Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Seaman Furniture Company, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

Citizenship (see guidelines) Delaware

Execution Date(s) 12/22/1997

Additional names of conveying parties attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? [ ] Yes [x] No

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago

State: IL

Country: USA Zip: 60661

- [ ] Association Citizenship Delaware
- [ ] General Partnership Citizenship
- [ ] Limited Partnership Citizenship
- [x] Corporation Citizenship Delaware
- [ ] Other Citizenship

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)

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [x] Other See attached request for correction

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached Schedule C

Additional sheet(s) attached? [x] Yes [ ] No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Julie Tamburo

Internal Address:

Street Address: Bingham McCutchen LLP 150 Federal St

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8055

Fax Number: 617-951-8736

Email Address: julie.tamburo@bingham.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 165.00

- [x] Authorized to be charged by credit card
- [ ] Authorized to be charged to deposit account
- [ ] Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2155
Expiration Date 8/2006

b. Deposit Account Number

Authorized User Name Julie Tamburo

9. Signature: Julie Tamburo
Signature

September 1, 2004
Date

Julie Tamburo
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP $165.00 76169527

SCHEDULE C

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
Seaman's	1798293	10/12/93
Fabric Bond and Design	1368463	11/05/85
See Seaman's First	1816230	01/11/94
The Package	1824758	02/08/77
Seaman's Plus	1977158	05/28/96

TRADEMARK APPLICATIONS

Mark	Trademark Application No.	Date Applied
75/169,527	The Sensible Way To A Beautiful Home	Pending

CONTINUED FROM BOX 3

Reel/Frame 1667/0318 recorded on 12/30/1997 to correct nature of conveyance at Box 3 to correct conveyance from Assignment to Security Agreement.

FORM PTO-1594 (Rev. 6-93)
OMB No. 0651-0011 (exp. 4/9)
Tab settings ▷▷▷▼

RE SH

12-30-1997

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U.S. DEPARTMENT OF Patent and Trademark

To the Honorable Commissioner of Pa... Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Seaman Furniture Company, Inc.

MRD 12·30·97

- ☐ Individual(s)
- ☐ General Partnership
- ■ Corporation-State (DE)
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

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

2. Name and address of receiving party(ies)

Name: HELLER FINANCIAL, INC.

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

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

If assignee is not domiciled in the United States, a domestrepresentative 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
- ☐ Security Agreement
- ☒ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: 12/22/97

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

A. Trademark Application No.(s)
75/169,527

B. Trademark Registration
1798293 1368463 1816230
1824758 1977158

Additional numbers attached? ☐ Yes ■ No

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

Name: Nancy A. Butler

Internal Address: 16th Floor

Street Address: Katten Muchin & Zavis
525 W. Monroe

City: Chicago State IL ZIP: 6066

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) $ 165.00

- ■ Enclosed
- ☐ Authorized to be charged to deposit

8. Deposit account number:

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

DO NOT USE THIS SPACE

01/06/1998 JSHABAZZ 00000004 75169527
01 FC:481 40.00 OP
02 FC:482 125.00 OP

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 of the original document.

Nancy A. Butler
Name of Person

Nancy Butler
Signature

12/[illegible]/97
Date

Total number of pages including cover sheet, attachments, and 11

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

TRADEMARK
REEL: 1667 FRAME: 0318

ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "**Assignment**") is made as of the 23rd day of December, 1997 by and between Seaman Furniture Company, Inc., a Delaware corporation ("**Assignor**"), and Heller Financial, Inc., a Delaware corporation, as agent ("**Agent**") for the "Lenders" (as such term is defined in the Loan Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to a certain Loan and Security Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") among Assignor, Agent and Lenders, Lenders have agreed to make certain loans and extend certain other financial accommodations to Assignor; and

WHEREAS, the Loan Agreement grants to Agent a continuing security interest in certain of Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement Definitions.** The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. **Assignment for Security.** To secure the complete and timely payment and performance of the Obligations, Assignor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on **Schedule A** attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications (of material value) listed on **Schedule B** attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Copyrights**");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on **Schedule C** attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Assignment, Assignor hereby assigns, transfers and conveys to Agent all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Assignor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. **Reports of Applications.** The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by Assignor. Assignor shall provide Agent and/or Lenders on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents,

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copyrights trademarks and applications shall be subject to the terms and conditions of the Loan Agreement and this Assignment.

