

04-10-2002

Form PTO-1594 (Rev. 03/01) 4-10-02 RE: OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Hoover FRT Acquisition Co.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: SunTrust Banks, Inc.
Internal Address: 25th Floor
Street Address: 303 Peachtree Street
City: Atlanta State: GA Zip: 30303
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Georgia
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: April 2, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) none
B. Trademark Registration No.(s) 1,563,376; 1,856,762; 1,037,082; 967,957; 982,429; 1,002,809
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 6

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Susan Lake
Internal Address: King & Spalding
Street Address: 191 Peachtree Street
City: Atlanta State: GA Zip: 30303

7. Total fee (37 CFR 3.41) \$ 165.00
expedite fee 120.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Susan Lake
Name of Person Signing Signature Date April 3, 2002

Total number of pages including cover sheet, attachments, and document: 6

04/11/2002 BROWNE 00000117 1563376

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 DP
02 FC:482 125.00 DP
03 FC:484 120.00 DP

CANCELLED

TRADEMARK REEL: 002445 FRAME: 0443

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment") made and entered into as of the 2nd day of April, 2002 by and between **HOOVER FRT ACQUISITION CO.**, a Delaware corporation (the "Assignor") and **SUNTRUST BANKS, INC.**, a Georgia corporation (the "Assignee").

RECITALS:

WHEREAS, the Assignor is the owner of a certain Trademarks as hereinafter described; and

WHEREAS, the Assignor, Assignor's parent Hoover Wood Products Holdings, Inc., a Delaware corporation ("Parent") and the Assignee have entered into that certain Subordinated Note and Warrant Purchase Agreement dated as of even date herewith (the "Purchase Agreement", the capitalized terms used but not defined herein having the meaning given to such terms in the Purchase Agreement) pursuant to which Assignee has agreed to purchase a \$2,500,000 subordinated note from the Assignor and stock purchase warrants from the Parent on the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition to the Assignee's agreement to make an investment in the Assignor that Assignor enter into this Assignment, collaterally assigning the Trademarks to the Assignee as security for the Obligations.

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

1. **TRADEMARKS.** The Assignor is the owner of those certain trademarks and applications for trademarks now registered or filed in the United States Patent and Trademark Office as set forth on Exhibit A attached hereto (the "Trademarks").

2. **ASSIGNMENT OF TRADEMARKS.** To secure the payment of the Note and all other Obligations of the Assignor to the Assignee, the Assignor does hereby assign to the Assignee a security interest in all its right, title and interest in and to the Trademarks and said registrations therefor, and all amendments, modifications or replacements thereof, and all income, royalties, damages and payments now and hereafter due and/or payable thereunder, including, without limitation, damages and payments for past or future infringements thereof, together with the goodwill of the business symbolized by said Trademarks and the registrations thereof.

3. **COLLATERAL SECURITY.** This Assignment is made as collateral security for the payment of the Notes and any other Obligations of Assignor to Assignee pursuant to the Purchase Agreement and the other documents executed in connection therewith. In the event said Note and other Obligations are fully paid and satisfied, cancelled and released, then the releasing of said Note and Obligations shall constitute a satisfaction, cancellation and release

hereof and Assignee shall thereupon cause a release of this Collateral Assignment to be recorded in the United States Patent and Trademark Office. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers herein conferred upon it until an Event of Default shall occur.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of any rights or privileges granted hereunder shall be construed as a waiver by the Assignee or its successors or assigns of the right to enforce the Obligations in strict accordance with the terms and provisions thereof, for which this Assignment is given as security.

4. **IRREVOCABILITY OF ASSIGNMENT.** The assignment effected by this Assignment is irrevocable and may not be revoked or otherwise modified without the prior written consent of the Assignee.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** The Assignor does hereby represent and warrant to and covenant with the Assignee as follows:

(a) That the Assignor is the absolute owner of the Trademarks free and clear of all liens and security interests whatsoever except for the Lien of SunTrust Bank and the interest granted to the Assignee by this Assignment and no person or persons other than SunTrust Bank and the Assignee have any type of interest, claim or lien whatsoever upon, in or to the Trademarks, and during the term of this Assignment the Assignor shall not grant to any other person besides SunTrust Bank and the Assignee any interest whatsoever in the Trademarks;

(b) That the Assignor will defend the Trademarks against the claims and demands of all persons at any time claiming the same or any interest therein; and

(c) That by virtue of this Assignment and the registration of such Assignment with the United States Patent and Trademark Office, the Assignee has a valid, enforceable, perfected and security interest in the Trademarks. All of the foregoing representations, warranties and covenants shall be true and correct throughout the term of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have each executed this Assignment as of the date and year first above written.

Signed, sealed and delivered in the presence of:

HOOVER FRT ACQUISITION CO.

Angela L. Batterson
Print Name: Angela L. Batterson

By: Barry W. Holden
Name: Barry W. Holden
Title: President

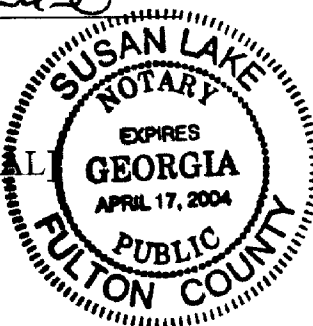
R. B. McGinty
Print Name: R. B. McGinty

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

On the 2 day of April, 2002 before me personally came Barry W. Holden, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the President of Hoover FRT Acquisition Co., who being by me duly sworn, did depose and say that he is the President of Hoover FRT Acquisition Co., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation 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 corporation.

Susan Lake
Notary Public

[NOTARIAL SEAL]



SUNTRUST BANKS, INC.,
as Assignee

By: *Ted Mayden*

Name: MARTIN TED MAYDEN

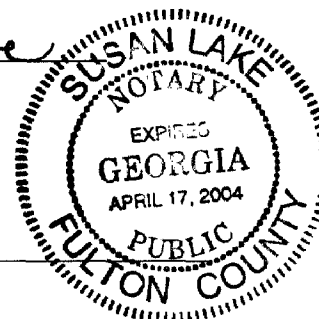
Title: SENIOR VP

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

On the 2 day of April, 2002 before me personally came TED MAYDEN to me personally known and known to me to be the person described in and who executed the foregoing instrument as the SENIOR VP of SunTrust Banks, Inc., who being by me duly sworn, did depose and say that he is the SENIOR VP of SunTrust Banks, Inc., that the said instrument was signed on behalf of said corporation in its capacity as Purchaser under the Security Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Purchaser under the Security Agreement.

Susan Lake
Notary Public

My Commission Expires:



[Notarial Seal]

EXHIBIT A

Trademarks

1. Pyro-Guard

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	1,563,376	10/31/89
Canada	428,946	6/17/94
Great Britain	1517719	11/4/92

2. Dragon Logo

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	1,856,762	10/4/94
Canada	451,808	12/15/95
Great Britain	1563258	9/16/93
France	94508297	2/25/94
Japan	3280541	3/11/94

3. Fire-X (stylized)

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	1,037,082	3/30/96 (renewal)
Canada	313,841	5/2/86
Great Britain	1517720	11/4/92

4. Cop-8

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	967,957	9/11/93 (renewal)

5. Triangular Tree Design

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	982,429	4/23/94 (renewal)

6. Dix-i-ply (stylized)

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	1,002,809	1/28/95 (renewal)