

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
Tropitone Furniture Co., Inc.		12/22/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	55 South Lake Ave., Suite 900
Internal Address:	Attn: Portfolio Manager
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1786776	TROPITONE
Registration Number:	1134660	TROPITONE
Registration Number:	1786777	TROPITONE
Registration Number:	1971509	BASTA SOLE
Registration Number:	3143229	STONWORKS
Registration Number:	3168485	TROPI-KAI
Serial Number:	78453648	TROPIKANE

CORRESPONDENCE DATA

Fax Number: (213)443-2926
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-617-5493
 Email: jcravitz@sheppardmullin.com
 Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
 Address Line 1: 333 S. Hope St., 48th Floor

CH \$190.00 1786776

Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	067Z-081837
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	04/23/2007

Total Attachments: 17

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AMENDED AND RESTATED
TRADEMARK AND PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 22, 2006, is entered into by and between TROPITONE FURNITURE CO., INC., a Florida corporation ("Debtor"), having an office at 5 Marconi, Irvine, California 92618, and BANK OF AMERICA, N.A. ("Bank of America"), as Agent ("Agent"), for the benefit of itself, each Lender and each of their Affiliates providing Derivative Obligations (collectively, "Secured Party"), having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101, with reference to the following facts:

RECITALS

A. Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto, and the patents and applications therefor described in Schedule B annexed hereto and made a part hereof.

B. Debtor previously entered into that certain Loan and Security Agreement dated as of November 7, 2001 (as heretofore amended, the "Prior Loan Agreement"), by and among Debtor, Veneman Furniture, Inc., a California corporation, the lenders party thereto from time to time, and Bank of America (as successor-in-interest to Fleet Capital Corporation), as agent, pursuant to which the lenders party thereto provided certain credit facilities to Debtor.

C. In connection with the Prior Loan Agreement, Debtor entered into that certain Trademark and Patent Security Agreement dated as of November 7, 2001 (as amended, restated, supplemented or otherwise modified, the "Prior Agreement"), by and between Debtor and Bank of America, as agent, for the benefit of the Secured Party described therein.

D. The Prior Loan Agreement has been amended and restated in its entirety (but without novation) pursuant to that certain Amended and Restated Loan and Security Agreement of even dated herewith (as amended, restated, extended, supplemented or otherwise modified, the "Loan Agreement"), by and among Debtor, the lenders party thereto from time to time (collectively, the "Lenders") and Agent. All capitalized terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Loan Agreement.

E. As a condition to the availability of the credit facilities provided under the Loan Agreement, Debtor is required to execute and deliver to Agent this Agreement, which amends and restates in its entirety (but without novation) the Prior Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor and Secured Party agree as follows:

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in:

A. All of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (collectively, the "Trademarks");

B. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

C. All of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents, whether foreign or domestic; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "Patents"); and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks, Patents or of any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of the "Obligations" as defined in the Loan Agreement (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Debtor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents,

including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any lien, security interest, claim or encumbrance ("Lien"), except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens (as defined in the Loan Agreement).

B. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto (other than licenses in the ordinary course of business to customers of Debtor who are authorized dealers of the Debtor's products), except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

C. Debtor will, at Debtor's expense, perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from the Lenders, and shall be payable on demand together with interest at the rate set forth in the Loan Documents and shall be part of the Obligations secured hereby.

F. As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within

thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

H. Debtor has not abandoned any of the Trademarks or Patents material to the conduct of the business and Debtor will not do any act, nor omit to do any act, whereby such Trademarks or Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Debtor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country as are necessary to maintain such application and registration of the Trademarks or Patents material to the conduct of the business as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use by any person of any other process or product which infringes upon any Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall take such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents material to the conduct of the business.

K. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor hereby grants to Secured Party the right to visit Debtor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at such times as permitted in the Loan Agreement.

4. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3E hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: TROPITONE FURNITURE CO., INC.
5 Marconi
Irvine, California 92618
Attn: Randy Danielson

If to Secured Party: BANK OF AMERICA, N.A.
55 South Lake Avenue, Suite 900
Pasadena, California 91101
Attn: Portfolio Manager

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control. All provisions contained in the Loan Agreement or any other Loan Document that apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though set forth herein in full.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party shall terminate upon termination of the Loan Agreement and indefeasible payment in full to the Lenders of all Obligations thereunder.

G. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE LAWS OF THE STATE OF CALIFORNIA. DEBTOR HEREBY IRREVOCABLY CONSENTS AND SUBMITS IN ADVANCE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED WITHIN THE COUNTY OF LOS ANGELES IN THE STATE OF CALIFORNIA, TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES PERTAINING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OTHER AGREEMENTS OR TO ANY MATTER ARISING THEREFROM IN ANY SUCH ACTION OR PROCEEDING. DEBTOR AGREES THAT SERVICE OF SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE OUTSIDE SUCH COUNTY IN SUCH MANNER AS MAY BE PERMISSIBLE UNDER THE RULES OF SUCH COURTS.

H. THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT JURY TRIALS OFTEN ENTAIL ADDITIONAL EXPENSES AND DELAYS NOT OCCASIONED BY NONJURY TRIALS. THE PARTIES TO THIS AGREEMENT AGREE AND STIPULATE THAT A FAIR TRIAL MAY BE HAD BEFORE A STATE OR FEDERAL JUDGE IN A COURT BY MEANS OF A BENCH TRIAL WITHOUT A JURY. IN VIEW OF THE FOREGOING, AND AS A SPECIFICALLY NEGOTIATED PROVISION OF THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

TROPITONE FURNITURE CO., INC.,
a Florida corporation

By: 

Michael L. Echolds
President and Chief Executive Officer

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent for the Lenders

By: _____
Name: John Tolle
Title: Vice President

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

DEBTOR:

TROPITONE FURNITURE CO., INC.,
a Florida corporation

By: _____
Michael L. Echolds
President and Chief Executive Officer

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent for the Lenders

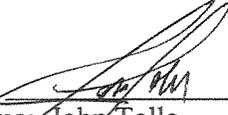
By:  _____
Name: John Tolle
Title: Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
) ss.:
COUNTY OF LOS ANGELES)

KNOW ALL MEN BY THESE PRESENTS, that TROPITONE FURNITURE CO., INC. (hereinafter "Debtor") hereby appoints and constitutes BANK OF AMERICA, N.A. ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks or patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark and Patent Security Agreement between Debtor and Secured Party of even date herewith (the "Security Agreement") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of December ~~22~~ 2006.

DEBTOR:

TROPITONE FURNITURE CO., INC.,
a Florida corporation

By: 
Name: Michael L. Echold
Title: C.E.O.

SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks / Service Marks

See attached.

**TROPITONE
U.S. TRADEMARK STATUS REPORT**

MARK	APP. NO.	REG. NO.
TROPITONE	74/288160	1,786,776
TROPITONE	73/178824	1,134,660
TROPITONE	74/288161	1,786,777
BASTA SOLE	74/697425	1,971,509
BEL-ESPRIT	75/495045	abandoned
STONWORKS	78/489518	3,143,229
TROPI-KAI	78/776677	3,168,485
TROPIKANE	78/453648	pending

**TROPITONE
FOREIGN TRADEMARK STATUS REPORT**

MARK	COUNTRY	APP. NO.	REG. NO.
TROPITONE	ARGENTINA	2077361	1:828:987
TROPITONE	AUSTRALIA	348703	A348703
TROPITONE	AUSTRALIA	594485	594485
TROPITONE	AUSTRALIA	654379	654379
TROPITONE	AUSTRALIA	632111	632111
TROPITONE	AUSTRALIA	950983	950983
TROPISHADE	AUSTRALIA	639774	639774
TROPITONE	BENELUX	703314	436474
TROPITONE	BRAZIL	817039872	817039872
TROPITONE	CANADA	718963	436806
TROPITONE	CHILE	443165	556669
TROPITONE	CHINA	960066895	1292867
TROPITONE	CHINA	4514373	
TROPITONE	CHINA	4514372	
TROPITONE	COLOMBIA	97019865	206607
TROPITONE	EGYPT	106870	106870
TROPITONE	ENGLAND	1323056	1323056
TROPITONE	EUROPEAN COMMUNITY	1013143	1013143
TROPITONE	FIJI	24829*	
TROPITONE	FIJI	583/97	T583/97
TROPITONE	FRANCE	881285	1430051
TROPITONE	GERMANY	T26885/20WZ	1128208
TROPITONE	GERMANY	T35662/20WZ	2083162
TROPITONE	HONG KONG	18091792	1841/97
TROPITONE	INDIA	758026	758026
TROPITONE	INDONESIA	2270222882	
TROPITONE	INDONESIA	2270122881	
TROPITONE	ISRAEL	96264	96264
TROPITONE	ITALY	41599-C/87	509376
TROPITONE	JAPAN	125086/1983	1812661
TROPITONE	KOREA	16370/1997	440385
TROPITONE	MEXICO	163319	435469
TROPITONE	MALAYSIA	92/08159	
TROPITONE	NEW ZEALAND	147019	147019
TROPITONE	PANAMA	88334	88334
TROPITONE	PHILIPPINES	93702-PN	64021
TROPITONE	SAUDI ARABIA	29191	375/89
TROPITONE	SINGAPORE	T92/088241	T92/088241

