

03-04-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102001399 ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Heilig-Meyers Furniture Company

2-15-02

- Individual(s)
- General Partnership
- Corporation-State - **North Carolina**
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **7/31/01**

2. Name and address of receiving party(ies)

Name: **The CIT Group/Business Credit, Inc.**

Internal Address: **Suite 150**

Street Address: **1200 Ashwood Parkway**

City: **Atlanta** State **GA** Zip: **30338**

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

02-15-2002
U.S. Patent & TMO/TM Mail Rpt Dt. #01

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

1256134 and 1003527

Additional number(s) attached Yes No

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

Name: **Robert H. G. Lockwood**

Internal Address: **Smith, Gambrell & Russell, LLP**

Suite 3100, Promenade II

Street Address: **1230 Peachtree St., N.E.**

City: **Atlanta** State: **GA** Zip: **30309-3592**

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Robert H. G. Lockwood

Name of Person Signing

Robert H. G. Lockwood
Signature

2/15/02
Date

Total number of pages including cover sheet, attachments, and document: **11**

03/01/2002 LHMUELLER 00000193 1256134

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

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002452 FRAME: 0603

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2001, by **HEILIG-MEYERS COMPANY**, a Virginia corporation, and **HEILIG-MEYERS FURNITURE COMPANY**, a North Carolina corporation (collectively, the "Grantors", and each, individually, a "Grantor") in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Superpriority Debtor-In-Possession Loan and Security Agreement dated as of the date hereof by and among Grantors and the other borrowers party thereto ("Borrowers"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors and the other Borrowers; and

WHEREAS, Agent and Lenders are willing to make Revolving Credit Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of their respective trademarks (the "Trademarks") and trademark licenses (the "Trademark Licenses") to which each is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the representations and warranties of Grantor and the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein;

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Default or Event of Default under the Loan Agreement or any other Loan Document shall have occurred, or if any Grantor fails to perform any agreement or to meet any of the obligations to the Agent hereunder, in addition to any and all other rights and remedies that Agent may have in the Loan Agreement, in any other Loan Document or at law, all of the right, title and interest of each Grantor in and to the Trademark Collateral shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee, and each Grantor hereby irrevocably constitutes and appoints Agent 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 each Grantor and in the name of each Grantor or Agent's own name or the name of Agent's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a Default or 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 United States 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; (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 Loan Agreement, any goods covered by the registrations listed on Schedule 1 to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule 1, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Agent, in its sole discretion, and such payments made by Agent to become the obligations of each Grantor to Agent, due and payable immediately, without demand.

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

HEILIG-MEYERS COMPANY

By: Ronald L. Barden
Name: _____
Title: _____ Ronald L. Barden
Managing Director of Reorganization

ACKNOWLEDGMENT OF GRANTOR

STATE OF VIRGINIA)
) ss.
COUNTY OF CHESTERFIELD)

On this 30TH day of JULY, 2001 before me personally appeared RONALD L. BARDEN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HEILIG MEYERS COMPANY, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kathleen M. Wiley
Notary Public

{SEAL}

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: _____
Name: _____
Title: _____

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

HEILIG-MEYERS COMPANY

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{SEAL}

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: _____
Name: David M. Phillips
Title: J.P.

HEILIG-MEYERS FURNITURE COMPANY

By: Ronald L. Barden
Name: _____ Ronald L. Barden _____
Title: _____ Managing Director of Reorganization _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF VIRGINIA)
) ss.
COUNTY OF CHESTERFIELD)

On this 30th day of JULY, 2004 before me personally appeared RONALD L. BARDEN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HEILIG MEYERS FURNITURE COMPANY, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kathleen M. King
Notary Public

{SEAL}

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: _____
Name: _____
Title: _____

By: _____
 Name: _____
 Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
 COUNTY OF _____)

On this ____ day of _____, _____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

 Notary Public

{SEAL}

ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: David M. Phillips
 Name: David M. Phillips
 Title: V.P.

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARKS OWNED BY HEILIG-MEYERS COMPANY			
Serial Number	Registration Number	Mark	Registration/Filing Date
73/194644	1137911	Health Bond	July 15, 1980
74/286187	1751722	Heilig-Meyers	February 9, 1993
74/287420	1758970	Heilig-Meyers (Stylized)	March 16, 1993
72/157372	761087	MacSaver and Design	December 3, 1963
72/412690	955958	MacSaver	March 20, 1973
72/357076	913015	Mighty Mow	June 8, 1971
74/274532	1773891	Design Only	May 25, 1993
74/285634	1796154	Design Only	September 28, 1993
78/089286	Pending	Room of Dreams	October 19, 2001
78/039663	2515568	Centurion Crown	December 4, 2001
76/187443	2515034	It's All About You!	December 4, 2001
76/154582	Pending	Rent\$mart (Stylized)	October 26, 2000
76/102093	Pending	When you Rent...RentSmart	August 2, 2000
75/847317	Denied as "merely descriptive." Will file an Amendment to Allege Use for the mark "KIDSTORE" and request that the application be amended to the Supplemental Register.	Kidstore	November 12, 1999
75/831465	2491378	Value House Furniture Where the Name Says It All	September 18, 2001
75/561087	2451480	Diamanell (Stylized)	May 15, 2001
75/485148	2270578	Miracleguard (Stylized)	August 17, 1999
75/417346	2419505	Turbotech	January 9, 2001
75/405458	2437363	RentSmart	March 20, 2001
75/401617	2369121	American Family	July 18, 2000
75/335981	2276502	Value House Furniture (and Design)	September 7, 1999
75/335980	2276501	ValueHouse	September 7, 1999
75/335979	2283818	ValueHouse Furniture (and Design)	October 5, 1999

75/306231	2196694	Heilig Meyers Furniture I Love This Store! (and Design)	October 13, 1998
75/306230	2181567	I Love This Store!	August 11, 1998
TRADEMARKS OWNED BY HEILIG-MEYERS FURNITURE COMPANY			
72/441388	1003527	L. Fish Furniture	January 28, 1975
73/351610	1256134	Restmore	November 1, 1983

EXHIBIT A

COLLATERAL ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT dated the ____ day of July, 2001 from **HEILIG-MEYERS COMPANY**, a Virginia corporation and **HEILIG-MEYERS FURNITURE COMPANY**, a North Carolina corporation (the "Assignors"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation (the "Assignee"), recites and provides:

WHEREAS, Assignors are [either the owner or the licensee] of certain U.S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule 1 hereto ("Trademarks"); and

WHEREAS, Assignee desires to obtain for the Lenders all of each 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, each Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of such 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. Each Assignor acknowledges that it has granted Assignee the right to secure the assets of such Assignor associated with the business symbolized by the Trademarks, under separate agreement.

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

HEILIG-MEYERS COMPANY

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

HEILIG-MEYERS FURNITURE COMPANY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____