



12-08-2000

U.S. Patent & TMOfo/TM Mail Rcpt. Dt. #40

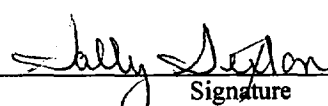
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FOR RECORDATION PATENTS ONLY Atty. Docket 52990.015535

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FORM-PTO-1595 TRANSMITTAL 1-31-92	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): <u>Conso International Corporation</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>Suntrust Bank</u> Foreign Address: _____ Domestic Address: <u>303 Peachtree St. 3rd Floor</u> City: <u>Atlanta</u> State: <u>GA</u> ZIP <u>30308</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Other _____ Execution Date: <u>November 17, 2000</u>	
4. Application number (s) or patent numbers(s): If this document is being filed together with a new application, the execution date of the application is: 6/24/99 A. Patent Application No.(s) <u>D-334,135; D-334,883; D-335,441; D-335,816; D-334,664</u> B Patent Registration No. (s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Carolyn Z. Alford, Esq.</u> <u>King & Spalding, 191 Peachtree Street .</u> <u>Atlanta, Georgia 30303-1763</u> Telephone No.: <u>404- 572- 4600</u> Facsimile No.: <u>404 572-5100</u>	6. Number of applications and patents involved: <u>five</u> 7. Total fee (37 CFR 3.41): \$ <u>200</u> <input checked="" type="checkbox"/> Enclosed (check for \$160.00, charge \$40.00 to deposit account) <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number <u>11-0980</u> <small>(Attach duplicate copy of this page if paying by deposit account):</small>
DO NOT USE THIS SPACE	
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy of the original document.</i> <i>I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below</i> <u>Sally Sexton</u> <u></u> <u>December 1, 2000</u> Name of Person Signing Signature Date Total number of pages comprising cover sheet: 1	

**AMENDED AND RESTATED
COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (PATENTS)**

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (PATENTS) (this "Agreement"), dated as of November 17, 2000, is executed by CONSO INTERNATIONAL CORPORATION, a South Carolina corporation (the "Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation ("SunTrust"), as Agent (the "Agent"), on its behalf and on behalf of the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below). Terms used herein but not defined herein shall have the meaning defined for those terms in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor, as successor in interest to CIC Acquisition Sub, Inc., the Lenders, the Agent, the Security Agent, the Swingline Lender, the Issuing Bank, the Syndication Agent and the Documentation Agent entered into that certain Revolving Credit and Term Loan Agreement, dated as of March 6, 2000, (as amended by that certain First Amendment to Revolving Credit and Term Loan Agreement, dated as of May 19, 2000, the "Original Credit Agreement");

WHEREAS, Grantor entered into that certain Collateral Assignment and Security Agreement (Patents), dated as of March 6, 2000, ("Original Collateral Assignment"), which was subsequently filed and recorded in the United States Patent and Trademark Office on March 17, 2000, Reel 010461, Frame 0228, pursuant to which the Grantor collaterally assigned its Patents to the Agent, for its benefit and the benefit of the Lenders;

WHEREAS, the Borrower, the Lenders, the Agent, the Security Agent, the Swingline Lender, the Issuing Bank, the Syndication Agent and the Documentation Agent are amending and restating the Original Credit Agreement pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among the Borrower, the Lenders, the Agent, the Security Agent, the Swingline Lender, the Issuing Bank, the Syndication Agent and the Documentation Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition precedent to the Credit Agreement that the Grantor and the Agent enter into this Agreement to amend and restate the Original Collateral Assignment, and Grantor desires to fulfill said requirement;

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 that the Original Collateral Assignment is amended and restated 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):

“Patent License” means any written agreement now or hereafter in existence granting to the Grantor any right to practice any invention for which a Patent is in existence, including, without limitation, the agreements listed on Schedule I attached hereto.

“Patents” means all of the following: (i) all letters patent of the United States, all letters patent and all similar intellectual property in any other country, all recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation recordings and applications in the office or agency of the United States or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part, divisions, re-examinations or extensions thereof.

