

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.		09/21/2006	CORPORATION: GEORGIA
Rowe Diversified, Inc.		09/21/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	401 Merrit 7, 1st Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1101047	STOREHOUSE
Registration Number:	1113164	STOREHOUSE
Serial Number:	76659842	WE MAKE GOOD DESIGN ACCESSIBLE
Registration Number:	2272635	COMFORTABLE STUFF
Registration Number:	2272634	COMFORTABLE STUFF BY ROWE
Registration Number:	3038205	EARTH & ELEMENTS
Registration Number:	2683936	HOME ELEMENTS
Registration Number:	2541032	HOME WEAR
Registration Number:	2760904	J. L. D. JAMI L. DESIGNS REALLY SMART FURNITURE
Registration Number:	2654242	JAMI L. DESIGNS
Registration Number:	3115858	MINI MOD BY ROWE
Registration Number:	1008395	REGENCY MANOR
Registration Number:	2286641	ROBIN BRUCE

OP \$490.00 1101047

Registration Number:	2290568	ROBIN BRUCE
Registration Number:	2626091	ROOM SCENES
Registration Number:	2386500	ROOM SENSE
Registration Number:	1621243	ROWE
Registration Number:	2427060	ROWE FURNITURE ROWE
Registration Number:	2802138	STUDIOROWE

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8517
Email: kristine.ouimet@bingham.com
Correspondent Name: Kristine L. Ouimet
Address Line 1: 150 Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	0801447.321768
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L Ouimet/
Date:	09/28/2006

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 21, 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 (hereinafter, collectively, the "Lenders") which are or may become parties to that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement dated as of September 21, 2006 (as amended and in effect from time to time, the "Credit Agreement"), among the Grantors, certain other Persons identified therein as "Borrowers" and "Guarantors", the Lenders and Agent.

WITNESSETH:

WHEREAS, on September 18, 2006 (the "Filing Date"), The Rowe Companies, a Nevada corporation ("Rowe Companies"), Rowe Furniture, Inc. a Virginia corporation ("Rowe Furniture"), and Storehouse (together with Rowe Companies and Rowe Furniture, collectively, the "Debtors-in-Possession" and, individually as a "Debtor-in-Possession") filed separate petitions under chapter 11 of Title 11, United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Virginia;

WHEREAS, the Debtors-in-Possession intend to continue to operate their businesses pursuant to Sections 1107 and 1108 of the Bankruptcy Code;

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to provide a senior secured, super-priority revolving credit facility to the Debtors-in-Possession of up to Fifty Million Dollars (\$50,000,000) in the aggregate pursuant to Sections 364(c)(1), (2) and (3) and 364(d) of the Bankruptcy Code in order to fund the working capital requirements of the Debtors-in-Possession and to repay in full all "Obligations" under, and as defined in, the Pre-Petition Loan Agreement;

WHEREAS, pursuant to that certain Guaranty dated as of the date hereof by and among Rowe Diversified and Rowe Properties, Inc. (collectively, the "Guarantors") and the Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty"), Guarantors have guaranteed 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 (a) Storehouse 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 "DIP Security Agreement") and (b) Rowe Diversified 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 "Guarantors Security Agreement" and, together with the DIP Security Agreement, the "Security Agreements";

WHEREAS, pursuant to the Security Agreements, 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 AGREEMENTS. 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 Agreements. 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 Agreements, 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.

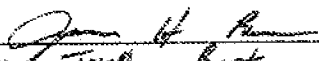
By: Garry W. Angle
Name: GARRY W. ANGLE
Title: Treasurer

STOREHOUSE, INC.

By: Garry W. Angle
Name: GARRY W. ANGLE
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Joseph Burt
Title: Duly Authorized Signatory

Signature Page to Trademark Security Agreement

BUSDGCS/1584090

TRADEMARK
REEL: 003398 FRAME: 0885

ACKNOWLEDGMENT OF GRANTOR

STATE OF VIRGINIA)
)
COUNTY OF FAIRFAX) SS.

On this 21st day of September, 2006 before me _____ and Storehouse, Inc. personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rowe Diversified, 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.

Patricia A. McCarthy
Notary Public

{seal}

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	Renewed to 11/8/16
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	Renewed to 5/6/16

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	937131	Registered 5/31/06	Expires 2/25/08
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	Canceled
COMFORTABLE STUFF BY ROWE (AND DESIGN)	US	2,272,634	Registered 8/24/99	Canceled
EARTH & ELEMENTS	US	3,038,205	Registered 1/3/06	
HOME ELEMENTS	US	2,683,936	Registered 2/4/03	
HOME WEAR (AND DESIGN)	US	2,541,032	Registered 2/19/02	
J. L. D. JAMIL. DESIGNS REALLY SMART FURNITURE (AND DESIGN)	US	2,760,904	Registered 9/9/03	

Mark	Country	Serial # / Registration #	Status	Notes
JAMI L. DESIGNS	US	2,654,242	Registered 11/26/02	
MINI MOD BY ROWE	US	3,115,858	Registered 7/18/06	
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	To be canceled
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/SERVICE MARK
REGISTRATIONS/APPLICATIONS

Mark	Registration or Application Serial Number	Status	Notes
STOREHOUSE	Reg. No. 1,101,047	Registered 8/29/78	Renewed to 8/29/09
STOREHOUSE	Reg. No. 1,113,164	Registered 2/13/79	Renewed to 2/13/09
WE MAKE GOOD DESIGN ACCESSIBLE	Ser. No. 76/659,842	Application filed 5/10/06	