

5-30-02

05-30-2002



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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

102106053

Tab settings ⇌ ⇌ ⇌ ▼

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

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

5-30-02

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_ of North Carolina

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

2. Name and address of receiving party(ies)  
Name: Congress Financial Corporation (FI)  
Internal  
Address: \_\_\_\_\_  
Street Address: 777 Brickell Avenue  
City: Miami                      State: FL      Zip: 33131

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State of Florida  
 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: 4/12/02

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

A. Trademark Application No.(s) \_\_\_\_\_  
 See Schedule A Annexed Hereto

B. Trademark Registration No.(s) \_\_\_\_\_  
 See Schedule A Annexed Hereto

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Preston R. Cappello  
Internal Address: Otterbourg, Steindler, Houston  
and Rosen, P.C.  
Street Address: 230 Park Avenue  
City: New York                      State: NY                      Zip: 10169

6. Total number of applications and registrations involved: ..... 47

7. Total fee (37 CFR 3.41).....\$ 1190.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Preston R. Cappello                      *Preston R. Cappello*                      5/28/02  
 Name of Person Signing                      Signature                      Date

05/30/2002 DBYRNE 00000144 2474052  
 01 FC:481  
 02 FC:482                      40.00 OP  
    1150.00 OP

Total number of pages including cover sheet, attachments, and document:   
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
REEL: 002509 FRAME: 0597

Lexington Furniture Industries, Inc.  
Trademark List

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
American Homecoming	2,474,052	7/31/01	USA	Class 20, furniture	Registered; Declaration of Use due 7/31/07; Renewal due 7/31/11	✓
American Mix	2,257,932	6/29/99	USA	Class 20, furniture	Registered; Declaration of Use due 6/29/05; Renewal due 6/29/09	✓
And So To Bed	75/612,989	12/29/98	USA	Class 20, furniture	This application has been suspended pending the outcome of SN 75/469,194 filed 4/16/98 for retail bedding retail store services	✓
Atlantic Overtures	2,215,405	12/29/98	USA	Class 20, furniture	Registered; Declaration of Use due 12/29/04; Renewal due 12/29/08	✓
Betsy Cameron's Storybook	2,273,493	8/31/99	USA	Class 20, furniture	Registered; Declaration of Use due 8/31/05; Renewal due 8/31/09	✓
Camden Hall	2,272,948	8/24/99	USA	Class 20, furniture	Registered; Declaration of Use due 8/24/05; Renewal due 8/24/09	✓
Compass Point	75/698,735	5/5/99	USA	Class 20, furniture, namely wicker household furniture	Pending; 2 <sup>nd</sup> Extension Request to File Statement of Use filed on 7/11/01	✓
De Cristofaro	1887939	4/4/95	USA	Class 20, furniture	Registered; Declaration of Use due 4/4/01; Renewal due 4/4/05 <sup>3</sup>	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, **Lexington Furniture Industries, Inc.**, Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Dixie	1,826,942	3/15/94	USA	Class 20, furniture	Registered; Renewal due 3/15/04 - Cancelled 4/28/01 under § 8	✓
Going Home	2,127,729	1/6/98	USA	Class 20, furniture	Registered; Declaration of Use due 1/6/04; Renewal due 1/6/08 <sup>2</sup>	✓
Haley & Carter	76/305,717	8/28/01	USA	Class 20, furniture	Pending	
Henry Link	2,209,560	12/8/98	USA	Class 20, furniture	Registered; Declaration of Use due 12/9/04; Renewal due 12/8/08	✓
Henry Link Trading Co. and Design	76/219,874	3/5/01	USA	Class 20, furniture	Pending	✓
Henry Link Trading Company	76/207,903	2/9/01	USA	Class 20, furniture	Pending; 9/12/01 Response to Office Action filed	✓
Hickorycraft <sup>1</sup>	1,299,533	10/9/84	USA	Class 20, upholstered household and office furniture	Registered; Declaration of Use due 3/14/90; Renewal due 10/9/04 <sup>1, 2, 3</sup>	✓
Imaginations	1,724,655	10/13/92	USA	Class 20, furniture	Registered; Declaration of Use accepted 9/28/88; Renewal due 10/13/02 <sup>3</sup>	✓
Comfort Lux	76/336,543	11/9/01	USA	Class 21, seating cushions for furniture	Pending	✓
Kid's Retreat	1,933,805	11/7/95	USA	Class 20, furniture	[not on Lexington Schedule] Registered; Declaration of Use due 11/7/01; Accepted 3/23/01; Renewal due 11/7/05 <sup>3</sup>	✓
Laurel Valley	2110112	2/28/01	European Community	Class 20, furniture	Pending; Published for Opposition on 9/17/01	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.

