

08-07-1998

Form PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

100785987

ached original documents or copy thereof.

MAR 7-31-98

1. Name of conveying party(ies):
Broyhill Furniture Industries, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State: North Carolina
 Other

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

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: _____

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- State: New York
 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: July 14, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)

2,153,394

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kimberly V. Miller

Internal Address: White & Case LLP
Room 2604

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved 25

7. Total fee (37 CFR 3.41): \$ 640.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: 23-1705

(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.

Kimberly V. Miller K.V. Miller 7/31/98

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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40.00 EP
600.00 EP

08/05/1998 TUNNEL 06510028 2153394

SCHEDULE A

Broyhill Furniture Industries, Inc.

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FIRM FOUNDATIONS	2,153,394	April 28, 1998

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
BALLANTRAE	75/404,997	December 15, 1997
CITYSCAPE	75/316,949	June 30, 1997
COLERAINE	75/404,974	December 15, 1997
COMPOSITE	75/404,998	December 15, 1997
COTSWALD COTTAGE	75/407,660	December 18, 1997
EVERY THIRTY SECONDS	75/473,961	April 24, 1998
EVERY 30 SECONDS	75/473,960	April 24, 1998
FIRST ACT	75/407,055	December 17, 1997
FULLY RECLINING UPHOLSTERY	75/407,054	December 17, 1997
HUES	75/421,570	January 22, 1998
LINDSAY FARM	75/404,959	December 15, 1997
MAISON LENOIR	75/354,247	September 9, 1997
MALLARD COVE	75/353,880	September 9, 1997
OAK HILL	75/143,459	August 1, 1996
PRAYA GRANDE	75/404,973	December 15, 1997

RIVERWALK	75/316,958	June 30, 1997
SALZBURG	75/407,716	December 18, 1997
SUNNYBROOK	75/494,777	June 2, 1998
TIBURON	75/317,076	June 20, 1997
TORREON	75/317,516	June 30, 1997
TOSCANA	75/473,959	April 24, 1998
TRANSLATION	75/473,962	April 24, 1998
TYNECASTLE	75/316,957	June 30, 1997
WATERMARK	75/354,303	September 9, 1997

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Broyhill Furniture Industries, Inc., a North Carolina corporation (the "Grantor") with principal offices at Broyhill Park, Lenoir, North Carolina 28633, hereby grants to Bankers Trust Company, a New York banking corporation, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Fourth Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 17, 1994, as amended and restated as of December 29, 1995, as further amended and restated as of September 6, 1996, as further amended and restated as of June 27, 1997 and as further amended and restated as of July 14, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant of Security Interest.

This Grant of Security Interest has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 14th day of July, 1998.

BROYHILL FURNITURE INDUSTRIES, INC.,
Grantor

By David P. Howard
Name: David P. Howard
Title: Vice President

BANKERS TRUST COMPANY, as
Collateral Agent, Grantee

By James Reilly
Name: JAMES REILLY
Title: VICE PRESIDENT

