

02-18-2004

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Foothill Capital Corporation (now known as Wells Fargo Foothill, Inc.)

- Individual(s) Association General Partnership Limited Partnership Corporation-State California Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Caye Upholstery, LLC

Internal Address:

Street Address: 1201 W. Bankhead St.

City: New Albany State: MS Zip: 38652

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other limited liability company

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) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release of Security Agreement

Execution Date: 1/23/2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,705,043; 1,610,222; 2,088,231

Additional number(s) attached Yes No

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

Name: Todd W. Burkett

Internal Address: Leo & Brooks, LLC

Street Address: 200 Randolph Avenue

Suite 200

City: Huntsville State: AL Zip: 35801

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$490.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Todd W. Burkett

Name of Person Signing

Todd W. Burkett

Signature

February 10, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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01 FC:0521 02 FC:0522

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TRADEMARK REEL: 002914 FRAME: 0730

Recordation Form Cover Sheet  
Continuation Page

Section 2B continued:

Caye International Furnishings, LLC  
1201 W. Bankhead St.  
New Albany, MS 38652  
limited liability company

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Section 4B continued:

2,295,151  
1,609,119  
2,323,171  
0,944,672  
2,350,143  
0,679,602  
1,672,860  
1,995,999  
1,720,321  
0,772,816  
1,799,386  
2,188,390  
1,361,934  
2,046,511  
2,312,157  
1,989,213

**RELEASE OF SECURITY INTEREST AND REASSIGNMENT**

This release and reassignment made effective, as of the 23rd day of January, 2004, by and among Caye Upholstery, LLC, a Mississippi limited liability company ("Caye"), and Caye International Furnishings, LLC, a Mississippi limited liability company ("International," and together with Caye, are referred to hereinafter each individually as a "Borrower," and individually and collectively, jointly and severally, as "Borrowers"), and Caye Home Furnishings, LLC, a Delaware limited liability company ("Parent" together with the Borrowers, collectively, "Borrower Parties" and individually, "Borrower Party") and Wells Fargo Foothill, Inc. formerly known as Foothill Capital Corporation (hereafter ALender@), a California corporation, having an address, among other places, at 400 Northpark Town Center, 1000 Abernathy Road, Suite 1450, Atlanta, Georgia 30328.

WHEREAS, Borrower Parties assigned to Lender a security interest in an agreement which was recorded with the United States Patent and Trademark Office against the marks on Schedule I at Reel 002519, Frame 0199 on February 28, 2002 (hereafter Athe Trademark Security Agreement@); and

WHEREAS, the obligations underlying the security interest are no longer owed and Lender no longer has any further interest in such registered marks.

WHEREAS, Borrower Parties have performed all their respective obligations under the Trademark Security Agreement.

NOW, THEREFORE, Lender hereby releases any and all claims, liens, and other encumbrances arising under the Trademark Security Agreement and reassigns any and all rights conveyed thereunder, as if said agreement had never been entered into, to the applicable Borrower Party.

WELLS FARGO FOOTHILL, INC.

By: Victor Barwig  
Printed Name: Victor Barwig  
Title: Sr. Vice President

**ACKNOWLEDGMENT**

County of Fulton )  
State of Georgia )

This 23 day of January 2004, before me personally came the above-named individual and executed the foregoing assignment.

[Signature]  
Notary Public

My commission expires April 14, 2004

SCHEDULE I

PLEDGOR	COUNTRY	MARK	REGISTRATION NO.	REG. DATE
Caye International Furnishings, LLC	US	Belcraft	2188390	8/18/98
	US	Belcrest	1361934	9/24/85
	US	Carillon Collection	2046511	3/18/97
	US	La Hacienda Rustica	2312157	1/25/00
	US	Rooms By Design (w/design)	1989213	7/23/95
Caye Upholstery, LLC	US	Avon	1,705,043	8/4/92
	US	Comfort Center	1,610,222	8/14/90
	US	Comfortech	2,088,231	8/12/97
	US	Fin-A-Pelle	2,295,151	11/30/99
	US	Futorian	1,609,119	8/7/90
	US	(Stick figure design)	2323171	2/29/00
	US	Stratford	0,944,672	10/10/72
	US	Strato-Glide	2350143	5/16/00
	US	Stratolounger (stylized)	0,679,602	6/2/59
	US	Stratolounger Comfort Center	1,672,860	1/21/92
	US	Stratolounger Shiatsu	1,995,999	8/20/96
	US	Stratopedic	1,720,321	9/29/92
	US	Stratorocker	0,772,816	7/7/72
	US	Stress-A-Way	1,799,386	10/19/93

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