2. As security for all of the Obligations, the Grantor hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns, pledges, mortgages and hypothecates to the Agent, for its benefit and the ratable benefit of the Lenders, all of the Grantor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Patent now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Patent Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, each Patent referred to in Schedule I hereto and any renewals thereof; and

(b) each Patent License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Patent Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder and wherever located, including, without limitation, the Patent Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent or breach

of Patent Licenses, if any, including, without limitation, any Patent or Patent License referred to in Schedule I hereto.

Unless and until the Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Agent hereby grants to the Grantor the exclusive, nontransferable, royalty-free right and license under the Property for the Grantor's own benefit and account, so that the Grantor may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property; provided, however, that the foregoing shall not impose an obligation on Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business. The Grantor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Grantor in this paragraph, except that the Grantor may sublicense the Property in the ordinary course of the Grantor's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by the Agent of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to the Grantor shall terminate.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security 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 Security Agreement in accordance with Section 14 thereof. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Patent (including any Patent application), whether under a Patent License or otherwise, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Patent. The Grantor authorizes the Agent to modify this

Agreement by amending Schedule I to include any future Patents and Patent Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect, defend, file prosecute, obtain or maintain the Property and the Grantor shall, at its own expense protect, defend, file, prosecute, obtain and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Grantor shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Agent and the Lenders for all reasonable expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property. For the purpose of permitting the Grantor to fulfill its obligations set forth above, the Agent hereby appoints the Grantor as its agent for the purpose of filing, prosecuting, obtaining, and maintaining, at its own expense, any new Patent (including any Patent application), and appointing attorneys and/or agents to appear before the U.S. Patent & Trademark Office and before corresponding foreign patent offices, to file, prosecute, obtain, and maintain Patents including any Patent applications) on behalf of the Agent and the Grantor and, to the extent necessary under the Security Agreement, on behalf of the Agent. Such appointment shall remain in effect unless and until the Agent revokes such appointment after the occurrence and during the continuance of an Event of Default.

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.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be
duly executed under seal by its duly authorized officers as of the date first above written.

CONSO INTERNATIONAL CORPORATION

By: [Signature]
Name: Richard Zonin
Title: Vice President

[Signature]
Witness

[Signature]
Witness

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 15 day of November, 2000 before me personally came Richard Zonin, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Vice President of Conso International Corporation, who being by me duly sworn, did depose and say that he is the Vice President of Conso International Corporation, 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.

[Signature]
Notary Public

My Commission Expires: 10/24/02

ROSE BELLANTUONO
Notary Public, State of New York
No. 01BE5034998
Qualified in Richmond County
Commission Expires Oct. 24, 2002

[Signature Page to Collateral Assignment of Trademarks]

PATENT
REEL: 011356 FRAME: 0376

By: Bradley J. Staples
Name: Bradley J. Staples
Title: Director

[Signature]
Witness

[Signature]
Witness

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 15 day of November, 2000 before me personally came Bradley J. Staples, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Director of SunTrust Bank, who being by me duly sworn, did depose and say that he is the Director of SunTrust Bank, 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.

[Signature]
Notary Public

My Commission Expires: 10/24/02

[NOTARIAL SEAL]

ROSE BELLANTUONO
Notary Public, State of New York
No. 01BE5034998
Qualified in Richmond County
Commission Expires Oct. 24, 2002

[Signature Page to Collateral Assignment of Patents]

Schedule I
to Collateral Assignment
and Security Agreement (Patents)

CONSO INTERNATIONAL CORPORATION

U.S. PATENTS

DESIGN PATENT	NUMBER
Support Bracket for Drapery Rings	D-334,135
Drapery Bow Ring	D-334,883
Drapery Bow Ring	D-335,441
Drapery Bow Ring	D-335,816
Drapery Bow Ring	D-334,664

FOREIGN PATENTS

None

PATENT LICENSES

None