

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Meadowcraft, Inc.		08/28/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Webster Business Credit Corporation
<b>Street Address:</b>	360 Lexington Avenue
<b>Internal Address:</b>	5th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	2193504	SALTERINI
Registration Number:	2242465	PLANTATION PATTERNS
Registration Number:	2245432	THE HOME COLLECTION FROM PLANTATION PATTERNS
Registration Number:	2172999	ARLINGTON HOUSE
Registration Number:	2172998	MEADOWCRAFT
Registration Number:	2332000	THE HOME COLLECTION BY MEADOWCRAFT
Registration Number:	2498054	
Registration Number:	2572806	CLASSIC FURNITURE FOR THE GREAT OUTDOORS
Registration Number:	2555384	AH
Registration Number:	2522070	
Registration Number:	2648076	
Registration Number:	2675985	
Registration Number:	3152648	PLANTATION PATTERNS AMERICAN WROUGHT IRON FURNITURE

CH \$365.00 2193504

Serial Number:

76645889

P P

**CORRESPONDENCE DATA**

Fax Number: (404)572-5128

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 404-572-4786

Email: epolak@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree St.

Address Line 2: ATTN: Gerald Woods

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

06726.009162

NAME OF SUBMITTER:

Gerald T. Woods

Signature:

/Gerald T. Woods/

Date:

08/30/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 28, 2007, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), as Agent (WBCC, in such capacity, the "Agent"), for itself and any other Lenders (WBCC and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

### WITNESSETH:

#### RECITALS.

A. The Company owns certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Company grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in the Property (as hereinafter defined);

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

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademarks” means trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation, all registrations, recordings and applications in the applicable office or agency of the United States of America referred to in Schedule I attached hereto.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in all of the Company’s right, title and interest in, to and under the following (collectively, the “Property”): (a) each Trademark now or hereafter owned by the Company, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all releases, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any rightful disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Credit Agreement with respect to such new Trademark.

6. The Company further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company’s business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent may do so subject to and in accordance with the terms of the Credit Agreement.

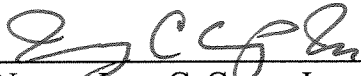
7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that perfection (and the effect of

perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

“COMPANY”

MEADOWCRAFT, INC.

By:   
Name: Jerry C. Camp, Jr.  
Title: President & Chief Operating Officer

STATE OF GEORGIA        )  
  ) ss.:  
COUNTY OF FULTON     )

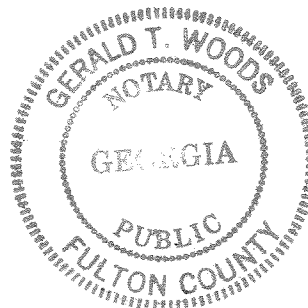
On August 28, 2007, before me personally came Jerry C. Camp, Jr., to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President and Chief Operating Officer of Meadowcraft, Inc., who being by me duly sworn, did depose and say that he is the President and Chief Operating Officer of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

My Commission Expires:



[NOTARIAL SEAL]



SCHEDULE I

REGISTERED U.S. TRADEMARKS

DESCRIPTION

REGISTRATION NO.

Salterini	2193504
Plantation Patterns	2242465
The Home Collection from Plantation Patterns	2245432
Arlington House	2172999
Meadowcraft	2172998
The Home Collection by Meadowcraft	2332000
Meadowcraft Logo	2498054
Classic Furniture for the Great Outdoors	2572806
Arlington House Logo	2555384
Home Collection Vine	2522070
Plantation Patterns House	2648076
Flower Design	2675985
Plantation Patterns American Wrought Iron	3152648

Furniture	
(Plantation Patterns) Stylized Logo	76/645889