

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C. R. Gibson, Inc.		08/08/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2689479	ARTWORKS	
Registration Number:	2807940	CREATIVE PAPERS BY C.R. GIBSON	
Serial Number:	78825404	STEPPING STONES	
Serial Number:	78564694	TAPESTRY BY C.R. GIBSON	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-523-5300		
Email:	sls@phrd.com		
Correspondent Name:	Steven L. Schaaf, Paralegal		
Address Line 1:	285 Peachtree Center Avenue, N.E.		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	1809.31		

CH \$115.00 2689479

NAME OF SUBMITTER:	Douglas A. Nail
Signature:	/DAN/
Date:	08/23/2006
Total Attachments: 4 source=_0823112446_001#page1.tif source=_0823112446_001#page2.tif source=_0823112446_001#page3.tif source=_0823112446_001#page4.tif	

August 8, 2006

Bank of America, N.A.
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Re: First Amendment to Trademark Security Agreement

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Conditional Assignment and Trademark Security Agreement between C. R. Gibson, Inc., a Georgia corporation ("Borrower"), and Bank of America, N.A. ("Lender"), dated July 27, 2004 (as at any time amended, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Second Amended and Restated Credit Agreement dated as of May 26, 2006 ("Credit Agreement"), among Lender, Borrower and Burnes Home Accents, LLC (f/k/a Burnes of Boston, LLC).

Pursuant to Section 2 of the Trademark Security Agreement, Borrower is obligated to give notice to Lender whenever Borrower obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application.

Borrower acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Schedule A-1. Lender and Borrower agree to amend the Trademark Security Agreement to include the Trademarks listed on Schedule A-1 as provided below.

Schedule A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Schedule A-1 attached hereto. Lender is hereby authorized to attach a copy of Schedule A-1 to the Trademark Security Agreement as a supplement to Schedule A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Borrower's expense.

To secure the prompt payment and performance to Lender of all of the Obligations and all of Borrower's indebtedness, obligations and liabilities under the Credit Agreement, Borrower hereby grants and regrants to Lender, for the benefit of itself and Lenders, a continuing security interest in and lien upon all of Borrower's world-wide right, title and interest in, to all of the Company's trademarks and their respective registrations and applications for registration, including, without limitation, each trademark and trademark application listed on Schedule A-1 (the "Additional Trademark Collateral"), together with the goodwill of Borrower's business symbolized by the trademarks, all licenses relating thereto and all proceeds thereof (such as, by way of example,

license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds and other rights are collectively referred to herein as the "Trademarks");

Borrower hereby covenants and warrants to Lender:

(a) that it is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that, to Borrower's knowledge, the validity of the Additional Trademark Collateral has never been questioned; and

(d) that Borrower has not entered into any contract or made any commitment that will or may impair Lender's rights hereunder.

Borrower agrees to take such further actions as Lender shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by Borrower and acceptance by Lender in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank]

If the terms of this letter agreement are acceptable to Lender , please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

C. R. GIBSON, INC.

By: Allison Jackson
Allison Jackson, Chief Financial Officer

Accepted and agreed to this
8th day of August, 2006:

BANK OF AMERICA, N.A.

By: Walter J. Jackson
Title: Sr. Vice President

SCHEDULE A-1

United States Trademarks

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
ARTWORKS	78/087637	10/9/01	2689479	2/18/03
CREATIVE PAPERS BY C.R. GIBSON & design	76/434188	7/25/02	2807940	1/27/04

United States Trademark Applications

<u>Trademark/Service Mark</u>	<u>Serial No.</u>	<u>File Date</u>
STEPPING STONES	78/825404	2/28/06
TAPESTRY BY C.R. GIBSON	78/564694	2/10/05