

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Storehouse, Inc.		01/06/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7, 3rd Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1101047	STOREHOUSE	
Registration Number:	1113164	STOREHOUSE	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8517		
Email:	kristine.ouimet@bingham.com		
Correspondent Name:	Kristine L. Ouimet		
Address Line 1:	150 Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	0801447.317268		
NAME OF SUBMITTER:	Kristine L. Ouimet		
Signature:	/Kristine L. Ouimet/		

OP \$65.00 1101047

Date:

01/09/2006

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 6, 2006, by ROWE DIVERSIFIED, INC., a Delaware corporation ("Rowe Diversified") and STOREHOUSE, INC., a Georgia corporation ("Storehouse" and, together with Rowe Diversified each individually, a "Grantor" and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among The Rowe Companies, a Nevada corporation ("Rowe Companies"), Rowe Furniture, Inc., a Virginia corporation ("Rowe Furniture" and, together with Storehouse and Rowe Companies collectively, the "Borrowers"), Rowe Diversified, the other Persons named therein as Credit Parties, 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 "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, pursuant to that certain Guaranty dated as of the date hereof by and among Rowe Diversified, the other Guarantors party thereto and the Agent, Rowe Diversified has guaranteed all of the Obligations;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver 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 Annex A thereto to the Credit 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 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 its Trademarks and Trademark Licenses to which it 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

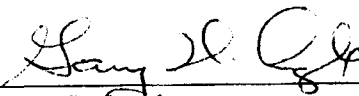
(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any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

3. SECURITY AGREEMENT. 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 Security Agreement. Each Grantor hereby acknowledges and affirms that 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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.

ROWE DIVERSIFIED, INC.

By: 
Name: Gary W. Angle
Title: Treasurer

STOREHOUSE, INC.

By: _____
Name: Gene S. Morphis
Title: Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Virginia)
) ss.
COUNTY OF Montgomery)

On this 20th day of December, 2005 before me personally appeared Garry W. Hyle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rewe Diversified, 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.

Stelene Franklin
Notary Public

{seal}

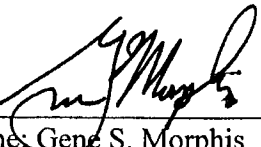
My Commission Expires November 30, 2006

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.

ROWE DIVERSIFIED, INC.

By: _____
Name: Gary W. Angle
Title: Treasurer

STOREHOUSE, INC.

By:  _____
Name: Gene S. Morphis
Title: Treasurer

ACKNOWLEDGMENT OF GRANTOR

STATE OF VIRGINIA)

COUNTY OF ARLINGTON }

ss.

On this 21 day of December, 2005 before me personally appeared GENE MORPHTIS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STOREHOUSE INC., 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.


Marlene A. Negri

Notary Public

{seal}

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: *Michael Lythamer*
Title: Duly Authorized Signatory

Signature page to Trademark Security Agreement

**TRADEMARK
REEL: 003223 FRAME: 0363**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

ROWE DIVERSIFIED, INC.

TRADEMARK/SERVICE MARK

REGISTRATIONS/APPLICATIONS

Mark	Country	Serial # / Registration #	Status	Notes
COMFORTABLE STUFF BY ROWE (AND DESIGN)	Australia	726532	Registered 9/29/99	
COVER UPS (AND DESIGN)	Australia	726534	Registered 11/13/97	
ROBIN BRUCE	Australia	754381	Registered 7/18/00	
ROBIN BRUCE (AND DESIGN)	Australia	758365	Registered 7/18/00	
ROWE	Australia	721319	Registered 7/20/99	
ROWE FURNITURE ROWE (AND DESIGN)	Australia	866150	Registered 10/29/01	
ROWE	Brazil	822325420	Registered 12/21/04	
ROWE FURNITURE ROWE (AND DESIGN)	Brazil	Appl. No. 823580709	Filed 2/19/01	
A WHOLE NEW WAY TO BUY FURNITURE	Canada	431,121	Registered 7/29/94	
COMFORTABLE STUFF	Canada	536,397	Registered 11/2/00	
COVER UPS (AND DESIGN)	Canada	525,970	Registered 5/29/00	
HOME WEAR (AND DESIGN)	Canada	558,900	Registered 3/6/02	

