

**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
Tropitone Furniture Co., Inc.		10/24/2007	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	M&I Marshall & Ilsley Bank
Street Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	banking corporation: WISCONSIN

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1786776	TROPITONE
Registration Number:	1134660	TROPITONE
Registration Number:	1786777	TROPITONE
Registration Number:	1971509	BASTA SOLE
Registration Number:	3143229	STONWORKS
Registration Number:	3168485	TROPI-KAI
Serial Number:	78453648	TROPIKANE
Serial Number:	77181834	TROPITONE
Serial Number:	77181841	SILHOUETTE

**CORRESPONDENCE DATA**

Fax Number: (414)978-8675  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 414 277 5675  
 Email: msl@quarles.com  
 Correspondent Name: Marta S. Levine

CH \$240.00 1786776

Address Line 1: Quarles & Brady LLP  
Address Line 2: 411 East Wisconsin Avenue  
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	10/26/2007

Total Attachments: 8  
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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of October 24, 2007, by and from TROPITONE FURNITURE CO., INC. (the "Assignor"), a Florida corporation, whose principal address is 5 Marconi, Irvine, California 92718, to and in favor of M&I MARSHALL & ILSLEY BANK, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202, as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among TFC Merger Corporation to be merged with and into Tropitone Furniture Co., Inc., a Florida corporation (the "Borrower"), Assignee and the Lenders, as amended or amended and restated from time to time.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
  - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.
  - (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to

the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

**TROPITONE FURNITURE CO., INC.**

By: 

Name: JOHN H. UNDERWOOD


Title: VICE PRESIDENT AND SECRETARY

Signature Page to Confirmatory Assignment of Security Interest  
in United States Patents and Trademarks

**TRADEMARK**  
**REEL: 003647 FRAME: 0738**

STATE OF Illinois )  
 ) SS.  
Cook COUNTY )

John H. Underwood, known to me to be the  
Vice President and Secretary of **TROPITONE**  
**FURNITURE CO., INC.**, personally came before me this 24 day of October, 2007,  
and executed or acknowledged to me that he executed the foregoing Confirmatory  
Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on  
behalf of **TROPITONE FURNITURE CO., INC.** and pursuant to authority duly  
received.

(SEAL)  Norma L. Canales  
Notary Public, State of Illinois  
My Commission expires 10/05/2009

Notary Page to Confirmatory Assignment of Security Interest  
in United States Copyrights

TRADEMARK  
REEL: 003647 FRAME: 0739

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

[see attached list]

**Exhibit A**  
**TROPITONE FURNITURE CO., INC. - PATENTS AND DESIGNS**

<b>FILING DATE</b>	<b>APP. NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>TITLE</b>	<b>INVENTOR</b>	<b>ASSIGNEE</b>	<b>STATUS</b>
04-21-95	37879	D383616	09-16-97	CHAIR	John Caldwell	Tropitone	Issued
02-01-96	595547	5769500	06-23-98	FURNITURE AND METHOD OF ASSEMBLY	Richard Holbrook	Tropitone	Issued
06-30-00	29/126039	D459101	06-25-02	CHAIR	Robert Pluer	Tropitone	Issued
06-30-00	29/126040	D446660	08-21-01	CHAISE LOUNGE	Robert Pleur	Tropitone	Issued
07-16-02	29/164098	D489543	05-11-04	CHAIR	Peter Homestead	Tropitone	Issued
07-26-02	10/207682	6877443	04-12-05	KNOCK-DOWN TABLE	Richard Rivera, et al	Tropitone	Issued
12-13-02	10/319343	6752458	06-22-04	ROCKING CHAIR	Richard Rivera	Tropitone	Issued
12-29-03	10/747866	7175232	02-13-07	ROCKING CHAIR	Richard Rivera	Tropitone	Issued
04-12-05	11/104259			KNOCK-DOWN TABLE	Richard Rivera, et al	Tropitone	Published - 08-11-05
						Recordation Being Prepared	Pub. No. US 2005/017287 0

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<b>FILING DATE</b>	<b>APP. NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>TITLE</b>	<b>INVENTOR</b>	<b>ASSIGNEE</b>	<b>STATUS</b>
05-02-06	11/415765			KNOCK-DOWN TABLE	Richard Rivera, et al	Tropitone Recordation Being Prepared	Published - 09-07-06 Pub. No. US 2006/019639 6
07-11-06	29/262899			CHAIR	Peter Homestead	Tropitone	Pending
02-02-07	29/272183			CHAIR - OVATION	Fred Doughty	Tropitone	Pending

TROPITONE FURNITURE CO., INC.- U.S. TRADEMARKS

MARK	CLASS	APP. NO.	APP. DATE	REG. NO.	REG. DATE
TROPITONE	20	74/288,160	06/25/92	1,786,776	08/10/93
<b>tropitone</b>	20	73/178,824	07/19/78	1,134,660	05/06/80
<b>TROPITONE</b>	20	74/288,161	06/25/92	1,786,777	08/10/93
BASTA SOLE	18	74/697,425	07/03/95	1,971,509	04/30/96
STONEWORKS	20	78/489,518	09/24/04	3,143,229	09/12/06
TROPI-KAI	20	78/776,677	12/19/05	3,168,485	11/07/06
TROPIKANE	20	78/453,648	07/20/04	pending	
TROPITONE	18, 20	77/181,834	05/15/07	pending	
SILHOUETTE	18	77/181,841	05/15/07	pending	