2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.

3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berkline Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Laurel Valley	2001016947	2/27/01	Japan	Class 20, furniture, cushions, Japanese cushions, pillows, mattresses, rattan blinds, bead curtains for decoration, single leaf screens, folding screens, benches	Pending	✓
Laurel Valley	20010007313	2/27/01	Korea	Class 20, furniture, namely, beds, headboards, mirrors, dressers, hutches, chests, commodes, buffets, sideboards, tables, chairs and bookcases	Pending	
Laurel Valley	473,401	2/28/01	Mexico	Class 20, furniture	Pending	
Laurel Valley	113115	3/1/01	Panama	Class 20, furniture	Pending	
Laurel Valley	T0102686E	2/28/01	Singapore	Class 20, furniture	Pending	
Laurel Valley	90023020	6/7/01	Taiwan	Class 20, furniture	Pending	
Laurel Valley	447160	2/28/01	Thailand	Class 20, hutches/boxes, tables, chairs, beds, chests/dressers, bookcases, cupboards and refreshment counters, sideboards and mirrors	Pending	
Laurel Valley	76/118,146	8/28/00	USA	Class 20, furniture	Notice of Allowance issued 5/16/01	✓
Lauryn Olivia	2,462,866	6/19/01	USA	Class 20, children's furniture	Registered; Renewal due 6/19/11	✓
Lexington	4434852	11/24/00	Japan	Class 20, furniture	Registered; Renewal due 11/24/10	✓
Lexington	1,504,866	9/20/88	USA	Class 20, bedroom, dining room, living room, occasional and upholstered furniture	Registered; Declaration of Use accepted 2/13/94; Renewal due 9/20/08 <sup>3</sup>	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington	75/881,365	12/27/99	USA	<p>Class 6, art objects made of metal, namely, decorative finials</p> <p>Class 11, residential and commercial lighting, namely, table and floor lamps, chandeliers, ceiling and wall lights, hanging lamps, and lamp shades</p> <p>Class 20, mirrors, namely, furniture mirrors and cheval mirrors, resin and plastic figurines, decorative art objects, namely, metal table display easels and picture frames</p> <p>Class 21, decorative accessories, namely, porcelain and glass figurines, non-metal decorative bells, vases, urns, planters and jars made of wood, glass, crystal, porcelain, ceramics or terra cotta, candle sticks and candleholders not made of precious metal</p>	Notice of Allowance issued 8/28/01	✓
Lexington	831,030	6/27/67	USA	<p>Class 20, colonial, laminated-plastic covered or wood vanity</p>	Registered; Renewed 7/15/87; Renewal due 6/27/07 <sup>3</sup>	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berkeley Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington Casual	75/698,736	5/5/99	USA	Class 20, furniture	Suspended on 5/3/00 pending disposition of 75/616,739	✓
Lexington Destination	1,065,180	6/28/00	Canada	Furniture gallery programs; retail furniture store services	Pending	✓
Lexington Destination	677,492	10/31/00	Mexico	Class 20, furniture	Registered; Renewal due 9/8/10	
Lexington Destination	677,491	10/31/00	Mexico	Class 42, retail furniture store services	Registered; Renewal due 9/8/10	
Lexington Destination	75/941,822	3/9/00	USA	Class 20, furniture	Pending; Response to Office Action filed 9/6/01	✓
Lexington Furniture Industries & Design	1,267,164	2/14/84	USA	Class 35, retail furniture store services and retail store product merchandising display services featuring dedicated space for a single brand Class 20, bedroom and dining room furniture and occasional pieces, namely, tables, chests, stereo centers, benches and etageres for use outside of the bedroom and dining room areas	Registered; Declaration of Use accepted 7/5/84; Renewal due 2/14/04 <sup>1</sup>	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, **Lexington Furniture Industries, Inc.**, Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington Furniture Industries	1,576,409	1/9/90	USA	Class 20, living room, dining room, bedroom and occasional furniture, upholstered and unupholstered, made of wood, wicker, or a combination of wicker and wood, namely, beds, dressers, chests, mirrors, tables, baby cribs, cabinets, buffets, hutches, servers, party sets, chairs, beaches, etageres, wall units, bars, entertainment centers, desks, bookcases, sofas, love seats, ottomans, sleeper sofas, rocking chairs and recliners	Registered; Renewal due 1/9/10 Declaration of Use accepted Renewed 9/19/00 <sup>3</sup>	✓
Lexington Home Brands		6/28/00	Australia		Pending	
Lexington Home Brands	1,065,184	6/28/00	Canada	Furniture gallery programs; retail furniture stores services	Pending	✓
Lexington Home Brands	2000120493	8/10/00	China	Class 20, furniture	Pending; Published for opposition 7/14/01	
Lexington Home Brands	2000120494	8/10/00	China	Class 35, retail furniture store services	Pending	
Lexington Home Brands	1841188	9/6/00	European Community CTM	Class 20; furniture, gallery programs Class 42; retail furniture store services	Pending Published 1/14/02	✓
Lexington Home Brands	2001-075905	8/22/01	Japan	Class 20, furniture	Pending	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.

