

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rowe Fine Furniture, Inc.		03/06/2007	CORPORATION: DELAWARE
Rowe Furniture Mid-Atlantic, Inc.		03/06/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	401 Merritt 7
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06851
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2272635	COMFORTABLE STUFF
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
Registration Number:	2290568	ROBIN BRUCE
Registration Number:	2626091	ROOM SCENES
Registration Number:	2386500	ROOM SENSE
Registration Number:	1621243	ROWE

OP \$390.00 2272635

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: 617-951-8464  
Email: paula.mazzeo@bingham.com  
Correspondent Name: Paula Mazzeo  
Address Line 1: 150 Federal Street  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Paula A. Mazzeo
Signature:	/PAMazzeo/
Date:	03/07/2007

**Total Attachments: 9**  
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 6, 2007, by ROWE FINE FURNITURE, INC., a Delaware corporation ("Rowe Furniture") and ROWE FURNITURE MID-ATLANTIC, INC., a Delaware corporation ("Rowe Mid-Atlantic") and, together with Rowe Furniture 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 Grantors, 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 Grantors;

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. Subject to the limitations set forth in Section 2 of the Security Agreement, 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 Trademarks and Trademark Licenses;

(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 FINE FURNITURE, INC.**

By: Garry W. Angle  
Name: Garry W. Angle  
Title: Chief Financial Officer, Treasurer and Secretary

**ROWE FURNITURE MID-ATLANTIC, INC.**

By: Garry W. Angle  
Name: Garry W. Angle  
Title: Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Agent

By: *Charles Chiodo*  
Name: *Charles Chiodo*  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 003494 FRAME: 0798**

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Virginia )  
  )      ss.  
COUNTY OF Roanoke )

On this 6th day of March, 2007 before me personally appeared Garry W. Angle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rowe Fine Furniture, 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.

  
\_\_\_\_\_  
Notary Public

**My Commission Expires November 30, 2010**

{seal}

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Virginia )

COUNTY OF Roanoke )

ss.

On this 6th day of March, 2007 before me personally appeared Garry W. Angle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rowe Furniture Mid-Atlantic, 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.



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Notary Public

**My Commission Expires November 30, 2010**

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**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**ROWE FINE FURNITURE, INC.  
TRADEMARKS/SERVICE MARKS**

Mark	Country	Serial # / Registration #	Status
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 3/29/00
HOME WEAR (AND DESIGN)	Canada	558,900	Registered 3/6/02
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 FINE FURNITURE, INC.**  
**TRADEMARKS/SERVICE MARKS**

<b>Mark</b>	<b>Country</b>	<b>Serial # / Registration #</b>	<b>Status</b>
ROWE FURNITURE ROWE (AND DESIGN)	Chile	617.202	Registered 1/15/02
COMFORTABLE STUFF	E.U.	444836	Registered 9/7/99
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
ROWE FURNITURE ROWE (AND DESIGN)	E.U.	2082774	Registered 3/5/02
ROWE	Germany	395 48 144	Registered 1/26/98
ROWE	Mexico	481873	Registered 12/7/94
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
ROBIN BRUCE (AND DESIGN)	Mexico	585592	Registered 8/27/98
ROWE FURNITURE ROWE (AND DESIGN)	Mexico	699,826	Registered 5/29/01
COMFORTABLE STUFF	U.S.	2,272,635	Registered 8/24/99
EARTH & ELEMENTS	U.S.	3.038,205	Registered 1/3/06
HOME ELEMENTS	U.S.	2,683,936	Registered 2/4/03
HOME WEAR (AND DESIGN)	U.S.	2,541,032	Registered 2/19/02
J.L.D. JAMI L. DESIGNS REALLY SMART FURNITURE (AND DESIGN)	U.S.	2,760,904	Registered 9/9/03
JAMI L. DESIGNS	U.S.	2,654,242	Registered 11/26/02

**ROWE FINE FURNITURE, INC.**  
**TRADEMARKS/SERVICE MARKS**

<b>Mark</b>	<b>Country</b>	<b>Serial # / Registration #</b>	<b>Status</b>
MINI MOD BY ROWE	U.S.	3,115,858	Registered 7/18/06
REGENCY MANOR	U.S.	1,008,395	Registered 4/8/75
ROBIN BRUCE	U.S.	2,286,641	Registered 10/12/99
ROBIN (AND DESIGN) BRUCE	U.S.	2,290,568	Registered 11/2/99
ROOM SCENES	U.S.	2,626,091	Registered 9/24/02
ROOM SENSE	U.S.	2,386,500	Registered 9/12/00
ROWE	U.S.	1,621,243	Registered 11/6/90
ROWE FURNITURE ROWE (AND DESIGN)	U.S.	2,427,060	Registered 2/6/01
STUDIOROWE	U.S.	2,802,138	Registered 1/6/04