

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement and Collateral Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HARLEM FURNITURE, LLC		12/15/2004	Delaware limited liability company:
HARLEM FURNITURE HOLDINGS, LLC		12/15/2004	Delaware limited liability company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITALSOURCE FINANCE LLC		
<b>Street Address:</b>	4445 Willard Avenue		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	Delaware limited liability company:		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1570414	HARLEM FURNITURE	
Registration Number:	1649118	CUSTOM FURNITURE FOR TODAY'S LIFESTYLE	
Registration Number:	1672199	YOU'LL LIKE OUR STYLE	
Registration Number:	1724429	LEATHER EXPRESS	
Registration Number:	2111271	TODAY'S LIFESTYLES	
Registration Number:	2218374	MARIO PUCCINI	
Registration Number:	2356284	THEROOMPLACE	
Registration Number:	2891687	THE BEDPLACE	
Serial Number:	76536519	SLEEP BETTER. LIVE LONGER.	
<b>CORRESPONDENCE DATA</b>			

CH \$240.00 1570414

900017947

**TRADEMARK**  
**REEL: 003008 FRAME: 0635**

Fax Number: (617)856-8201

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Box IP

Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	01/13/2005

**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**

**TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**, dated as of December 15, 2004 (this "Agreement"), made by and between **HARLEM FURNITURE, LLC**, a Delaware limited liability company (the "Borrower") and **HARLEM FURNITURE HOLDINGS, LLC**, a Delaware limited liability company ("Guarantor" and, together with Borrower, the "Credit Parties"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative, payment and collateral agent (the "Agent") for itself and certain other lenders.

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to the Revolving Credit, Term Loan and Security Loan Agreement dated as of December 15, 2004 by and among the Credit Parties, Agent and the lenders party thereto (collectively, the "Lenders") (as amended, supplemented or otherwise modified from time to time the "Loan Agreement"), the Credit Parties have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Credit Parties in, to and under all of the Credit Parties' Trademarks and other Trademark Collateral (defined below), whether presently existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Loan Agreement; and

**WHEREAS**, each Credit Party is the owner of the entire right, title and interest in, to and under such Credit Party's respective Trademarks listed on Schedule 1 hereto; and

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Loan Agreement, the Credit Parties hereby agree with the Agent as follows:

**1. Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**2. Grant of Security Interest.** To secure the prompt and complete payment when due and satisfaction of the Obligations, each Credit Party hereby grants, assigns and conveys to Agent for the benefit of itself and the Lenders a security interest in such Credit Party's entire right, title and interest in its respective Trademarks and all proprietary rights in and to the foregoing, in each case whether now owned and existing or at any time hereafter acquired by such Credit Party or in which such Credit Party now has or any time in the future may acquire any right, title or interest, including, without limitation, each registration, application, and proprietary right identified on Schedule 1 attached hereto and made a part hereof, the right to sue for past, present and future infringements and all rights corresponding thereto

and the entire goodwill of such Credit Party's business connected with and symbolized by the Trademarks and all products and proceeds of any and all of the foregoing, including without limitation, all income, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "Trademark Collateral").

3. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by the Credit Parties for the purpose of recording the collateral assignment to the Agent of the Trademark Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Credit Parties, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Collateral Assignment of Trademarks and Goodwill.** In addition to all other rights granted to the Agent under the Loan Agreement and this Agreement, effective only upon an Event of Default under the Loan Agreement, upon notice by Agent to the Credit Parties, each Credit Party hereby sells, assigns, transfers and sets over to the Agent for the benefit of itself and the other Lenders, for collateral purposes only to secure the Obligations, such Credit Party's entire right, title and interest in and to all Trademark Collateral including, without limitation, the goodwill of such Credit Party's business connected with and symbolized by the Trademarks.

5. **Representations and Warranties.** Each Credit Party represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of such Credit Party, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) such Credit Party is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, each of its Trademarks;
- (d) such Credit Party has good and marketable title to, free and clear of any liens, charges and encumbrances, its Trademarks; and
- (e) such Credit Party has the legal right and authority to enter into this Agreement and perform its terms.