2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.

3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, **Lexington Furniture Industries, Inc.**, Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington Home Brands	677,488	10/31/00	Mexico	Class 20, furniture	Registered; Renewal due 9/8/10	
Lexington Home Brands	677,487	10/31/00	Mexico	Class 42, retail furniture store services	Registered; Renewal due 9/8/10	
Lexington Home Brands	42000007656	6/29/00	Philippines		Pending	
Lexington Home Brands	75/940,771	3/9/00	USA	Class 20, furniture Class 35, retail furniture store services, and retail store product merchandising display services featuring dedicated space for a single brand	Pending; Response to Office Action filed 7/16/01	✓
Lexington Kids	76/075,280	6/21/00	USA	Class 20, children's furniture	Suspended pending disposition of 75/616,739	✓
Lexington Place	1,065,183	6/28/00	Canada	Furniture gallery programs; retail furniture store services	Pending	✓
Lexington Place	677,490	10/31/00	Mexico	Class 20, furniture	Registered; Renewal due 9/8/10	
Lexington Place	677,489	10/31/00	Mexico	Class 42, retail furniture store services	Registered; Renewal due 9/8/10	
Lexington Place	75/939,794	3/9/00	USA	Class 20, furniture Class 35, retail furniture store services and retail store product merchandising display services featuring dedicated space for a single brand	Pending; Response to Office Action filed 7/16/01 Published 2/26/02	✓
Lexington Space	1,065,182	6/28/00	Canada	Furniture gallery programs; retail furniture stores services	Pending	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.

2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.

3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, **Lexington Furniture Industries, Inc.**, Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.



Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington Space	675,198	10/20/00	Mexico	Class 20, furniture	Registered; Renewal due 9/8/10	
Lexington Space	675,197	10/20/00	Mexico	Class 42, retail furniture store services	Registered; Renewal due 9/8/10	
Lexington Space	75/939,795	3/9/00	USA	Class 20, furniture Class 35, retail furniture store services and retail store product merchandising display services featuring dedicated space for a single brand	Pending; Response to Office Action filed 9/6/01	✓
Lexusuede	76/238,153	4/10/01	USA	Class 24, upholstery fabrics for furniture	Pending; Response to Office Action filed 9/17/01	✓
LO and Design	76/148,235 2544477	10/17/00 3/5/02	USA	Class 20, furniture	Registered Declaration of Use due 3/5/08 Renewal due 3/5/12 <sup>3</sup>	✓
Moistureguard	1,763,699	4/6/93	USA	Class 20, furniture	Registered; Declaration of use accepted 8/27/99; Renewal due 4/6/03 <sup>3</sup>	✓
Owen Street	76/305,796	8/28/01	USA	Class 20, furniture	Pending	✓
Pacific Overtures	1,947,643	1/9/96	USA	Class 20, furniture	Registered; Declaration of Use due 1/9/02; Renewal due 1/9/06 <sup>3</sup>	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, **Lexington Furniture Industries, Inc.**, Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
PHC (Palmer Home Collection)	383,057	11/21/97	Korea	Class 26, furniture (wardrobes, buffets, beds, chairs, sofas, tables, dining room tables, book shelves, bookcases and cabinets)	Registered; Renewal due 11/21/07	
PHC The Palmer Home Collection	261,731	5/6/96	Mexico	Class 20, furniture	Pending	
PHC The Palmer Home Collection	2,052,202	1/16/96	United Kingdom	Class 20, furniture	Registered; Renewal due 1/16/06	✓
Pieces of Your Life	2,472,154	7/24/01	USA	Class 20, furniture	Registered; Declaration of Use due 7/24/07; Renewal due 7/24/11	✓
Seaside Retreat	2,300,390	12/14/99	USA	Class 20, furniture	Registered; Declaration of Use due 12/14/05; Renewal due 12/14/09	✓
Simple	76/083,179	7/5/00	USA	Class 20, furniture	Notice of Allowance issued 7/17/01	✓
Solgarden (Stylized)	2,480,481	8/21/01	USA	Class 20, furniture	Registered; Declaration of Use due 8/21/07; Renewal due 8/21/11	✓
Sophie's Attic	1,089,350	1/17/01	Canada	Furniture, namely, armoires, bookcases, chests of drawers, chests, consoles, desks, credenzas, mirrors, cabinets, sideboards, servers, buffets, hutches, tables, shelves, wine racks and bars	Pending	✓
Sophie's Attic	76/095,654 2538657	7/11/00 2/12/02	USA	Class 20, furniture	Registered; Declaration of Use due 2/12/08; Renewal due 2/12/12	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berkshire Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
The Spirit of Home	76/111,391	8/17/00	USA	Class 20, furniture	Notice of Allowance issued 7/31/01; Abandoned 1/02 NOTE: SHOWN AS "PENDING" on database report	✓
The Spirit of Home	76/361578	2/22/02	USA	Printed materials including magalogs in the field of furniture and home furnishings	Pending	✓
Unique Familiarities	76/088,968	7/14/00	USA	Class 20, furniture	Notice of Allowance issued 12/25/01	✓
Villarey	2,199,079	10/20/98	USA	Class 20, furniture	Registered; Declaration of Use due 10/20/04; Renewal due 10/20/08	✓
Weatherguard	1,734,056	11/17/92	USA	Class 20, furniture	Registered; Declaration of Use accepted 9/14/95; Renewal due 11/17/02	✓
Wicker by Henry Link	1,555,788	9/12/89	USA	Class 20, bedroom, dining room occasional and upholstered furniture	Registered; Renewal due 9/12/09	✓
World of Bob Timberlake & Design [shown on database as "SIMBERLAKE"]	4,151,290	5/29/98	Japan	Class 20, furniture	Registered; Renewal due 5/29/08	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berkshire Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated April 12, 2002, is by and between LEXINGTON FURNITURE INDUSTRIES, INC., a North Carolina corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION (FLORIDA), a Florida corporation, in its capacity as agent ("Secured Party"), pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

WITNESSETH:

WHEREAS, Debtor has adopted, used and/or is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, certain affiliates of Debtor, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the

applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement or the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect. Debtor owns the sole, full and clear title to such Collateral, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor, to its knowledge, does not have any Trademarks, or pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to

Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Event of Default, or event, act or condition which with notice or passage of time or both would constitute an Event of Default, shall exist or have occurred as of such time. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's best knowledge no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the

fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of



work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, after the occurrence and continuance of any Event of Default Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and

services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

**6. JURY TRIAL WAIVER; OTHER WAIVERS  
AND CONSENTS; GOVERNING LAW**

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Florida.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Dade County, Florida and the United States District Court for the Southern District of Florida and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING

AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

## 7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:                    Lexington Furniture Industries, Inc.  
411 S. Salisbury  
P.O. Box 1008  
Lexington, NC 27293-1008  
Attention: Chief Financial Officer  
Telephone No.: 336-249-5300  
Telecopier No.: 336-249-5203

with a copy to:                Sun Lexington, LLC  
5200 Town Center Circle, Suite 470  
Boca Raton, Florida 33486  
Attention: Marc J. Leder,

Rodger R. Krouse and  
Jason Neimark  
Telephone No.: 561-394-0550  
Telecopier No.: 561-394-0540

with a copy to: Kirkland & Ellis  
200 East Randolph Drive  
Chicago, Illinois 60601  
Attention: Teri A. Lindquist, Esq.  
Telephone No.: 312-861-3032  
Telecopier No.: 312-861-2200

If to Secured Party  
and Lenders: Congress Financial Corporation (Florida)  
777 Brickell Avenue  
Miami, Florida 33131  
Attention: Portfolio Manager  
Telephone No.: 305-371-6671  
Telecopy No.: 305-371-9456

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or

unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

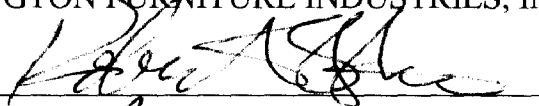
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

LEXINGTON FURNITURE INDUSTRIES, INC.

