

ms 7-27-99

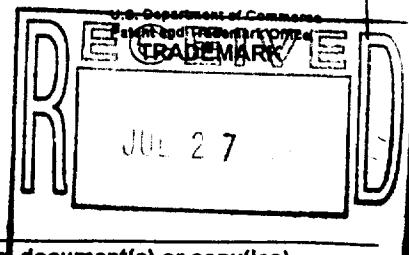
FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

08-03-1999



101107628

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
06/03/1999
- Merger
- Change of Name
- Other Termination and release of security interest

75428709

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Court Square Capital Limited

Formerly Citicorp Capital Investors, Ltd.

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Futorian Furnishings, Inc. f/k/a Furniture Comfort Corporation

DBA/AKA/TA f/k/a Mohasco Upholstered Furniture Corporation

Composed of \_\_\_\_\_

Address (line 1) 1201 North Orange Street

Address (line 2) Suite 790, One Commerce Center

Address (line 3) Wilmington

DE

19801

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/02/1999 NTHA11 00000294 040475 75428709

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 325.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jacqueline L. Pearlman

*Jacqueline L. Pearlman*

July 27, 1999

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 08/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**  
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**  
Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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679,602	<input type="text"/>	<input type="text"/>
1,799,386	<input type="text"/>	<input type="text"/>
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## **TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN PATENTS, TRADEMARKS AND COPYRIGHTS**

WHEREAS Futorian Furnishings, Inc. (formerly known as Furniture Comfort Corporation which in turn was formerly known as Mohasco Upholstered Furniture Corporation) ("Futorian") and various other third parties (collectively, the "Other Debtors") entered into a Credit Agreement, dated September 22, 1989 (the "Credit Agreement") with Court Square Capital Limited (formerly known as Citicorp Capital Investors, Ltd.) ("Court Square");

WHEREAS in connection with the Credit Agreement, Futorian and the Other Debtors entered into a Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights, and Licenses, dated September 22, 1989 (the "Continuing Security Interest"), pursuant to which they granted Court Square a continuing security interest (the "Security Interest") in various intellectual property assets, including certain Patents, Trademarks (and associated goodwill), Copyrights and Licenses (as such terms are defined in the Continuing Security Interest) owned by Futorian (collectively, the "Futorian Intellectual Property Assets");

WHEREAS, the Continuing Security Interest was recorded in the U.S. Patent and Trademark Office at Reel No. 0673 and Frame No. 0118 et. seq. and then again subsequently at Reel No. 0727 and Frame No. 0555 et seq.;

AND WHEREAS, Court Square desires to release the Security Interest as to all of the Futorian Intellectual Property Assets that are used in connection with the Stratford Division of Futorian (collectively, the "Stratford Division Intellectual Property Assets");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to legally bound, Court Square hereby releases and terminates the Security Interest with respect to all of the Stratford Division Intellectual Property Assets, including, without limitation, the trademark registrations and applications listed in Schedule A (and all goodwill associated therewith), hereby waives and relinquishes all its rights, powers, privileges and remedies with respect to Futorian, and its successors and assigns under the Credit Agreement with respect to such Stratford Division Intellectual Property Assets, hereby assigns, transfers and sets over to Futorian, its successors and assigns any right, title or interest in or to such Stratford Division Intellectual Property Assets that Court Square may have acquired, and hereby releases Futorian, and its successors and assigns from all of Futorians's covenants, obligations, liabilities and warranties under the Credit Agreement with respect to such Stratford Division Intellectual Property Assets.

Nothing herein shall release, modify or alter Court Square's rights with respect to any Futorian Intellectual Property Assets other than the Stratford Division Intellectual Property Assets or any assets of any Other Debtors under the Credit Agreement or the Security Interest.

Dated: 6/3/99

COURT SQUARE CAPITAL LIMITED

By: [Signature]  
Name:  
Title:

STATE OF NY )  
COUNTY OF NY ) ss.

On the day of 6/3/1999, before me personally came M. Saleem Mugaddam to me known, who did depose and say that he/she is Vice President of COURT SQUARE CAPITAL LIMITED, the corporation described in the foregoing instrument and is authorized to execute the foregoing instrument on behalf of COURT SQUARE CAPITAL LIMITED.

[Signature: Helene Shavin]  
Notary Public

HELENE SHAVIN  
Notary Public, State of New York  
No. 41-4873402  
Qualified in Queens County  
Commission Expires October 6, 2000

Schedule A

Stratford Division Intellectual Property Assets – Trademark Registration and Applications

<b>Country</b>	<b>Mark</b>	<b>Status</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
U.S.	COMFORTECH	Registered	75/017,680	11/13/95	2,088,231	8/12/97
U.S.	STRATOLOUNGER SHIATSU	Registered	74/550,147	7/18/94	1,995,999	8/20/96
U.S.	STRATOPEDIC	Registered	74/214,301	10/21/91	1,720,321	9/29/92
U.S.	AVON	Registered	74/213,678	10/21/91	1,705,043	8/4/92
U.S.	STRATO-GLIDER	Registered	74/213,498	10/21/91	1,810,793	12/14/93
U.S.	FUTORIAN	Registered	74/008,240	12/6/89	1,609,119	8/7/90
U.S.	STRATOLOUNGER COMFORT CENTER	Registered	73/835,755	11/3/89	1,672,860	1/21/92
U.S.	COMFORT CENTER	Registered	73/835,746	10/31/89	1,610,222	8/14/90
U.S.	STRATFORD	Renewed	72/378,871	12/16/70	944,672	10/10/72
U.S.	STRATOROCKER	Renewed	72/167,249	4/22/63	772,816	7/7/64
U.S.	STRATO LOUNGER	Renewed	72/061,800	11/3/58	679,602	6/2/59
U.S.	STRESS-A-WAY	Registered	74/314,595	9/17/92	1,799,386	10/19/93
U.S.	Design only	Pending	75/498,520	6/9/98		
U.S.	FIN-A-PELLE	Pending	75/428,709	2/4/98		
Australia	STRATOLOUNGER	Registered	620737	1/18/94	620737	1/18/94
Australia	RELAX CENTER	Registered	620740	1/18/94	620740	1/18/94
Australia	COMFORT CENTER	Registered	620739	1/18/94	620739	1/18/94

Canada	STRATOLOUNGER	Registered	0303,193	3/3/67	160,625	1/17/69
Canada	STRATORESTER	Registered	0303,192	3/3/67	168,972	5/8/70
France	COMFORT CENTER	Registered	94 509105	3/2/94	94 509105	3/2/94
France	RELAX CENTER	Registered	94 509104	3/2/94	94 509104	3/2/94
France	STRATOLOUNGER	Registered	94 501983	1/18/94	94 501983	1/18/94
Germany	RELAX CENTER	Registered	39509448	3/2/95	39509448	1/8/97
Germany	STRATOLOUNGER	Registered	39509449	3/2/95	39509449	11/9/95
Israel	STRATOLOUNGER	Registered	90873	1/20/94	90873	3/4/97
Israel	COMFORT CENTER	Registered	90872	1/20/94	90872	1/3/95
Israel	RELAX CENTER	Registered	90871	1/20/94	90871	4/1/96
Italy	STRATOLOUNGER	Registered	94 457	1/20/94	692203	11/19/96
Italy	STRATOLOUNGER	Registered	85 40613	6/10/85	443149	9/3/86
Italy	COMFORT CENTER	Registered	94 459	1/20/94	692205	11/19/96
Italy	RELAX CENTER	Registered	94 458	1/20/94	692204	11/19/96