4. Effect on Loan Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent or any of the Lenders under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. **NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.**

5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. **APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. THE INVALIDITY, ILLEGALITY OR UNENFORCEABILITY IN ANY JURISDICTION OF ANY PROVISION IN OR OBLIGATION UNDER THIS AGREEMENT SHALL NOT AFFECT OR IMPAIR THE VALIDITY, LEGALITY OR ENFORCEABILITY OF THE REMAINING PROVISIONS OR OBLIGATIONS UNDER THIS AGREEMENT OR OF SUCH PROVISION OR OBLIGATION IN ANY OTHER JURISDICTION.**

7. **CONSENT TO JURISDICTION. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LOAN AGREEMENT OR THE OTHER LOAN DOCUMENTS SHALL BE LITIGATED IN SUCH COURTS.**
ASSIGNOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT, THE LOAN AGREEMENT OR THE OTHER LOAN DOCUMENTS OR THE OBLIGATIONS.

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ASSIGNOR DESIGNATES AND APPOINTS CT CORPORATION SYSTEM AND SUCH OTHER PERSONS AS MAY HEREAFTER BE SELECTED BY ASSIGNOR WHICH IRREVOCABLY AGREE IN WRITING TO SO SERVE AS ITS AGENT TO RECEIVE ON ITS BEHALF SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDINGS IN ANY SUCH COURT, SUCH SERVICE BEING HEREBY ACKNOWLEDGED BY ASSIGNOR TO BE EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. A COPY OF ANY SUCH PROCESS SO SERVED SHALL BE MAILED BY REGISTERED MAIL TO ASSIGNOR AT THE ADDRESS PROVIDED IN THIS AGREEMENT EXCEPT THAT UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, ANY FAILURE TO MAIL SUCH COPY SHALL NOT AFFECT THE VALIDITY OF SERVICE OF PROCESS. IF ANY AGENT APPOINTED BY ASSIGNOR REFUSES TO ACCEPT SERVICE, ASSIGNOR HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF ANY LENDER TO BRING PROCEEDINGS AGAINST ASSIGNOR IN THE COURTS OF ANY OTHER JURISDICTION.

8. JURY TRIAL WAIVER. ASSIGNOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE LOAN AGREEMENT, OR THE OTHER LOAN DOCUMENTS. ASSIGNOR AND AGENT EACH ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND AGENT FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

[SIGNATURE PAGE FOLLOWS]

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REEL: 002932 FRAME: 0567

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

SEAMAN FURNITURE COMPANY, INC.

By: Alan Rosenberg Pres
Title:

Accepted and Agreed to:
HELLER FINANCIAL, INC., as Agent

By:
Its: VP

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 22nd day of December, 1997 by Alan Rosenberg, personally known to me to be the President of SEAMAN FURNITURE COMPANY, INC., a Delaware corporation, on behalf of such corporation.

Carol A. Alfonso
Notary Public

CAROL A. ALFONSO
NOTARY PUBLIC, State of New York
No. 01AL5082271
Qualified in New York County
Commission Expires July 21, 1997

My commission expires:

STATE OF NEW YORK)
) **SS**
COUNTY OF NEW YORK)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 22nd day of December, 1997 by Duayne L. Cooper, personally known to me to be the Vice President of **HELLER FINANCIAL, INC.**, a Delaware corporation, on behalf of such corporation.

Carol A. Alfonso
Notary Public

CAROL A. ALFONSO
NOTARY PUBLIC, State of New York
No. 01AL5082271
Qualified in New York County
Commission Expires July 21, 1999

My commission expires

SCHEDULE A

PATENTS

U.S. Patent No.	Date Issued	Foreign Patents
	NONE	

SCHEDULE B

COPYRIGHT REGISTRATIONS

Title	Registration No.	Date
Selling at Seaman's	TX-120-029	6/12/87
The Magic Wand	TX-120-028	6/12/87

SCHEDULE C

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
Seaman's	1798293	10/12/93
Fabric Bond and Design	1368463	11/05/85
See Seaman's First	1816230	01/11/94
The Package	1824758	02/08/77
Seaman's Plus	1977158	05/28/96

TRADEMARK APPLICATIONS

Mark	Trademark Application No.	Date Applied
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