By: 

Title: Pres.

CONGRESS FINANCIAL CORPORATION  
(FLORIDA), as Agent

By: 

Title: VP

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

On the 12th day of April, 2002, before me personally came Robert S. Stec, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the President of LEXINGTON FURNITURE INDUSTRIES, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

  
\_\_\_\_\_  
Notary Public

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

**JOANNE DeFILLIPPO**  
**Notary Public, State Of New York**  
**No. 01DE4988297**  
**Qualified In Nassau County**  
**Certificate Filed In New York County**  
**Commission Expires Nov. 4, 2005**

On this 12th day of April, 2002, before me personally came Tiffany Liff, to me known, who, being duly sworn, did depose and say, that he/she is the First Vice President of CONGRESS FINANCIAL CORPORATION (FLORIDA), the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

**JOANNE DeFILLIPPO**  
**Notary Public, State Of New York**  
**No. 01DE4988297**  
**Qualified In Nassau County**  
**Certificate Filed In New York County**  
**Commission Expires Nov. 4, 2005**

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

SEE ATTACHED



Lexington Furniture Industries, Inc.  
Trademark List

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
American Homecoming	2,474,052	7/31/01	USA	Class 20, furniture	Registered; Declaration of Use due 7/31/07; Renewal due 7/31/11	✓
American Mix	2,257,932	6/29/99	USA	Class 20, furniture	Registered; Declaration of Use due 6/29/05; Renewal due 6/29/09	✓
And So To Bed	75/612,989	12/29/98	USA	Class 20, furniture	This application has been suspended pending the outcome of SN 75/469, 194 filed 4/16/98 for retail bedding retail store services	✓
Atlantic Overtures	2,215,405	12/29/98	USA	Class 20, furniture	Registered; Declaration of Use due 12/29/04; Renewal due 12/29/08	✓
Betsy Cameron's Storybook	2,273,493	8/31/99	USA	Class 20, furniture	Registered; Declaration of Use due 8/31/05; Renewal due 8/31/09	✓
Camden Hall	2,272,948	8/24/99	USA	Class 20, furniture	Registered; Declaration of Use due 8/24/05; Renewal due 8/24/09	✓
Compass Point	75/698,735	5/5/99	USA	Class 20, furniture, namely wicker household furniture	Pending; 2 <sup>nd</sup> Extension Request to File Statement of Use filed on 7/11/01	✓
De Cristofaro	1887939	4/4/95	USA	Class 20, furniture	Registered; Declaration of Use due 4/4/01; Renewal due 4/4/05 <sup>3</sup>	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henedon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

## K&amp;E Revised Trademark List

3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Dixie	1,826,942	3/15/94	USA	Class 20, furniture	Registered; Renewal due 3/15/04 - Cancelled 4/28/01 under § 8	√
Going Home	2,127,729	1/6/98	USA	Class 20, furniture	Registered; Declaration of Use due 1/6/04; Renewal due 1/6/08 <sup>2</sup>	√
Haley & Carter	76/305,717	8/28/01	USA	Class 20, furniture	Pending	
Henry Link	2,209,560	12/8/98	USA	Class 20, furniture	Registered; Declaration of Use due 12/9/04; Renewal due 12/8/08	√
Henry Link Trading Co. and Design	76/219,874	3/5/01	USA	Class 20, furniture	Pending	√
Henry Link Trading Company	76/207,903	2/9/01	USA	Class 20, furniture	Pending; 9/12/01 Response to Office Action filed	√
Hickorycraft <sup>1</sup>	1,299,533	10/9/84	USA	Class 20, upholstered household and office furniture	Registered; Declaration of Use due 3/14/90; Renewal due 10/9/04 <sup>1, 2, 3</sup>	√
Imaginations	1,724,655	10/13/92	USA	Class 20, furniture	Registered; Declaration of Use accepted 9/28/88; Renewal due 10/13/02 <sup>3</sup>	√
Comfort Lux	76/336,543	11/9/01	USA	Class 21, seating cushions for furniture	Pending	√
Kid's Retreat	1,933,805	11/7/95	USA	Class 20, furniture	Registered; Declaration of Use due 11/7/01; Accepted 3/23/01; Renewal due 11/7/05 <sup>3</sup>	√
Laurel Valley	2110112	2/28/01	European Community	Class 20, furniture	Pending; Published for Opposition on 9/17/01	√

