TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RoomStore, Inc.	FORMERLY HMY RoomStore, Inc.	06/01/2005	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	40 Broad Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2049371	ROOMSTORE
Registration Number:	2123451	ROOMSTORE
Registration Number:	2123452	THE ROOMSTORE
Registration Number:	2601276	ROOM OF DREAMS
Registration Number:	2610813	KIDSTORE

CH $140.00 2049371

CORRESPONDENCE DATA

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: BROWN RUDNICK BERLACK ISRAELS LLP
Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	06/09/2005

Total Attachments: 7
source=2072847#page1.tif
source=2072847#page2.tif
source=2072847#page3.tif
source=2072847#page4.tif
source=2072847#page5.tif
source=2072847#page6.tif
source=2072847#page7.tif

TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

This Trademark and Trademark Application Security Agreement (this "**TM Security Agreement**") is made as of June 1, 2005, by RoomStore, Inc., a Virginia corporation with their principal offices at 12501 Patterson Ave., Richmond, Virginia 23238, f/k/a HMY RoomStore, Inc. (the "**Obligor** "), and Bank of America, N.A. at its office at 40 Broad Street, Boston, Massachusetts 02109, as agent for the benefit of the Lenders (defined below) (the "**Agent**").

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement dated June 1, 2005 (as amended from time to time, the "**Loan Agreement**") made between the Obligor, lenders named therein (the "**Lenders**") and the Agent, the Agent and Lenders have agreed to make certain Loans (as defined in the Loan Agreement, hereinafter, the "**Loans**") available to the Obligor as defined therein;

WHEREAS, pursuant to the Loan Agreement, the Obligor has granted to the Agent for the benefit of the Lenders a security interest in the Obligor' Collateral (as defined in the Loan Agreement) to secure the Liabilities (as defined in the Loan Agreement) of the Obligor to the Lenders;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Obligor has executed this TM Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Obligor, Agent and the Lenders agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.

2. To secure the Liabilities, the Obligor hereby grant a security interest in favor of, and collaterally assigns to the Agent for the benefit of the Lenders, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

    a. All of the Obligor' now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on ***EXHIBIT A*** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such

trademarks, trademark applications, service marks, registered service marks, and service mark applications.

b. All renewals of any of the foregoing.

c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

e. All of Obligor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "**Marks**".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Agent, the Obligor shall undertake the following with respect to each Mark:

a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks except for any Marks which the Obligor determine in the exercise of their business judgment are no longer necessary or useful in their businesses.

b. At the Obligor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts except if the Obligor determine in the exercise of their reasonable business judgment that the Marks are no longer necessary or useful in their businesses.

c. At the Obligor's sole cost, expense, and risk, take any and all action which Obligor deems necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of:

a. the Obligor's failure, within Five (5) days of written notice from the Agent, to cure any failure by the Obligor to perform any of the Obligor's obligations set forth in Section 3, above, and/or

TRADEMARK
REEL: 003100 FRAME: 0066

b. the occurrence and during the continuance of any Event of Default,

the Agent acting in its own name or in that of the Obligor may (but shall not be required to) act in the Obligor' place and stead and/or in the Agent's own right in connection therewith.

5. Obligor represent and warrant that:

a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Obligor.

b. No liens, claims or security interests have been granted in any Mark by the Obligor to any Person other than to the Agent for the benefit of the Lenders.

6. In order to further secure the Liabilities:

a. The Obligor shall give the Agent written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:

i. The Obligor obtains rights to, and file applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Obligor's right to sell products containing the trademarks of others in the ordinary course of Obligor's businesses).

ii. The Obligor becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Obligor's right to sell products containing the trademarks of others in the ordinary course of Obligor's businesses).

iii. The Obligor enters into any new trademark license agreement or service mark license agreement.

b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Obligor hereby authorizes the Agent to modify this agreement by amending **EXHIBIT A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided*, *however*, the

TRADEMARK
REEL: 003100 FRAME: 0067

modification of said **EXHIBIT A** shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence and during the continuance of any Event of Default, the Agent for the benefit of the Lenders may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in New York (the "**Code**"), with respect to the Marks, in addition to which the Agent, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

8. The Obligor hereby irrevocably constitutes and designates the Agent as and for the Obligor's attorney in fact, effective with and upon the Agent's first exercise (the "**First Exercise**") of the rights, remedies and power described in clauses (a) and (b) below following the occurrence and during the continuance of any Event of Default:

   a. To exercise any of the rights and powers referenced in Section 3.

   b. To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

   The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Agent, but shall be exercisable only following the occurrence and during the continuance of an Event of Default.

9. Any use by the Agent of the Marks as authorized hereunder in connection with the exercise of the Agent's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Obligor' rights hereunder and thereunder and with respect hereto and thereto and without any liability for royalties or other related charges from the Agent to the Obligor. Such use by the Agent shall be permitted only with and upon the First Exercise following the occurrence and during the continuance of an Event of Default.

10. Agent hereby acknowledges that the Obligor shall continue to have the exclusive right, prior to notice from the Agent following the occurrence and during the continuance of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Obligor to protect the Marks against encroachment by third parties; provided, however, that Obligor first notify Agent in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Obligor.

11. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Agent to provide loans or financial accommodations under

TRADEMARK
REEL: 003100 FRAME: 0068

the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Agent shall execute and deliver to Obligor all such instruments as the Obligor reasonably may request to release any encumbrance in favor of the Agent for the benefit of the Lenders created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.

12. The Obligor shall, at the request of the Agent, do any and all acts and execute any and all documents reasonably required by the Agent in connection with the protection, preservation, and enforcement of the Agent's rights hereunder.

13. The Obligor shall, upon demand, reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

14. Neither anything contained in the TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Agent for the benefit of the Lenders any rights in and to the Marks, except following the occurrence and during the continuance of any Event of Default (and in such circumstances, only with and upon the First Exercise).

15. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Agent and Lenders shall have the same rights with respect to any and all security interests in the Marks granted the Agent and Lenders to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

16. This Agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts without giving effect to conflict of law principles.

[Remainder of Page Intentionally Blank]

TRADEMARK
REEL: 003100 FRAME: 0069

IN WITNESS WHEREOF, the Obligor and the Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized to do so on the date first above written.

ROOMSTORE, INC.
(the "Obligor")

By: Lewis M Brubaker Jr
Name: Lewis M. Brubaker Jr
Title: Sr. VP & CFO

BANK OF AMERICA, N.A.
(the "Agent")

By: [illegible]
Name: Keith Vercauteren
Title: Director

[Signature Page to Trademark Security Agreement]

EXHIBIT A

Obligor's now owned and existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK REGISTRATION NUMBER	REGISTRATION DATE
No. 2049371 (RoomStore)	April 1, 1997
No. 2123451 (RoomStore stylized)	December 23, 1997
No. 2123452 (The RoomStore and design)	December 23, 1997
No. 2601276 (Room of Dreams)	July 30, 2002
No. 2610813 (Kidstore)	August 20, 2002

Trademark Applications

MARK	SERIAL NUMBER	FILING DATE

1362951 v1 - BALACHG - 020728/0047