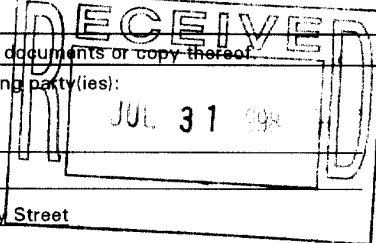


08-07-1998

Form PTO-1594  
1-31-92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
attached original documents or copy thereof



MRD 7-31-98

To the Honorable Commissioner c.

100785968

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

Individuals  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: 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)\  
755,080

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: 12

7. Total fee (37 CFR 3.41): ..... \$ 315.00  
 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 [Signature] 7/31/98  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

40.00 UP  
 275.00 UP  
 06/05/1998  
 TT0013 755080  
 01 FC:401  
 02 FC:402

SCHEDULE A

Thomasville Furniture Industries, Inc.

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
T and Design	755,080	August 20, 1963

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
COLORIFICS	75/419,367	January 16, 1998
COLOR CAFE	75/484,928	May 14, 1998
CREATIVE INTERIORS	75/160,857	September 4, 1996
CREATIVE INTERIORS	75/192,673	November 4, 1996
ENCOUNTER	75/436,192	February 18, 1996
EUROPEAN CLASSICS	75/372,259	October 14, 1997
FOUNDERS FURNITURE	75/192,671	November 4, 1996
FOUNDERS FURNITURE A FURNITURE BRANDS INTERNATIONAL COMPANY & Design	75/192,672	November 4, 1996
SANTIAGO	75/436,189	February 18, 1998
TRAFALGAR SQUARE	75/456,103	March 24, 1998
WORKSTYLES	75/437,181	February 19, 1998

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Thomasville Furniture Industries, Inc., a Delaware corporation (the "Grantor") with principal offices at 401 E. Main Street, Thomasville, North Carolina 27360, 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 14<sup>th</sup> day of July, 1998.

THOMASVILLE 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

Missouri  
STATE OF ~~NEW YORK~~ )  
St. Louis ) ss.:  
COUNTY OF ~~NEW YORK~~ )

On this 14<sup>th</sup> day of July, 1998 before me personally came David Howard,  
who being duly sworn, did depose and say that he is Vice President of  
Thouesville Furniture Industry, Inc that he is authorized to execute the foregoing Grant of Security  
Interest on behalf of said corporation and that he did so by authority of the Board of Directors of  
said corporation.

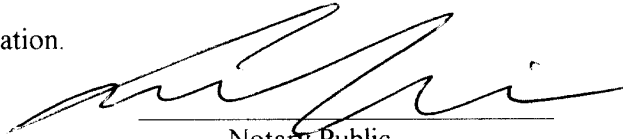
Robert Lee Kaintz  
Notary Public

ROBERT LEE KAINZ  
NOTARY PUBLIC, STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP. AUG. 22, 1998

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

On this 27<sup>th</sup> day of July, 1998 before me personally came \_\_\_\_\_

James Reilly who, being by me duly sworn, did state as follows: that he is  
Vice President of Bankers Trust Company, that he is authorized to execute the foregoing  
Grant of Security Interest on behalf of said corporation and that he did so by authority of the  
Board of Directors of said corporation.



Notary Public

**ADAM A. MONIZ**  
Notary Public, State of New York  
No. 01M06009193  
Qualified in New York County  
Commission Expires June 22, 2000