TRADEMARK

REEL: 002509 FRAME: 0622

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henedon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berline Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

K&E Revised Trademark List  
3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Laurel Valley	2001016947	2/27/01	Japan	Class 20, furniture, cushions, Japanese cushions, pillows, mattresses, rattan blinds, bead curtains for decoration, single leaf screens, folding screens, benches	Pending	✓
Laurel Valley	20010007313	2/27/01	Korea	Class 20, furniture, namely, beds, headboards, mirrors, dressers, hutches, chests, commodes, buffets, sideboards, tables, chairs and bookcases	Pending	
Laurel Valley	473,401	2/28/01	Mexico	Class 20, furniture	Pending	
Laurel Valley	113115	3/1/01	Panama	Class 20, furniture	Pending	
Laurel Valley	T0102686E	2/28/01	Singapore	Class 20, furniture	Pending	
Laurel Valley	90023020	6/7/01	Taiwan	Class 20, furniture	Pending	
Laurel Valley	447160	2/28/01	Thailand	Class 20, hutches/boxes, tables, chairs, beds, chests/dressers, bookcases, cupboards and refreshment counters, sideboards and mirrors	Pending	
Laurel Valley	76/118,146	8/28/00	USA	Class 20, furniture	Notice of Allowance issued 5/16/01	✓
Laurn Olivia	2,462,866	6/19/01	USA	Class 20, children's furniture	Registered; Renewal due 6/19/11	✓
Lexington	4434852	11/24/00	Japan	Class 20, furniture	Registered; Renewal due 11/24/10	✓
Lexington	1,504,866	9/20/88	USA	Class 20, bedroom, dining room, living room, occasional and upholstered furniture	Registered; Declaration of Use accepted 2/13/94; Renewal due 9/20/08 <sup>3</sup>	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berkshire Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

K&E Revised Trademark List  
3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington	75/881,365	12/27/99	USA	Class 6, art objects made of metal, namely, decorative finials  Class 11, residential and commercial lighting, namely, table and floor lamps, chandeliers, ceiling and wall lights, hanging lamps, and lamp shades  Class 20, mirrors, namely, furniture mirrors and cheval mirrors, resin and plastic figurines, decorative art objects, namely, metal table display easels and picture frames  Class 21, decorative accessories, namely, porcelain and glass figurines, non-metal decorative bells, vases, urns, planters and jars made of wood, glass, crystal, porcelain, ceramics or terra cotta, candle sticks and candleholders not made of precious metal  Class 20, colonial, laminated-plastic covered or wood vanity	Notice of Allowance issued 8/28/01	✓
Lexington	831,030	6/27/67	USA	Class 20, colonial, laminated-plastic covered or wood vanity	Registered; Renewed 7/15/87; Renewal due 6/27/07 <sup>3</sup>	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

TRADEMARK

REEL: 002509 FRAME: 0624

K&E Revised Trademark List  
3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington Casual	75/698,736	5/5/99	USA	Class 20, furniture	Suspended on 5/3/00 pending disposition of 75/616,739	√
Lexington Destination	1,065,180	6/28/00	Canada	Furniture gallery programs; retail furniture store services	Pending	√
Lexington Destination	677,492	10/31/00	Mexico	Class 20, furniture	Registered; Renewal due 9/8/10	
Lexington Destination	677,491	10/31/00	Mexico	Class 42, retail furniture store services	Registered; Renewal due 9/8/10	
Lexington Destination	75/941,822	3/9/00	USA	Class 20, furniture	Pending; Response to Office Action filed 9/6/01	√
Lexington Furniture Industries & Design	1,267,164	2/14/84	USA	Class 35, retail furniture store services and retail store product merchandising display services featuring dedicated space for a single brand Class 20, bedroom and dining room furniture and occasional pieces, namely, tables, chests, stereo centers, benches and etageres for use outside of the bedroom and dining room areas	Registered; Declaration of Use accepted 7/5/84; Renewal due 2/14/04 <sup>3</sup>	√

TRADEMARK

REEL: 002509 FRAME: 0625

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berkeley Corporation, **Lexington Furniture Industries, Inc.**, Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

