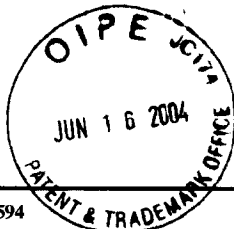


6/16/04



06-21-2004



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

REI 1

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

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

<p>1. Name of conveying party(ies): The Diller Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Illinois <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: Wells Fargo Foothill, Inc., as Collateral Agent Internal Address: _____ Address: _____ Street Address: 130 Liberty Street City: Santa Monica State: CA Zip: 90404</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State California <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: June 10, 2004</p>			
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 0829337</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lauren Bernstein, Esq. Internal Address: Kaye Scholer LLP _____ _____ Street Address: 425 Park Avenue _____ _____ City: New York State: NY Zip: 10022</p>		<p>6. Total number of applications and registrations involved: 63</p> <p>7. Total fee (37 CFR 3.41).....\$ 1,590.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>	
DO NOT USE THIS SPACE			
<p>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.</p> <p>Johanne R. Rémy Name of Person Signing</p>		<p><i>J.R.R.</i> Signature</p> <p>6/16/04 Date</p>	

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

40-40 DP 1590-40 DP 06/18/2004 LNIELLER 00000158 0829337

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ANVIL F DEVICE	72/234557	12/14/1965	0829337	05/30/1967
ANVIL F DEVICE	74/091176	08/27/1990	1661726	10/22/1991
ANVIL F DEVICE	74/091198	08/27/1990	1649494	07/02/1991
ANVIL F DEVICE	74/091192	08/27/1990	1659772	10/06/1991
ANVIL F DEVICE	74/091194	08/27/1990	1705017	05/12/1992
AUTHENTIX COLLECTION	78/103778	01/20/2002	2826349	03/23/2004
AUTHENTIX COLLECTION	78/240911	04/23/2003	(PENDING)	(PENDING)
AUTHENTIX COLLECTION	78/240909	04/23/2003	(PENDING)	(PENDING)
AUTHENTIX COLLECTION	78/240907	04/23/2003	(PENDING)	(PENDING)
AUTHENTIX METAL COLLECTION	78/268612	06/30/2003	(PENDING)	(PENDING)
AUTHENTIX METAL COLLECTION	78/268652	06/30/2003	(PENDING)	(PENDING)
AUTHENTIX METAL COLLECTION	78/268609	06/30/2003	(PENDING)	(PENDING)
AUTHENTIX WOOD COLLECTION	78/268644	06/30/2003	(PENDING)	(PENDING)
AUTHENTIX WOOD COLLECTION	78/268646	06/30/2003	(PENDING)	(PENDING)
AUTHENTIX WOOD COLLECTION	78/268650	06/30/2003	(PENDING)	(PENDING)
AUTHENTIX WOOD COLLECTION	78/268657	06/30/2003	(PENDING)	(PENDING)
CHEMTOP	75/204978	08/25/1998	2184872	08/25/1998
CHEMTOP	75/205100	11/27/1996	2239354	04/13/1999
CHEMTOP	75/205396	11/27/1996	2241822	04/27/1999

COLORCORE	73/379892	08/13/1982	1251659	09/20/1983
COREX	73/516438	01/07/1985	1351692	07/30/1985
DECOMETAL	74/490281	02/11/1994	1980047	06/11/1996
DECOMETAL	74/490280	02/11/1994	1951832	01/23/1996
DECOMETAL	74/490287	02/11/1994	1936022	11/14/1995
FORMATIONS	74/082217	07/26/1990	1701109	07/14/1992
FORMICA	72/078278	07/23/1959	0698357	05/31/1960
FORMICA	71/486714	08/04/1945	0421496	06/04/1946
FORMICA	74/091195	08/27/1990	1654319	08/20/1991
FORMICA	74/091193	07/27/1990	1648159	06/18/1991
FORMICA	74/091196	08/27/1990	1660841	10/15/1991
FORMICA	74/091197	08/27/1990	1705018	08/04/1992
FORMICA AND ANVIL F DEVICE	73/140941	09/12/1977	1098443	08/08/1978
FORMICA AND ANVIL F DEVICE	74/091199	08/27/1990	1654320	08/20/1991
FORMICA AND ANVIL F DEVICE	74/091212	08/27/1990	1650161	07/09/1991
FORMICA AND ANVIL F DEVICE	74/091211	08/27/1990	1660842	10/15/1991
FORMICA AND ANVIL F DEVICE	74/091210	08/27/1990	1705019	08/04/1992
FORMICA LIGNA	74/555202	07/29/1994	1965054	04/02/1996
FORMICA LIGNA	74/556154	07/29/1994	1994433	08/20/1996
FORMICA LIGNA	74/555201	07/29/1994	1965053	04/02/1996
FOUNTAINHEAD	75/406618	12/17/1997	2233874	03/23/1999
HOMAPAL	73/493716	08/06/1984	1375849	12/17/1985
HOMAPAL	73/390517	09/27/1982	1264258	01/17/1984
INNOVATION	75/246266	02/24/1997	2219529	01/19/1999
INNOVATION	75/246427	02/24/1997	2219530	01/19/1999
INNOVATION	75/246670	02/24/1997	2492860	09/25/2001

LOCK & DROP (FLOORING)	78/191603	12/15/2002	(PENDING)	(PENDING)
LOCK & DROP (FLOORING)	78/191598	12/05/2002	2811881	02/03/2004
NUVEL	74/422984	08/06/1993	1845598	07/19/1994
REFRACTIONS	74/422988	08/08/1993	1842947	07/05/1994
REFRACTIONS	74/422987	08/06/1993	1829431	04/05/1994
REVOLUTION	74/485632	02/02/1994	1880630	02/28/1995
REVOLUTION	74/485633	02/02/1994	1876668	01/31/1995
RHINOCORE	75/788930	08/31/1999	(PENDING)	(PENDING)
SOLIDZ	78/156871	08/22/2002	2724397	06/10/2003
SOLIDZ	78/156883	08/22/2002	2724399	06/10/2003
SOLIDZ	78/156886	08/22/2002	2797566	12/23/2003
SURELL	74/007461	12/04/1989	1634814	02/12/1991
SURELL	74/007422	12/04/1989	1637615	03/12/1991
SURELL	74/007423	12/04/1989	1627164	12/11/1990
SURELL	75/253819	03/07/1997	2147574	03/31/1998
THE INTERNATIONAL COLLECTION	73/338125	11/20/1981	1342629	06/18/1985
ACCULOCK	76/268354	06/07/2001	2716379	05/13/2003
ACCULOCK	76/268465	06/06/2001	2716380	05/13/2003

SECURITY AGREEMENT¹

(TRADEMARKS)

WHEREAS, The Diller Corporation, an Illinois corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to **Wells Fargo Foothill, Inc.**, as the Collateral Agent (as defined in the Credit Agreement and referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of June 10, 2004 (the "Security Agreement," capitalized terms defined therein being used herein as therein defined) among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 2450 Colorado Avenue, Suite 3000 West, Santa Monica, CA 90404, Attention: Edward Stearns. Fax: 310-453-7470..

¹ Note that when this Security Agreement is sent to the Patent and Trademark Office for recordation, it must be accompanied by an official PTO cover sheet; otherwise, it will be rejected by the PTO.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10 day of June, 2004.

THE DILLER CORPORATION

By: 
Name: EARL M. BENNETT
Title: SENIOR VICE PRESIDENT

Security Agreement (Trademarks) Signature Page

Doc #30889675.WPD

TRADEMARK
REEL: 002988 FRAME: 0368

SCHEDULE A

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