWELL"	2,639,509	22-Oct-02
The Kitchen Butler	2,990,068	20-Aug-05

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
Monster Bedroom	78368959 <sup>1</sup>	17-Feb-04

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<sup>1</sup> The Company is no longer continuing to pursue this application.