K&E Revised Trademark List

3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington Furniture Industries	1,576,409	1/9/90	USA	Class 20, living room, dining room, bedroom and occasional furniture, upholstered and unupholstered, made of wood, wicker, or a combination of wicker and wood, namely, beds, dressers, chests, mirrors, tables, baby cribs, cabinets, buffets, hutches, servers, party sets, chairs, benches, etageres, wall units, bars, entertainment centers, desks, bookcases, sofas, love seats, ottomans, sleeper sofas, rocking chairs and recliners	Registered; Renewal due 1/9/10 Declaration of Use accepted Renewed 9/19/00 <sup>3</sup>	√
Lexington Home Brands		6/28/00	Australia		Pending	
Lexington Home Brands	1,065,184	6/28/00	Canada	Furniture gallery programs; retail furniture stores services	Pending	√
Lexington Home Brands	2000120493	8/10/00	China	Class 20, furniture	Pending; Published for opposition 7/14/01	
Lexington Home Brands	2000120494	8/10/00	China	Class 35, retail furniture store services	Pending	
Lexington Home Brands	1841188	9/6/00	European Community CTM	Class 20; furniture, gallery programs	Pending Published 1/14/02	√
Lexington Home Brands	2001-075905	8/22/01	Japan	Class 42; retail furniture store services Class 20, furniture	Pending	√

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

K&E Revised Trademark List  
3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington Home Brands	677,488	10/31/00	Mexico	Class 20, furniture	Registered; Renewal due 9/8/10	
Lexington Home Brands	677,487	10/31/00	Mexico	Class 42, retail furniture store services	Registered; Renewal due 9/8/10	
Lexington Home Brands	420000007656	6/29/00	Philippines		Pending	
Lexington Home Brands	75/940,771	3/9/00	USA	Class 20, furniture	Pending; Response to Office Action filed 7/16/01	✓
Lexington Kids	76/075,280	6/21/00	USA	Class 20, children's furniture	Suspended pending disposition of 75/616,739	✓
Lexington Place	1,065,183	6/28/00	Canada	Furniture gallery programs; retail furniture store services	Pending	✓
Lexington Place	677,490	10/31/00	Mexico	Class 20, furniture	Registered; Renewal due 9/8/10	
Lexington Place	677,489	10/31/00	Mexico	Class 42, retail furniture store services	Registered; Renewal due 9/8/10	
Lexington Place	75/939,794	3/9/00	USA	Class 20, furniture	Pending; Response to Office Action filed 7/16/01 Published 2/26/02	✓
Lexington Space	1,065,182	6/28/00	Canada	Furniture gallery programs; retail furniture stores services	Pending	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklime Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Martro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

K&E Revised Trademark List  
3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
Lexington Space	675,198	10/20/00	Mexico	Class 20, furniture	Registered; Renewal due 9/8/10	
Lexington Space	675,197	10/20/00	Mexico	Class 42, retail furniture store services	Registered; Renewal due 9/8/10	
Lexington Space	75/939,795	3/9/00	USA	Class 20, furniture	Pending; Response to Office Action filed 9/6/01	✓
Lexuede	76/238,153	4/10/01	USA	Class 35, retail furniture store services and retail store product merchandising display services featuring dedicated space for a single brand	Pending; Response to Office Action filed 9/17/01	✓
LO and Design	76/148,235 2544477	10/17/00 3/5/02	USA	Class 24, upholstery fabrics for furniture	Registered Declaration of Use due 3/5/08 Renewal due 3/5/12 <sup>3</sup>	✓
Moistureguard	1,763,699	4/6/93	USA	Class 20, furniture	Registered; Declaration of use accepted 8/27/99; Renewal due 4/6/03 <sup>3</sup>	✓
Owen Street	76/305,796	8/28/01	USA	Class 20, furniture	Pending	✓
Pacific Overtures	1,947,643	1/9/96	USA	Class 20, furniture	Registered; Declaration of Use due 1/9/02; Renewal due 1/9/06 <sup>3</sup>	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklime Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.



