

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:
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway, NW		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	a national banking association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78729250	HERCULOCK	
Serial Number:	78729205	ACCENTRICS	
Serial Number:	78719532	PULASKI FURNITURE CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	myoung@phrd.com		
Correspondent Name:	Marcus Young		
Address Line 1:	285 Peachtree Center Avenue N.E.		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	52.368		
NAME OF SUBMITTER:	Bobbi Acord		

OP \$90.00 78729250

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TRADEMARK
REEL: 003392 FRAME: 0450

Signature:

/ba/

Date:

09/18/2006

Total Attachments: 5

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September 1, 2006

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

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Pulaski Furniture Corporation (the "Company") and Bank of America, N.A., as collateral and administrative agent ("Agent") for various financial institutions ("Lenders"), dated November 18, 2003, as recorded in the United States Patent and Trademark Office ("USPTO") on November 21, 2003, at Reel/Frame number 002750/0912 (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 Loan and Security Agreement dated November 18, 2003, among Agent, Lenders, the Company and the other borrowers named therein, as at any time amended.

Pursuant to Sections 7 and 8 of the Trademark Security Agreement, the Company is obligated to give notice to Agent whenever the Company obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Agent is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefor.

The Company acknowledges that it has obtained rights to the trademarks and trademark applications listed on the attached Exhibit A-1. Agent and the Company agree to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Exhibit A-1 as provided below.

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

To secure the prompt payment and performance to Agent and Lenders of all of the Obligations, the Company hereby grants and regrants to Agent, for its benefit and the ratable benefit of Lenders, a continuing security interest in and lien upon all of the Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A-1 attached hereto and made a part hereof, 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 or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

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

(c) all proceeds of the foregoing.

The Company hereby reaffirms each of its representations, warranties and covenants set forth in the Trademark Security Agreement, including, without limitation, Sections 3 and 4 thereof, with respect to the Additional Trademark Collateral as Trademarks and Trademark Collateral thereunder.

The Company agrees to take such further actions as Agent 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 the Company and acceptance by Agent 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.

Bank of America, N.A.
September 1, 2006
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If this letter is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

PULASKI FURNITURE CORPORATION

By: 

John C. Oakley, Senior Vice President

Accepted and agreed to as of
September 1, 2006:

BANK OF AMERICA, N.A., as Agent

By: _____
Title: _____

Bank of America, N.A.
September 1, 2006
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If this letter is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

PULASKI FURNITURE CORPORATION

By: _____
John C. Oakley, Senior Vice President

Accepted and agreed to as of
September 1, 2006:

BANK OF AMERICA, N.A., as Agent

By: *Forney G. McSwain*
Title: *Senior Vice President*

EXHIBIT A

TRADEMARK APPLICATIONS

<u>Applicable Company</u>	<u>Serial Number</u>	<u>Mark</u>
Pulaski Furniture Corporation (" <u>Pulaski</u> ")	78729250	Herculock
Pulaski	78729205	Accentrics
Pulaski	78719532	Pulaski Furniture Corporation

Exhibit A to Trademark Security Agreement

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