

**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
Wellborn Holdings, Inc.		01/30/2008	CORPORATION: ALABAMA

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway, NW
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3246616	CREATOR OF TIMELESS ORIGINALS
Registration Number:	2705456	HERITAGE CUSTOM CABINETRY
Registration Number:	3246828	INHABIT YOUR DREAMS
Serial Number:	78782465	CREATOR OF TIMELESS ORIGINALS
Serial Number:	77070397	ZONA CUCINA
Serial Number:	77070409	ZONA CUCINA

**CORRESPONDENCE DATA**

Fax Number: (404)522-8409  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-880-4758  
 Email: myoung@phrd.com  
 Correspondent Name: Marcus Young  
 Address Line 1: 285 Peachtree Center Avenue N.E.  
 Address Line 2: 1500 Marquis Two Tower  
 Address Line 4: Atlanta, GEORGIA 30303

**TRADEMARK**

**900100784**

**REEL: 003732 FRAME: 0385**

**CH \$165.00 3246616**

ATTORNEY DOCKET NUMBER:	52.264
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	03/05/2008
Total Attachments: 4 source=_0305154348_001#page1.tif source=_0305154348_001#page2.tif source=_0305154348_001#page3.tif source=_0305154348_001#page4.tif	

January 30, 2008

Bank of America, N.A.  
300 Galleria Parkway, N.W.  
Suite 800  
Atlanta, Georgia 30339  
Attention: Wesley Manus

Re: Amendment to Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Wellborn Holdings, Inc., an Alabama corporation (the "Company"), and Bank of America, N.A., as successor in interest to Fleet Capital Corporation (the "Lender"), dated as of October 4, 2004 (as at any time amended, restated, modified or supplemented, the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office ("USPTO") on October 21, 2004, at Reel/Frame number 002960/0474. All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Company, Lender, and the other parties named therein or joined thereto from time to time as borrowers ("Borrowers") are parties to a certain Amended and Restated Loan and Security Agreement dated December 21, 2007 (as at any time amended, restated, modified or supplemented, the "Loan Agreement"), which Loan Agreement amends and restates that certain Loan and Security Agreement dated November 30, 1999, pursuant to which Loan Agreement Lender has agreed to continue to extend revolving credit loans, term loans, letters of credit and other certain financial accommodations to Borrowers, in accordance with the terms thereof, and Company's obligations to Lender under the Loan Agreement, are secured by, among other things, the Trademark Security Agreement and the Trademark Collateral described therein.

It is a condition to Lender's willingness to continue to make loans and other financial accommodations to or for the benefit of Borrowers under the Loan Agreement that Company agree to enter into this letter agreement and to amend the Trademark Security Agreement as hereinafter set forth.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Company hereby acknowledges and confirms that, in order to secure the prompt payment and performance to Lender of all of the Obligations, Company assigned, pledged and granted to Lender, pursuant to the Trademark Security Agreement, a continuing security interest and Lien upon the Trademark Collateral then owned or thereafter acquired by Company and in which Company then had

or at any time in the future may acquire any right, title or interest, including, without limitation, all of Company's Trademarks.

Company has obtained rights to the trademarks listed on the attached Exhibit A-1. Lender and Company hereby agree to amend the Trademark Security Agreement to add the trademarks listed on Exhibit A-1 as Trademark Collateral as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks thereon those trademarks listed on Exhibit A-1 attached hereto. Lender is hereby authorized to attach to the Trademark Security Agreement a copy of Exhibit A-1 as a supplement to Exhibit A thereto and to file a copy, or copies, of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

Company hereby restates and reaffirms the representations, warranties, covenants and agreements made by Company in the Trademark Security Agreement, including, without limitation, with respect to the Trademarks and Trademark Collateral listed on Exhibit A-1 attached hereto, subject to the terms and conditions thereof. Additionally, Company hereby represents and warrants to Lender that Exhibit A to the Trademark Security Agreement, as amended herein, contains a complete and accurate list of the trademarks owned by Company as of the date hereof, and that all such trademarks described in Exhibit A to the Trademark Security Agreement, as amended herein, shall constitute Trademark Collateral under the Trademark Security Agreement securing the Obligations. Company further represents and warrants to Lender that it has the full authority to enter into this letter agreement and to grant the security interest and Lien provided for in the Trademark Security Agreement.

Company agrees to take such further actions as Lender shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Company and acceptance by Lender (notice of which acceptance is hereby waived), and shall be governed by and construed in accordance with the laws of the State of Georgia (without giving effect to the conflict of laws principles thereof).

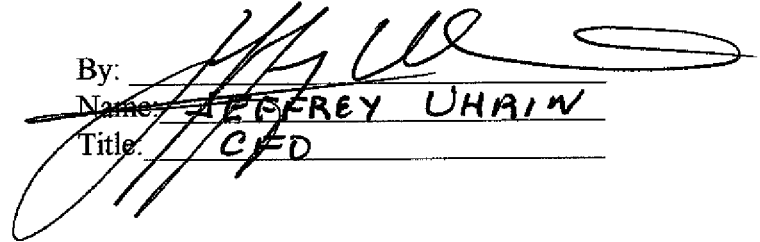
This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or by email/electronic delivery shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank; signatures begin on following page.]

If the terms of this letter agreement are acceptable to Lender, please evidence its agreement by executing the enclosed copy of this letter.

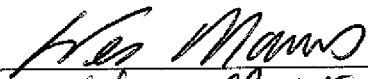
Very truly yours,

**WELLBORN HOLDINGS, INC.**

By:   
Name: JEFFREY UHAIR  
Title: CEO

Accepted and agreed to this  
19 day of ~~January~~, 2008:  
FEBRUARY

**BANK OF AMERICA, N.A.**

By:   
Name: Wes Manus  
Title: SUP

**EXHIBIT A-1**

**TRADEMARKS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
Creator of Timeless Originals	United States	3,246,616	May 29, 2007
Heritage Custom Cabinetry	United States	2,705,456	April 8, 2003
Inhabit Your Dreams	United States	3,246,828	May 29, 2007

**TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
Creator of Timeless Originals	United States	78-782,465	December 29, 2005
Zona Cucina	United States	77-070,397	December 22, 2006
Zona Cucina (design)	United States	77-070,409	December 22, 2006