

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
Sofa Express, Inc.		04/20/2007	CORPORATION: TENNESSEE

RECEIVING PARTY DATA	
Name:	Wells Fargo Retail Finance, LLC, as Collateral Agent
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1514110	SOFA EXPRESS
Registration Number:	2061372	"THE EXPRESS WIZARD!"
Registration Number:	2247636	HERE TODAY. HOME TOMORROW.
Registration Number:	2415815	SOFA EXPRESS LEATHER
Registration Number:	2774053	RECLINER EXPRESS
Registration Number:	2547160	SMART SETS
Registration Number:	2630867	SOFA X
Registration Number:	2736168	VIVASUEDE
Registration Number:	2877634	SOFABILITIES
Registration Number:	2929704	ALL PLUSH, NO MINUSES
Registration Number:	3142799	EXPRESSORIES
Registration Number:	3179695	SOFA EXPRESS AND MORE!
Registration Number:	2477109	SOFA CONNECTION
Serial Number:	78716702	EXPRESSLY 4 KIDS

CH \$565.00 1514110

Serial Number:	78716710	LIVING. DINING. DREAMING.
Serial Number:	78716715	EXPRESSLY YOUR STYLE
Serial Number:	78716722	YOUR STYLE. MORE SPACES.
Serial Number:	78716727	MORE CHOICES FOR MORE SPACES
Serial Number:	78716733	MORE SPACES TO EXPRESS YOURSELF
Serial Number:	78716742	DESIGN SOLUTIONS. THE POSSIBILITIES ARE ENDLESS.
Serial Number:	78716746	CIMPLY CINEMA
Serial Number:	78932500	PLAYTIME

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	7040802
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	05/16/2007

Total Attachments: 16
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL SECURITY AGREEMENT (this "**Agreement**"), dated as of April 20, 2007, by and among (a) **SOFA EXPRESS, INC.**, a Tennessee corporation (the "**Lead Borrower**"), and each of the entities set forth on **Schedule I** hereto (together with the Lead Borrower, individually, a "**Borrower**" and collectively, the "**Borrowers**"), (b) each of the Persons listed on **Schedule II** hereto (each such Person, individually, a "**Guarantor**" and, collectively, the "**Guarantors**") (the Borrowers and the Guarantors are hereinafter referred to, individually, as a "**Grantor**" and, collectively, as the "**Grantors**"), and (c) **WELLS FARGO RETAIL FINANCE, LLC** ("**WFRF**"), as collateral agent (in such capacity, the "**Collateral Agent**") for its own benefit and the benefit of the other Credit Parties (as hereinafter defined), in consideration of the mutual covenants contained herein and benefits to be derived herefrom..

RECITALS:

A. Reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, modified, supplemented or restated and in effect from time to time, the "**Credit Agreement**"), by and between, among others, (i) the Grantors, (ii) the Lenders named therein, (iii) WFRF, as Administrative Agent and Collateral Agent for its own benefit and the benefit of the other Credit Parties, and as Swing Line Lender, and (iv) the L/C Issuer named therein, pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the L/C Issuer has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Credit Agreement.

B. The obligations of the Lenders to make Revolving Credit Loans and of the L/C Issuer to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of (i) that certain Security Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**"), by and among the Grantors and the Collateral Agent, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral (as defined in the Security Agreement), and (ii) an agreement in the form hereof, pursuant to which each Grantor grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein), in order to secure the Secured Obligations (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Collateral Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

Section 1. GENERAL

(a) **Definitions.** Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement or the Security Agreement (as applicable). In addition, as used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean all copyrights and like protections in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright

applications listed on EXHIBIT A annexed hereto and made a part hereof, together with all registrations and recordings thereof and all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Copyright, including, without limitation, the agreements listed on EXHIBIT A annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Intellectual Property” shall have the meaning assigned to such term in Section 3 hereof.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses and Trademark Licenses.

“Patents” shall mean all patents and applications for patents of any Grantor, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said patents including, without limitation, the United States patents and patent applications listed on EXHIBIT B annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements listed on EXHIBIT B annexed hereto and made a part hereof.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Secured Obligations” shall mean, collectively, the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Guarantee), if any.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on EXHIBIT C annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, the agreements listed on EXHIBIT C annexed hereto and made a part hereof.

(b) **Rules of Interpretation.** The rules of interpretation specified in Sections 1.02 through 1.07 of the Credit Agreement shall be applicable to this Agreement.

Section 2. Grant of Security Interest. In furtherance and as confirmation of the Security Interest granted by the Grantors to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) under the Security Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, each of the Grantors hereby ratifies such Security Interest and grants to the Collateral Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “**IP Collateral**”):

- (a) All Copyrights and Copyright Licenses.
- (b) All Patents and Patent Licenses.
- (c) All Trademarks and Trademark Licenses.
- (d) All renewals of any of the foregoing.
- (e) All trade secrets, know-how and other proprietary information; internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing), indicia and other source and/or business identifiers, all of the goodwill related thereto, and all registrations and applications for registrations thereof; works of authorship and other copyright works (including copyrights for computer programs), all registrations and applications for registrations thereof, and all tangible and intangible property embodying the foregoing; inventions (whether or not patentable) and all improvements thereto; patent applications, together with all continuances, continuations, divisions, revisions, extensions, reissues, and reexaminations thereof; industrial design applications and registered industrial designs; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases, and other physical manifestations, embodiments or incorporations of any of the foregoing.
- (f) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof).
- (g) 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.
- (h) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- (i) All of the Grantors’ rights corresponding to any of the foregoing throughout the world.

