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08-31-2006



2006 AUG 28 PM 2: 58

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To the Director of the U. S. Patent a

Documents for the new address(es) below.

**1. Name of conveying party(ies):**

Brook Furniture Rental, Inc.  
RWC Leasing Corp.

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) August 10, 2006

- Assignment
- Security Agreement
- Other Ack of Intel. Prop. Collateral Lien
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CapitalSource Finance LLC

Internal

Address: Attn: Andy Benson

Street Address: 4445 Willard Ave., 12th Floor

City: Chevy Chase

State: Maryland

Country: USA Zip: 20815

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
N/A

B. Trademark Registration No.(s)  
2,515,719; 1,672,921; 1,652,964

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Lois S. LeBar, Analyst

Internal Address: c/o Morgan, Lewis & Bockius LLP

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California Zip: 90071-3132

Phone Number: 213.612.7331

Fax Number: 213.612.2501

Email Address: lebar@morganlewis.com

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

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

August 17, 2006

Date

00000054 2515719

Lois S. LeBar

of Person Signing

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

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/29/2006 0BYRNE

01 FC:8521  
02 FC:8522

40-00 HP  
50-00 HP

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this “**Acknowledgement**”) is dated as of August 10, 2006, by and among the Grantors listed on the signature pages hereto (individually, a “**Grantor**”, and collectively, the “**Grantors**”), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent for the Lenders under the Loan and Security Agreement described below (in such capacity, the “**Secured Party**”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof among the Grantors, the other Credit Parties named therein (if any), the Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the “**Loan and Security Agreement**”), the Lenders have agreed to provide a Term Loan to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan and Security Agreement, each of the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral (defined therein) to secure its respective Obligations under the Loan and Security Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement the Grantors are required to execute and deliver this Acknowledgment in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make the Term Loan to the Grantors, each Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan and Security Agreement and, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect from time to time. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the

Obligations, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a Lien upon all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined below), and further reaffirms its collateral assignment, conveyance, mortgage, pledge, hypothecation and transfer to Secured Party, for itself and the benefit of the Lenders, of a lien on and security interest in all of its right, title and interest in, to and under the following, whether now existing or hereafter acquired (herein referred to as “**Intellectual Property Collateral**”):

- (i) all of its owned Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (ii) all of its owned Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (iii) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (iv) all renewals, reissues, continuations or extensions of the foregoing;
- (v) all goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark License, Patent and Patent License, Copyright and Copyright License; and
- (vi) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present, future (a) infringement or dilution of any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License or (b) injury to the goodwill associated with any Trademark, Trademark licensed under any Trademark License, Patent or Patent licensed under any Patent License, Copyright or Copyright licensed under any Copyright License.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral reaffirmed herein are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan and Security Agreement, the terms and conditions of the Loan and Security Agreement shall govern.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BROOK FURNITURE RENTAL, INC.**

By: *Louis Spillone, Jr.*  
Name: Louis Spillone, Jr.  
Title: Vice President & CFO

**RWC LEASING CORP.**

By: *Louis Spillone, Jr.*  
Name: Louis Spillone, Jr.  
Title: Vice President & CFO

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC,**  
as Secured Party

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF ILLINOIS

COUNTY OF Cook )  
 )

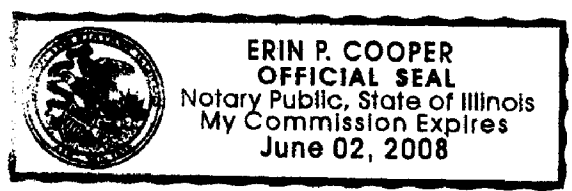
ss.

On AUG. 10, 2006 before me, ERIN COOPER, NOTARY PUBLIC  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared LOUIS SPILLONE, JR.  
Name of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]  
Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_

Title(s)

Title or Type of Document

- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Number of Pages

Date of Document

Signer is Representing:  
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized offer as of the date first set forth above.

**BROOK FURNITURE RENTAL, INC.**

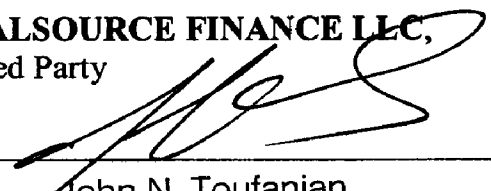
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RWC LEASING CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC,**  
as Secured Party

By:  \_\_\_\_\_  
Name: John N. Toufanian  
Title: Authorized Signatory

**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF MARYLAND )  
 ) SS.  
COUNTY OF MONTGOMERY )

On August 9, 2006, before me, Leanne Ladd, Notary Public,  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared John Toufanian,  
Name of Signer(s)

personally known to me – OR –  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Leanne Ladd*

Signature of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- Individual
- Corporate Officer

Title(s)

- Partner(s):  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:  
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

**Acknowledgement of Intellectual Property  
Collateral Lien**

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

*Acknowledgement of IP Collateral Lien  
CapitalSource— Brook*

LA/896339

**SCHEDULE I**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**  
**TRADEMARK REGISTRATIONS**

A. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademarks/ Service Marks</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No. (Serial No)</u>
Brook Furniture Rental, Inc.	Extreme Service...Today Tomorrow & Forever®			2,515,719
Brook Furniture Rental, Inc.	Brook Furniture Rental®			1,672,921

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

<u>Owner</u>	<u>Licensee</u>	<u>Trademarks/ Service Marks</u>	<u>Status</u>	<u>Registration No. (Serial No)</u>
StagedHomes.com, a division of Barb Incorporated	Brook Furniture Rental, Inc.	Stage®		1,652,964

License granted pursuant to an agreement between StagedHomes.com, a division of Barb Incorporated, a Washington corporation, and Brook Furniture Rental, Inc., dated May 8, 2002.



**SCHEDULE II**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**  
  
**PATENT REGISTRATIONS**

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.

**SCHEDULE III**  
**to**  
**ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN**  
  
**COPYRIGHT REGISTRATIONS**

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.