



5-12-04

102743377

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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):
 Pompeii Furniture Co., Inc.
 8130NW 7th Avenue
 Medley, Florida 33166

5-12-04

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Alabama
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: GMAC Commercial Finance LLC
 Internal Address: _____
 Street Address: 1290 6th Avenue
 City: New York State: NY ZIP: 10104

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

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 conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 31, 2004

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)

Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____
 Street Address: 400 Seventh Avenue, N.W., Suite 101
 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 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

Stephen I Brecher

Name of Person Signing

Signature

May 7, 2004

Date

05/13/2004 ECOOPER 00000013 1642377

Total number of pages including coversheet, attachments and document:

4

SCHEDULE A

Schedule A to a Trademark Grant of Security dated March 31, 2004, by and between Pompeii Furniture Co., Inc. and GMAC Commercial Finance LLC, as Agent.

REGISTRATION NO. OR APPLICATION NO.	REGISTRATION OR FILING DATE	MARK
1,642,837	4/30/1991	BABYLON

TRADEMARK GRANT OF SECURITY

WHEREAS, POMPEII FURNITURE CO., INC., a corporation formed under the laws of Florida, located at 8130 NW 7th Avenue, Medley, Florida 33166 (“Grantor”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor is obligated to GMAC COMMERCIAL FINANCE LLC (“GMACCF”) and various other financial institutions (collectively, “Lenders”) and GMACCF as agent for Lenders (“Agent”) pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Grantor and the other loan parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantor and other loan parties in favor of Agent (as each may be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof and shall be in addition to the grant of security interest under the Agreements.

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: March 31, 2004
New York, New York

Witness:

POMPEII FURNITURE CO., INC.

By: John W. Frederick
John W. Frederick,
Executive Vice President and
Chief Administrative Officer


Witness:

GMAC COMMERCIAL FINANCE LLC, as Agent

By: Steven W. Dempsey
Steven Dempsey,
Director

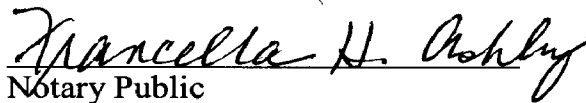
STATE OF New York)
) ss:
COUNTY OF New York)

On the 31st day of March, 2004, before me personally came John W. Frederick, to me known, who, being by me duly sworn, did depose and say that he is the Executive Vice President and Chief Administrative Officer of Pompeii Furniture Co., Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.


Notary Public
FRANCELLA H. ASHBY
Notary Public, State Of New York
No. 01AS5053925
Qualified In New York County
Commission Expires Jan. 2, 2004

STATE OF New York)
) ss:
COUNTY OF New York)

On the 31st day of March, 2004, before me personally came Steven Dempsey to me known, who being by me duly sworn, did depose and say he is a Director of GMAC Commercial Finance LLC, the company described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to his authority as an officer of said corporation.


Notary Public

FRANCELLA H. ASHBY
Notary Public, State Of New York
No. 01AS5053925
Qualified In New York County
Commission Expires Jan. 2, 2004