(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

09-16-2002

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

Tab settings ⇒⇒⇒ ▼ 10222	22089 🔻 🔻 🔻
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Wells Fargo Bank, N.A.	Name and address of receiving party(ies) Name: Wickes Furniture Company, Inc. Internal
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Othernational_banking_association	Address: Street Address: 351 West Dundee Road City: Wheeling State: IL Zip: 60090 Individual(s) citizenship Association
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment Security Agreement Other Release of Security Interest In Trademarks Execution Date: August 9, 2002	Limited Partnership Corporation-State Delaware
4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1902062 1915882 1884453 1111530
Additional number(s) at	tached 📮 Yes 🔀 No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Donna R. Gasiorowski Senior Legal Assistant to Internal Address: <u>Peter M. Spingola</u> KIRKLAND & ELLIS	7. Total fee (37 CFR 3.41)
Street Address: 200 East Randolph Drive	8. Deposit account number:
City: Chicago State: IL Zip: 60601	(Attach duplicate copy of this page if paying by deposit accounts)
	THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing inforr copy of the original document. Donna R. Gasiorowski Name of Person Signing	Date Plate
Total number of pages including on	are sheet attachments, and degument.

38233-35-B

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

Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/13/2002 DBYRNE 00000049 1902062

01 FC:481 02 FC:482 40.00 OP 75.00 OP

> TRADEMARK REEL: 2581 FRAME: 0816

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of August 9, 2002 ("Effective Date") by and between Wickes Furniture Company, Inc., a Delaware corporation ("Grantor"), and Wells Fargo Bank, N.A., as Collateral Agent, a national banking association ("Grantee").

WHEREAS, pursuant to the tenns and conditions of those certain Grants of Security Interest in United States Trademarks by and between Grantor and Grantee dated dated January 23, 1995 and January 30, 1995 (including any amendments thereto, collectively the "Trademark Security Agreement"), Grantor granted to Grantee a security interest in all of Grantor's right, title and interest in and to all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Grantor (collectively, the "Marks"), including, without limitation, the trademarks and trademark registrations set forth on Schedule A attached hereto, (ii) the goodwill of the businesses with which the Marks are associated, and (iii) all causes of action arising prior to or after the date of the Trademark Security Agreement for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Collateral").

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on January 23, 1995, at Reel 1282, Frame 0347 and on February 6, 1995, at Reel 1289, Frame 0367, for the Marks; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release. (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Collateral; (iii) it has not recorded or otherwise evidenced a security interest with respect to any trademark, trademark registration, trademark application, patent or patent application owned by Grantor, other than with respect to those items set forth on Schedule A (attached hereto), in any jurisdiction throughout the world; and hereto sets forth a complete and correct list of all of the filings made by or on behalf of Grantee to record or otherwise evidence any security interest it has against the Collateral in any jurisdiction throughout the world.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

> TRADEMARK **REEL: 2581 FRAME: 0817**

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK, N.A

STATE OF Celiforne) SS.

COUNTY OF

On this day of August, 2002 there appeared before me Mark Crold, personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of Wells Fargo Bank, N.A.

LAURA L. LAKEMACHER Commission # 1303922 Notary Public - California San Francisco County My Comm. Expires Jun 5, 2005

Wells Faryo-Wickes.SecurityRelease1.doc

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SCHEDULE A

U.S. Registered Trademarks

DESIGN ONLY	1902062
	6/27/95
FINE FURNITURE, WAREHOUSE PRICES	1884453
	3/14/95
DESIGNS OF THE TIMES	1915882
	8/29/95
WICKES	1111530
	1/16/79

 $FootHills\hbox{-}Wickes. Security Release. doc$

RECORDED: 09/09/2002

TRADEMARK REEL: 2581 FRAME: 0819