

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
Pulaski Furniture Corporation		09/01/2006	CORPORATION: VIRGINIA
Woodstuff Manufacturing, Inc.		09/01/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dymas Funding Company, LLC, as Agent
Street Address:	One North Franklin Street, Suite 3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78729205	ACCENTRICS
Serial Number:	78729250	HERCULOCK
Serial Number:	78719532	PULASKI FURNITURE CORPORATION
Serial Number:	78857771	SLF
Serial Number:	78857740	SLF. SAMUEL LAWRENCE FURNITURE
Serial Number:	78857642	SLF SAMUEL LAWRENCE FURNITURE
Serial Number:	78960826	CREATIONS
Serial Number:	78960850	CREATIONS GIVE THEM THE MOON AND THE STARS
Registration Number:	1088761	KEEPSAKES
Registration Number:	2244622	MAXIMUM
Registration Number:	2094487	PFC
Registration Number:	1785561	221 BAKER STREET BY PULASKI
Registration Number:	2136998	VILLE FRANCHE

OP \$365.00 78729205

Registration Number:	2061208	SAMUEL LAWRENCE
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CORRESPONDENCE DATA

Fax Number: (312)863-7496
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128637194
Email: sonya.szot@goldbergkohn.com
Correspondent Name: Sonya Szot
Address Line 1: 55 E. Monroe Street, Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5859.013
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NAME OF SUBMITTER:	Sonya Szot
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Signature:	/Sonya Szot/
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Date:	09/06/2006
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Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made as of the 1st day of September, 2006, between **DYMAS FUNDING COMPANY, LLC**, a Delaware limited liability company having an office at One North Franklin Street, Suite 3500, Chicago, Illinois 60606, in its capacity as administrative agent for itself and Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent"), and each entity signatory hereto as a "Company".

Recitals:

Each Company desires to obtain loans and other financial accommodations from certain financial institutions (collectively, "Lenders") that are parties from time to time to that certain Financing and Security Agreement dated on or about the date hereof by and among the Companies, the other borrowers named therein, Agent and Lenders (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement").

Lenders are willing to make loans to the Companies pursuant to the terms of the Loan Agreement, provided that each Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, each Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Obligations, each Company hereby pledges, assigns and grants to Agent, for its benefit and the ratable benefit of Lenders, a continuing security interest in and lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the each Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Agent, for its benefit and the benefit of Lenders that:

(a) each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against such Company and all third Persons in accordance with its terms;

(c) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) each of the Trademarks is valid and enforceable; and

(f) such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons.

4. Each Company covenants and agrees with Agent, for its benefit and the benefit of Lenders that:

(a) such Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of such Company; and

(b) such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor, unless no Event of Default exists or would result from the cessation of use of such Trademark and such Company determines in good faith that the continued use of such Trademark is not necessary in the Ordinary Course of Business of such Company.

5. Each Company hereby authorizes Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents, but at their own expense, unless a Default or Event of Default exists), as often as may be reasonably requested, but only during normal business hours and (except when a Default or Event of Default exists) upon reasonable prior notice to such Company, to visit such Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Such Company shall do any and all acts required by Agent to ensure such Company's compliance with paragraph 4(b) of this Agreement.

6. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of such Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, and no Company shall become a party to any agreement with any Person that is inconsistent with such Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full and the Loan Agreement has been terminated, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Agent prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the ratable benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that seven (7) days' written notice to a Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale

or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Companies. If any deficiency shall arise, each Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

10. Each Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Companies, without representation, warranty or recourse and at the Companies' expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Companies (it being the intent of the Companies and Agent that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

13. Each Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. Each Company

shall prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Loan Agreement terminated, make federal application on registrable but unregistered Trademarks, file and prosecute opposition and cancellation proceedings, file and prosecute lawsuits to enforce the Trademarks and do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks, unless no Event of Default exists or would result from the cessation of use of such Trademarks and the applicable Company determines in good faith that the continued use of such Trademarks is not necessary in the Ordinary Course of Business of such Company. Any expenses incurred in connection with such applications or proceedings shall be borne by the Companies. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark, unless no Event of Default exists or would result from such abandonment and the applicable Company determines in good faith that such trademark application or trademark is not necessary in the Ordinary Course of Business of such Company.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, if an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events each Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and each Company shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14.

15. If any Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in such Company's name or in Agent's name, in Agent's sole discretion, but at the Companies' expense, and each Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Companies and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and of each Lender and upon the successors of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. Each Company hereby waives notice of Agent's acceptance hereof.

22. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

23. EACH COMPANY, AGENT AND EACH LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR THE TRADEMARK COLLATERAL OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH COMPANY CERTIFIES THAT NO OFFICER, REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR ANY LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. EACH COMPANY HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR AGENT AND THE LENDERS ENTERING INTO THIS AGREEMENT.

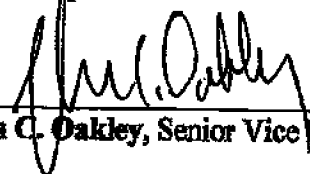
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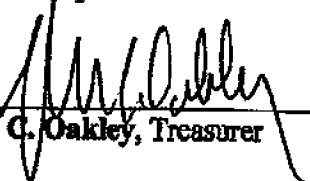
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

COMPANIES:

PULASKI FURNITURE CORPORATION,
a Virginia corporation

By 
John C. Oakley, Senior Vice President

WOODSTUFF MANUFACTURING, INC.,
a Delaware corporation

By 
John C. Oakley, Treasurer

ACCEPTED:

DYMAS FUNDING COMPANY, LLC,
as Agent

By: Dymas Capital Management Company,
LLC, its manager

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

COMPANIES:

PULASKI FURNITURE CORPORATION,
a Virginia corporation

By _____
John C. Oakley, Senior Vice President

WOODSTUFF MANUFACTURING, INC.,
a Delaware corporation

By _____
John C. Oakley, Treasurer

ACCEPTED:

DYMAS FUNDING COMPANY, LLC,
as Agent

By: Dymas Capital Management Company,
LLC, its manager

By 
Its **ANDREW D. MAREK**
MANAGING DIRECTOR

EXHIBIT A
TRADEMARKS

<u>Applicable Company</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pulaski Furniture Corporation ("PFC")	Keepsakes	United States	1,088,761	April 4, 1978
PFC	Maximum	United States	2,244,622	May 11, 1999
PFC	PFC (logo)	United States	2,094,487	September 9, 1997
PFC	221 Baker Street by Pulaski	United States	1,785,561	August 3, 1993
PFC	Ville Franche	United States	2,136,998	February 17, 1998
Woodstuff Manufacturing, Inc. ("WMI")	Samuel Lawrence	United States	2,061,08	May 13, 1997

TRADEMARK APPLICATIONS

<u>Applicable Company</u>	<u>Serial/Registration No.</u>	<u>Mark</u>
PFC	78/729205	Accentrics
PFC	78/729250	Herculock
PFC	78/719532	Pulaski Furniture Corporation
WMI	78/857771	SLF
WMI	78/857740	SLF. Samuel Lawrence Furniture (and design)
WMI	78/857642	SLF Samuel Lawrence Furniture (and design in color)
WMI	78/960826	Creations
WMI	78/960850	Creations