Mark	Country	Serial # / Registration #	Status	Notes
JAMI L. DESIGNS	Canada	587,738	Registered 8/21/03	
J.L.D. JAMI L. DESIGNS REALLY SMART FURNITURE (AND DESIGN)	Canada	589,033	Registered 9/5/03	
REALLY SMART FURNITURE	Canada	589,013	Registered	
ROBIN BRUCE (AND DESIGN)	Canada	536,300	Registered 10/31/00	
ROWE	Canada	457,450	Registered 5/24/96	
ROWE FURNITURE ROWE (AND DESIGN)	Canada	587,404	Registered 8/19/03	
THE SHOW PLACE	Canada	431,120	Registered 7/29/94	
ROWE	Chile	578.842	Registered 10/12/00	
ROWE FURNITURE ROWE (AND DESIGN)	Chile	617.202	Registered 1/15/02	
COMFORTABLE STUFF	E.U.	444836	Registered 9/17/99	
COMFORTABLE STUFF (AND DESIGN)	E.U.	444869	Registered 1/20/99	
COVER UPS (AND DESIGN)	E.U.	444927	Registered 1/19/99	
ROBIN BRUCE	E.U.	741108	Registered 5/7/99	
ROBIN BRUCE (AND DESIGN)	E.U.	783290	Registered 2/29/00	
ROWE	E.U.	258541	Registered 10/26/98	

Mark	Country	Serial # / Registration #	Status	Notes
ROWE FURNITURE ROWE (AND DESIGN)	E.U.	2082774	Registered 3/5/02	
ROWE	Germany	395 48 144	Registered 1/26/98	Renewed to 11/30/15
ROWE	Mexico	481873	Registered 12/7/94	Renewed to 9/9/14
COVER UPS (AND DESIGN)	Mexico	547014	Registered 4/25/97	
COMFORTABLE STUFF	Mexico	557139	Registered 8/29/97	
COMFORTABLE STUFF BY ROWE (AND DESIGN)	Mexico	558492	Registered 9/23/97	
ROBIN BRUCE	Mexico	Appl. No. 323,692	Filed 2/25/98	
ROBIN BRUCE (AND DESIGN)	Mexico	585592	Registered 8/27/98	
ROWE FURNITURE ROWE (AND DESIGN)	Mexico	699,826	Registered 5/29/01	
COMFORTABLE STUFF	US	2,272,635	Registered 8/24/99	To be abandoned
COMFORTABLE STUFF BY ROWE (AND DESIGN)	US	2,272,634	Registered 8/24/99	To be abandoned
EARTH & ELEMENTS	US	Serial #76/550,489	Filed 10/10/03	Statement of Use accepted 11/23/05
HOME ELEMENTS	US	2,683,936	Registered 2/4/03	
HOME WEAR (AND DESIGN)	US	2,541,032	Registered 2/19/02	

Mark	Country	Serial # / Registration #	Status	Notes
J. L. D. JAMI L. DESIGNS REALLY SMART FURNITURE (AND DESIGN)	US	2,760,904	Registered 9/9/03	
JAMI L. DESIGNS	US	2,654,242	Registered 11/26/02	
MINI MOD BY ROWE	US	Serial #76/643,672	Filed 7/26/05	
REGENCY MANOR	US	1,008,395	Registered 4/8/75	Renewed to 4/8/15
ROBIN BRUCE	US	2,286,641	Registered 10/12/99	
ROBIN BRUCE (AND DESIGN)	US	2,290,568	Registered 11/2/99	
ROOM SCENES	US	2,626,091	Registered 9/24/02	
ROOM SENSE	US	2,386,500	Registered 9/12/00	
ROWE	US	1,621,243	Registered 11/6/90	Renewed to 11/6/10
ROWE FURNITURE ROWE (AND DESIGN)	US	2,427,060	Registered 2/6/01	
STUDIOROWE	US	2,802,138	Registered 1/6/04	

STOREHOUSE, INC.

U.S. TRADEMARK REGISTRATIONS

Mark	Registration Number	Status	Notes
STOREHOUSE	1,101,047	Registered 8/29/78	Renewed to 8/29/09
STOREHOUSE	1,113,164	Registered 2/13/79	Renewed to 2/13/09