

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Burnes Home Accents, LLC		06/02/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	300 Galleria Parkway
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30339
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 68**

Property Type	Number	Word Mark
Registration Number:	683260	QUALITY PHOTO FRAMES HEIRLOOM
Registration Number:	917181	REGAL
Registration Number:	916304	IIC
Registration Number:	1057648	BURNES OF BOSTON
Registration Number:	1055591	BB
Registration Number:	1079906	TERRAGRAFICS
Registration Number:	1182018	INTERCRAFT
Registration Number:	1153176	THE FRAME PEOPLE
Registration Number:	1363411	RARE WOODS
Registration Number:	1398509	ELITE COLLECTION
Registration Number:	1448540	FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD
Registration Number:	1530885	RARE WOODS
Registration Number:	1508179	COUNTRY COLLECTIBLES

**OP \$1715.00 683260**

Registration Number:	1518876	EASYSTIK
Registration Number:	1549092	HOLSON
Registration Number:	1514574	AMERICAN COUNTRY
Registration Number:	1555784	LIFESTYLES
Registration Number:	1541577	ULTIMIZER
Registration Number:	1535342	ALLEGRO
Registration Number:	1580105	BLACK PEARL
Registration Number:	1549194	VICTORIAN TREASURES
Registration Number:	1589978	FASTAB
Registration Number:	1612966	CARR
Registration Number:	1648176	HERITAGE
Registration Number:	1648871	THE CONTINENTAL MATTED SERIES
Registration Number:	1645234	BB BURNES
Registration Number:	1750065	BURNES
Registration Number:	1673488	I
Registration Number:	1762894	OLD CRAFTSMAN
Registration Number:	1800750	DECOREL
Registration Number:	1835473	DAX
Registration Number:	1968927	CONNOISSEUR
Registration Number:	1896214	D DECOREL
Registration Number:	2164938	ESSENTIALS
Registration Number:	1966852	STATE STREET
Registration Number:	1966853	BURNES
Registration Number:	1967109	HOLSON BURNES
Registration Number:	2296802	DECOR ESSENTIALS
Registration Number:	2341833	CHARACTER CLIPS
Registration Number:	2333752	HOMEWORK
Registration Number:	2298913	MASTERCRAFT
Registration Number:	2300824	SILHOUETTES
Registration Number:	2247793	ROMANTIC OCCASIONS
Registration Number:	2343157	HOLSON DESIGN GALLERY
Registration Number:	2453839	STARDUST
Registration Number:	2364616	PORTABLES
Registration Number:	2560182	RADIANCE
Registration Number:	2851363	HEART & HOME

Registration Number:	2798591	PERENNIALS
Registration Number:	2988024	NAMEWORKS
Registration Number:	3077436	MAILABLE MOMENTS
Serial Number:	76412793	BURNES OF BOSTON
Serial Number:	76412795	BURNES OF BOSTON
Serial Number:	76412796	CONNOISSEUR
Serial Number:	76412797	CONNOISSEUR
Serial Number:	76412798	CONNOISSEUR
Serial Number:	76412799	CONNOISSEUR
Serial Number:	78185079	DAX
Serial Number:	78258292	INSTANT DECORATOR
Serial Number:	78308242	LEVEL-LINE
Serial Number:	78479354	LEVEL-LINE BEHIND
Serial Number:	78661461	BURNES OF BOSTON
Serial Number:	78661469	BURNES OF BOSTON
Serial Number:	78661481	BURNES OF BOSTON
Serial Number:	78706636	POSSIBILITIES
Serial Number:	78706637	CRAFT POSSIBILITIES
Serial Number:	78706639	IMAGINE. CREATE. CRAFT.
Serial Number:	78753836	POSSIBILITIES IMAGINE. CREATE. CRAFT.

**CORRESPONDENCE DATA**

Fax Number: (404)522-8409  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-523-5300  
Email: sls@phrd.com  
Correspondent Name: Steven L. Schaaf, Paralegal  
Address Line 1: 285 Peachtree Center Avenue, N.E.  
Address Line 2: Suite 1500  
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809.31
NAME OF SUBMITTER:	Douglas A. Nail
Signature:	/DAN/
Date:	03/06/2007

Total Attachments: 8

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## CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

**THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of June 2, 2006 by the Borrower referred to below in favor of the Lender (as such terms are defined below).