K&E Revised Trademark List  
3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
PHC (Palmer Home Collection)	383,057	11/21/97	Korea	Class 26, furniture (wardrobes, buffets, beds, chairs, sofas, tables, dining room tables, book shelves, bookcases and cabinets)	Registered; Renewal due 11/21/07	
PHC The Palmer Home Collection	261,731	5/6/96	Mexico	Class 20, furniture	Pending	
PHC The Palmer Home Collection	2,052,202	1/16/96	United Kingdom	Class 20, furniture	Registered; Renewal due 1/16/06	✓
Pieces of Your Life	2,472,154	7/24/01	USA	Class 20, furniture	Registered; Declaration of Use due 7/24/07; Renewal due 7/24/11	✓
Seaside Retreat	2,300,390	12/14/99	USA	Class 20, furniture	Registered; Declaration of Use due 12/14/05; Renewal due 12/14/09	✓
Simple	76/083,179	7/5/00	USA	Class 20, furniture	Notice of Allowance issued 7/17/01	✓
Solgarden (Stylized)	2,480,481	8/21/01	USA	Class 20, furniture	Registered; Declaration of Use due 8/21/07; Renewal due 8/21/11	✓
Sophie's Attic	1,089,350	1/17/01	Canada	Furniture, namely, armoires, bookcases, chests of drawers, chests, consoles, desks, credenzas, mirrors, cabinets, sideboards, servers, buffets, hutches, tables, shelves, wine racks and bars	Pending	✓
Sophie's Attic	76/095,654 2538657	7/11/00 2/12/02	USA	Class 20, furniture	Registered; Declaration of Use due 2/12/08; Renewal due 2/12/12	✓

TRADEMARK

REEL: 002509 FRAME: 0629

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berklene Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

K&E Revised Trademark List  
3/18/02

Trademark	Registration/ Application No.	Registration/ Filing Date	Country	Goods	Status	Appears on Database
The Spirit of Home	76/111,391	8/17/00	USA	Class 20, furniture	Notice of Allowance issued 7/31/01; Abandoned 1/02 NOTE: SHOWN AS "PENDING" on database report	✓
The Spirit of Home	76/361578	2/22/02	USA	Printed materials including magalogs in the field of furniture and home furnishings	Pending	✓
Unique Familiarities	76/088,968	7/14/00	USA	Class 20, furniture	Notice of Allowance issued 12/25/01	✓
Villarey	2,199,079	10/20/98	USA	Class 20, furniture	Registered; Declaration of Use due 10/20/04; Renewal due 10/20/08	✓
Weatherguard	1,734,056	11/17/92	USA	Class 20, furniture	Registered; Declaration of Use accepted 9/14/95; Renewal due 11/17/02	✓
Wicker by Henry Link	1,555,788	9/12/89	USA	Class 20, bedroom, dining room occasional and upholstered furniture	Registered; Renewal due 9/12/09	✓
World of Bob Timberlake & Design [shown on database as "SIMBERLAKE"]	4,151,290	5/29/98	Japan	Class 20, furniture	Registered; Renewal due 5/29/08	✓

1. Merger and Change of Name dated 9/30/84 from original applicant Hickory Craft, Inc. into Hickorycraft, Inc. recorded 10/30/89, Reel 0676, Frame 989.
2. Merger dated 12/1/94 from Hickorycraft, Inc. into Lexington Furniture Industries, Inc. recorded 3/20/95, Reel 1309, Frame 201.
3. Security Agreement dated 8/5/96 from Lifestyle Furnishings International Ltd., Masco Home Furnishings Group, Inc., Lineage Home Furnishings, Inc., Robert Allen Fabrics, Inc., Drexel Heritage Furnishings, Inc., Intro Europe, Inc., Henredon Furniture Industries, Inc., Maitland-Smith Ltd. or Maitland-Smith, Inc., Berkshire Corporation, Lexington Furniture Industries, Inc., Universal Furniture Limited, Robert Allen Fabrics, Inc., LaBarge, Inc., Marbro Lamp Company, Lin-Taylor Corporation to The Chase Manhattan Bank recorded 9/6/96, Reel 1479, Frame 0682.

EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LICENSES

NONE

B- 1

EXHIBIT C  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that LEXINGTON FURNITURE INDUSTRIES, INC. ("Debtor"), having an office at 411 S. Salisbury, P.O. Box 1008, Lexington, North Carolina 27293-1008, hereby appoints and constitutes, CONGRESS FINANCIAL CORPORATION (FLORIDA), as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: April \_\_, 2002 LEXINGTON FURNITURE INDUSTRIES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

On the \_\_ day of April \_\_, 2002, before me personally came \_\_\_\_\_, to  
me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the  
\_\_\_\_\_ of LEXINGTON FURNITURE INDUSTRIES, INC., the corporation  
which executed the foregoing instrument and that he/she signed his/her name thereto by order of the  
board of directors of such corporation.

\_\_\_\_\_  
Notary Public