MARK	COUNTRY	APP. NO.	REG. NO.
TROPITONE	SWITZERLAND	10273/1998	463710
TROPITONE	TAIWAN	(76)65462	416549
TROPITONE	THAILAND	245585	67510
TROPITONE	THAILAND	614795	
TROPITONE	THAILAND	618548	
TROPITONE	THAILAND	618549	
TROPITONE	THAILAND	618550	
TROPITONE	TURKEY	25571	188150
TROPITONE	UNITED ARAB EMIRATES	11090	12853
TROPITONE	VIETNAM	18987	15692
TROPITONE	VENEZUELA	4,087-89	P188555*
TROPITONE	VENEZUELA	5,598-89	P237295
TROPITONE	VENEZUELA	5,600-89	P188565*
TROPITONE	VENEZUELA	5,601-89	P219733
TROPITONE	VENEZUELA	5,602-89	P219734
TROPITONE	VENEZUELA	11,398-86	P237290

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SCHEDULE B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Applications

See attached.

**TROPITONE FURNITURE CO. - U.S. AND FOREIGN
PATENTS AND DESIGNS**

OUR REFERENCE	APPL./REG. NO.	FILING/REG. DATE	TITLE	STATUS	COMMENTS
TROPIP.030DA	D390028	03-Feb-1998	CHAIR	Issued	Licensed
TROPIP.031DA	D371685	16-Jul-1996	CHAIR	Issued	Licensed
TROPIP.032DA	D371684	16-Jul-1996	CHAIR	Issued	Licensed
TROPIP.034DA	D371686	16-Jul-1996	CHAIR	Issued	Licensed
TROPIP.035DA	D415624	26-Oct-1999	CHAIR	Issued	Licensed
TROPIP.036DA	D383616	16-Sep-1997	CHAIR	Issued	
TROPIP.037VPC	PCTUS97/01507	03-Feb-1997	FURNITURE AND METHOD OF ASSEMBLY	Abandoned	
TROPIP.038DA	D459101	25-Jun-2002	CHAIR	Issued	
TROPIP.039DA	D446660	21-Aug-2001	CHAISE LOUNGE	Issued	
TROPIP.040A	6877443	12-Apr-2005	KNOCK-DOWN TABLE	Issued	
TROPIP.040C1	11/104259	12-Apr-2005	KNOCK-DOWN TABLE	Published - 11-Aug-2005	
TROPIP.040CIC	11/415765	02-May-2006	KNOCK-DOWN TABLE	Published - 07-Sep-2006	
TROPIP.041A	6752458	22-Jun-2004	ROCKING CHAIR	Issued	
TROPIP.041DV1	7175232	29-Dec-2003	ROCKING CHAIR	Issued	
TROPIP.045DA	D489543	11-May-2004	CHAIR	Issued	
TROPIP.049DA	29/262899	11-Jul-2006	CHAIR	Pending	
	5769500	23-Jun-1998	FURNITURE AND METHOD OF ASSEMBLY	Issued	

SCHEDULE C
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Licenses

Licences Granted By Borrower:

The Borrower has oral or written agreements with approximately 29 international distributors pursuant to which the Borrower has granted non-exclusive, limited licenses to use the Trademarks listed in page 2 of this Exhibit 7.1.16.

Licenses Held By Borrower:

<u>Subject Matter:</u>	<u>Date:</u>
Oracle 11.03/8.06 Applications/Database - ERP System software	March 2001
Oracle 9i Database Warehouse software	September 2004
Novel eEnterprise, including eDirectory, Zenworks, and Groupwise email software	1998 and updated annually
Windows Server software	multiple dates
Windows Desktop software	multiple dates
Microsoft Office software	September 2004
Solidworks Office Professional - CAD development software	August 2004
Autocad - CAD drawing software	2002