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of May 26, 2006 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among **BURNES HOME ACCENTS, LLC**, formerly known as Burnes of Boston, LLC (the "Borrower"), **C.R. GIBSON, INC.** ("CRG"), and **BANK OF AMERICA, N.A.** (the "Lender"), the Lender has agreed to make the Loans and cause the issuance of the Letters of Credit on behalf of the Borrower and CRG; and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement; and

WHEREAS, the Borrower will derive substantial benefits, both directly and indirectly, from the Loans; and

WHEREAS, in order to induce the Lender to enter into the Credit Agreement and to make the Loans, the Borrower has agreed to conditionally assign to the Lender certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Borrower hereby agrees with the Lender as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, the Borrower hereby grants to the Lender, a security interest in the Borrower's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, the Borrower shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in the Borrower's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of the Borrower which are confusingly similar to such mark, and the Borrower shall give to the Lender prompt written notice thereof. This Section 2 shall not apply to trademarks which are owned by others and

licensed to the Borrower. The Borrower shall perform all acts and execute all documents reasonably requested by the Lender at any time and from time to time to evidence, perfect, maintain, record and enforce the Lender's security interest in the Trademarks in the United States of America, including, without limitation, any trademarks falling under this Section 2.

3. Modification of Agreement.

The Borrower authorizes the Lender to modify this Agreement by amending Schedule A to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 1 or Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Borrower.

4. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Sections 1 and 2 hereof, if any Event of Default shall have occurred and be continuing, upon the election of the Lender, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Lender or its designee. The Borrower hereby irrevocably constitutes and appoints the Lender and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or the Lender's own name or the name of the Lender's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of the Borrower or the Lender, and to take any other actions deemed necessary by the Lender to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey, in any transaction authorized by the Credit Agreement or any other Loan Document, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Lender in its sole discretion, and such payments made by the Lender to become the obligations of the Borrower to the Lender, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Lender may, if any Event of Default shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to the Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the Credit Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Borrower at least ten (10)

days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released. The Borrower hereby agrees to execute any documents reasonably requested by the Lender in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, the Borrower shall have no right, title, or interest in or to any of the Trademarks and the Borrower shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Lender, or pursuant to the terms of the Loan Documents, deliver to the Lender all Goods bearing the Trademarks.

5. Termination of Agreement.

At such time as the Borrower shall completely satisfy all of the Obligations and the Commitments shall have been terminated, the Lender shall execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Borrower title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

6. Limitation of Liability and Indemnification.

The Borrower hereby releases the Lender from, and agrees to hold the, the Lender free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Lender's gross negligence or willful misconduct), and the Borrower agrees to indemnify the Lender from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

7. Waiver and Amendment.

(a) No course of dealing between the Borrower and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

8. Cumulative Rights.

All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or under the other Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

9. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability

shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

11. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

12. Choice of Law.

The validity, construction and enforcement of this Agreement and the determination of the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the internal laws in effect in the State of Georgia.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BURNES HOME ACCENTS, LLC**

By: Allison Jackson  
**Allison Jackson, Chief Financial Officer**



Schedule A

UNITED STATES TRADEMARKS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
QUALITY PHOTO FRAMES HEIRLOOM	72066066	01/19/1959	683260	08/11/1959
REGAL	72333572	07/25/1969	917181	07/27/1971
IIC	72349982	01/29/1970	916304	07/13/1971
BURNES OF BOSTON	73085802	05/03/1976	1057648	02/01/1977
BB	73085803	05/03/1976	1055591	01/04/1977
TERRAGRAFICS	73121800	04/06/1977	1079906	12/20/1977
INTERCRAFT	73198736	01/02/1979	1182018	12/15/1981
THE FRAME PEOPLE	73201562	01/25/1979	1153176	05/05/1981
RARE WOODS	73497669	09/04/1984	1363411	10/01/1985
ELITE COLLECTION	73570807	11/29/1985	1398509	06/24/1986
FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD	73635136	12/12/1986	1448540	07/21/1987
RARE WOODS	73703054	12/28/1987	1530885	03/21/1989
COUNTRY COLLECTIBLES	73711498	02/16/1988	1508179	10/11/1988
EASYSTIK	73719667	03/30/1988	1518876	01/03/1989
HOLSON	73719889	03/31/1988	1549092	07/25/1989
AMERICAN COUNTRY	73722026	04/12/1988	1514574	11/29/1988
LIFESTYLES	73736150	06/24/1988	1555784	09/12/1989
ULTIMIZER	73748001	08/24/1988	1541577	05/30/1989
ALLEGRO	73750063	09/06/1988	1535342	04/18/1989
BLACK PEARL	73764010	11/16/1988	1580105	01/30/1990
VICTORIAN TREASURES	73764029	11/16/1988	1549194	07/25/1989
FASTAB	73781848	02/21/1989	1589978	04/03/1990
CARR	73827601	09/25/1989	1612966	09/11/1990
HERITAGE	74077414	07/11/1990	1648176	06/18/1991