6. **Termination; Release of Collateral.** This Agreement and all obligations of Credit Parties and the Agent hereunder shall terminate on the date upon which the Obligations are indefeasibly paid and satisfied in full and all commitments and other obligations of the Agent and Lenders to the Borrower have terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Agent shall, at the expense of the Credit Parties, take such actions as reasonably may be necessary to release its security interest in the Trademark Collateral.

7. **Acknowledgement.** Each Credit Party does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set

forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

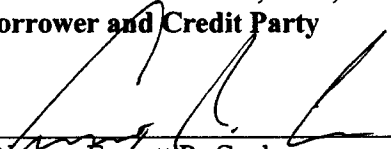
8. **Binding Effect; Benefits.** This Agreement shall be binding upon the Credit Parties and their respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

9. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

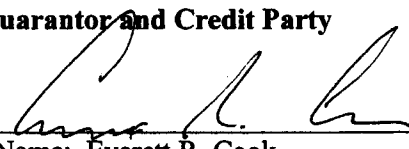
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

**HARLEM FURNITURE, LLC,  
as Borrower and Credit Party**

By:   
Name: Everett R. Cook  
Title: President

**HARLEM FURNITURE HOLDINGS, LLC,  
as Guarantor and Credit Party**

By:   
Name: Everett R. Cook  
Title: President

**CAPITALSOURCE FINANCE LLC  
as Agent**

By: \_\_\_\_\_  
Name: Joseph Turitz  
Title: General Counsel

*[Signature Page 1 to Trademark and Security Agreement]*

**IN WITNESS WHEREOF**, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

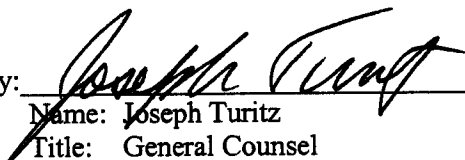
**HARLEM FURNITURE, LLC,  
as Borrower and Credit Party**

By: \_\_\_\_\_  
Name: Everett R. Cook  
Title: President

**HARLEM FURNITURE HOLDINGS, LLC,  
as Guarantor and Credit Party**

By: \_\_\_\_\_  
Name: Everett R. Cook  
Title: President

**CAPITALSOURCE FINANCE LLC  
as Agent**

By:  \_\_\_\_\_  
Name: Joseph Turitz  
Title: General Counsel

*[Signature Page 1 to Trademark and Security Agreement]*

**HARLEM FURNITURE, INC.  
UNITED STATES TRADEMARKS**

Current as of: August 2, 2004

HARLEM FURNITURE	73785567	March 9, 1989	1570414	December 5, 1989	Live; Renewed 6/22/00	Renewal: December 5, 2009
CUSTOM FURNITURE FOR TODAY'S LIFESTYLE	74083769	August 1, 1990	1649118	June 25, 1991	Client desires to abandon - 9/26/01, Cancelled 7/6/02	Renewal: June 25, 2001 - Cancelled
YOU'LL LIKE OUR STYLE	74083679	August 1, 1990	1672199	January 14, 1992	Live. Renewed 1/14/02	Renewal: January 14, 2012
LEATHER EXPRESS	74181537	June 28, 1991	1724429	October 13, 1992	Live; Applicant has filed a request for issuance of a concurrent use registration and the proceeding is pending before the Trademark Trial and Appeal Board. Renewed	Renewed: expires October 13, 2012
TODAY'S LIFESTYLES	75068146	March 6, 1996	2111271	November 4, 1997	Live. Client advised us not to renew the Mark.	Sec. 8 & 15 due: 11/4/02 - 11/3/03 Client advised us not to renew the Mark.
MARIO PUCCINI	75323345	July 11, 1997	2218374	January 19, 1999	Live. Sec. 8 & 15 due: 1/19/04 - 1/18/05. Client advised us not to renew the Mark.	Client advised us not to renew the Mark.



THEROOMPLACE	75610476	December 22, 1998	2356284	June 6, 2000	Live.	Sec. 8 & 15 due: 6/6/05 - 6/5/06Renewal: 6/5/2010
THE BEDPLACE	76457869	October 7, 2002	2891687	October 5, 2004	Live.	Section 8 & 15 Due: 10/5/09- 10/04/10
SLEEP BETTER. LIVE LONGER.	76536519	August 11, 2003	N/A		Published for Opposition on May 11, 2004	

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Schedule 5.11 - 3 of 3