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
THE CONTINENTAL MATTED SERIES	74077416	07/11/1990	1648871	06/25/1991
BB BURNES	74077511	07/12/1990	1645234	05/21/1991
BURNES	74077542	07/12/1990	1750065	02/02/1993
I	74155068	04/08/1991	1673488	01/28/1992
OLD CRAFTSMAN	74278805	05/27/1992	1762894	04/06/1993
DECOREL	74365504	03/08/1993	1800750	10/26/1993
DAX	74417340	07/26/1993	1835473	05/10/1994
CONNOISSEUR	74550691	07/18/1994	1968927	04/16/1996
D DECOREL	74533913	06/06/1994	1896214	05/30/1995
ESSENTIALS	74642799	03/06/1995	2164938	06/16/1998
STATE STREET	74670676	05/08/1995	1966852	04/09/1996
BURNES	74670677	05/08/1995	1966853	04/09/1996
HOLSON BURNES	74706478	07/27/1995	1967109	04/09/1996
DECOR ESSENTIALS	75419805	01/20/1998	2296802	11/30/1999
CHARACTER CLIPS	75454673	03/23/1998	2341833	04/11/2000
HOMEWORK	75454674	03/23/1998	2333752	03/21/2000
MASTERCRAFT	75454995	03/23/1998	2298913	12/07/1999
SILHOUETTES	75459619	03/31/1998	2300824	12/14/1999
ROMANTIC OCCASIONS	75486346	05/18/1998	2247793	05/25/1999
HOLSON DESIGN GALLERY	75669884	03/29/1999	2343157	04/18/2000
STARDUST	75682853	04/14/1999	2453839	05/22/2001
PORTABLES	75792527	09/03/1999	2364616	07/04/2000
RADIANCE	76077705	06/22/2000	2560182	04/09/2002
HEART & HOME	76336517	11/09/2001	2851363	06/08/2004
PERENNIALS	76336518	11/09/2001	2798591	12/23/2003
NAMEWORKS	78224800	03/12/2003	2988024	08/23/2005
MAILABLE MOMENTS	78324469	11/07/2003	3077436	04/04/2006

**UNITED STATES TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
BURNES OF BOSTON	76412793	05/22/2002
BURNES OF BOSTON	76412795	05/22/2002
CONNOISSEUR	76412796	05/22/2002
CONNOISSEUR	76412797	05/22/2002
CONNOISSEUR	76412798	05/22/2002
CONNOISSEUR	76412799	05/22/2002
DAX	78185079	11/14/2002
INSTANT DECORATOR	78258292	06/04/2003
LEVEL-LINE	78308242	10/01/2003
LEVEL-LINE BEHIND	78479354	09/07/2004
BURNES OF BOSTON	78661461	06/30/2005
BURNES OF BOSTON	78661469	06/30/2005
BURNES OF BOSTON	78661481	06/30/2005
POSSIBILITIES	78706636	09/03/2005
CRAFT POSSIBILITIES	78706637	09/03/2005
IMAGINE. CREATE. CRAFT.	78706639	09/03/2005
POSSIBILITIES IMAGINE. CREATE. CRAFT.	78753836	11/15/2005

**EXHIBIT A**

**Assignment of Trademarks and Goodwill**

THIS ASSIGNMENT dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, from **BURNES HOME ACCENTS, LLC**, a Delaware limited liability corporation (the "Assignor"), to **BANK OF AMERICA, N.A.**, as Lender (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in **Schedule A** hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

**BURNES HOME ACCENTS, LLC**

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