Section 3. Protection of Intellectual Property By Grantors. Except as set forth below in this Section 3, each of the Grantors shall undertake the following with respect to each of the material items respectively described in Sections 2(a), (b), (c), (d), (e) and (f) (collectively, the “**Intellectual Property**”):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Grantors’ sole cost, expense, and risk, pursue the processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Grantors’ sole cost, expense, and risk, take any and all action which the Grantors reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Grantor shall have an obligation to use or to maintain any Intellectual Property (i) that relates solely to any product or service that has been discontinued, abandoned or terminated, or (ii) that has been replaced with Intellectual Property substantially similar to the Intellectual Property that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Intellectual Property does not materially adversely affect the validity of such replacement Intellectual Property and so long as such replacement Intellectual Property is subject to the Lien created by this Agreement.

Section 4. Grantors’ Representations and Warranties. In addition to any representations and warranties contained in any other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights and Copyright Licenses owned by such Grantor as of the date hereof.

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents and Patent Licenses owned by such Grantor as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks and Trademark Licenses owned by such Grantor as of the date hereof.

(d) Except as set forth in **EXHIBITS A, B and C**, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(e) All IP Collateral is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Permitted Encumbrances and Liens in favor of the Collateral Agent.

(f) Such Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted. No material claim has been asserted and is pending by any Person challenging or questioning the use by such Grantor of any of its Intellectual Property or the validity or effectiveness of any of its Intellectual Property, nor does such Grantor know of any valid basis for any such claim which could reasonably be expected to have a Material Adverse Effect, except as otherwise set forth in the Credit Agreement. Such Grantor considers that the use by such Grantor of the Intellectual Property does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of such Grantor.

(g) Such Grantor shall give the Collateral Agent prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) Such Grantor's obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(ii) Such Grantor's becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor (other than such Grantor's right to sell products containing the trademarks of others in the ordinary course of such Grantor's business).

(iii) Such Grantor's entering into any new Licenses with respect to the Intellectual Property.

(iv) Such Grantor's knowing, or having reason to know, that any application or registration relating to any material Intellectual Property may, other than as provided in Section 3 above, become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the PTO, the Copyright Office or any court or tribunal) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

Section 5. Agreement Applies to Future Intellectual Property.

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in subsections (i), (ii) and (iii) of Section 4(g), above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement. Upon the acquisition by any Grantor of any additional Intellectual Property, such Grantor shall deliver to the Collateral Agent an updated EXHIBIT A, B, and/or C (as applicable) to this Agreement and hereby

authorizes the Collateral Agent to file, at such Grantor's expense, such updated Exhibit as set forth in Section 5(b).

(b) Upon the reasonable request of the Collateral Agent, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; *provided, however*, the Collateral Agent's taking of such action shall not be a condition to the creation of the security interest created hereby.

Section 6. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, *provided, however, that*:

(a) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Following the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Grantors, may terminate or limit the Grantor's rights under this Section 6.

Section 7. Collateral Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure, within thirty (30) days of written notice from the Collateral Agent, to cure any failure by such Grantor to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

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

Section 8. Rights Upon Default. Upon the occurrence of an Event of Default, in addition to all other rights and remedies, the Collateral Agent may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of New York, with respect to the Intellectual Property, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

Section 9. Collateral Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, effective following the occurrence and during the continuance of any Event of Default, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any new or additional Intellectual Property of such Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Collateral Agent reasonably 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 Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a), but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantors for any act or omission to act, except for any act or omission to act as to which there is a final and nonappealable judgment made by a court of competent jurisdiction, which determination includes a specific finding that the subject act or omission to act has resulted from the gross negligence, bad faith or willful misconduct of the Collateral Agent.

Section 10. Collateral Agent's Rights. Any use by the Collateral Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement, the Credit Agreement and the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

Section 11. Intent. This Agreement is being executed and delivered by the Grantors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the IP Collateral with the PTO and the Copyright Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in limitation of, the Security Interest granted to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, under the Security Agreement. All provisions of the Security Agreement shall apply to the IP Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the IP Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

Section 12. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Collateral Agent may from time to

time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

Section 13. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, this Agreement and the security interest granted herein shall terminate when (i) the Commitments shall have expired or been terminated, (ii) the principal of and interest on each Revolving Credit Loan and all fees and other Secured Obligations (other than contingent indemnification obligations as to which no claims have been asserted) shall have been paid in full, (iii) all Letters of Credit shall have expired or terminated or been cash collateralized or backstopped by a letter of credit reasonably acceptable to the Administrative Agent and the L/C Issuer to the extent provided in the Credit Agreement, and (iv) all Letter of Credit Disbursements shall have been reimbursed, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination; *provided, however*, that the Credit Agreement, this Agreement, and the security interest granted herein shall be reinstated if at any time payment, or any part thereof, of any Secured Obligation is rescinded or must otherwise be restored by any Secured Party upon the bankruptcy or reorganization of any Grantor or any other Loan Party. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 13 shall be without recourse to, or warranty by, the Collateral Agent or any other Secured Party.

Section 14. CHOICE OF LAWS. IT IS INTENDED THAT ALL RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

LEAD BORROWER:

SOFA EXPRESS, INC.

By: _____

Name: K. Scott Pasquith

Title: Vice President and Chief Financial Officer

**COLLATERAL
AGENT:**

WELLS FARGO RETAIL FINANCE, LLC

By: _____

Name: Lynn S. Whitmore

Title: Senior Vice President

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

LEAD BORROWER:

SOFA EXPRESS, INC.

By: _____
Name: K. Scott Pasquith
Title: Vice President and Chief Financial Officer

**COLLATERAL
AGENT:**

WELLS FARGO RETAIL FINANCE, LLC


By:  _____
Name: Lynn S. Whitmore
Title: Senior Vice President

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyright Registrations and Applications

<u>Title</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
SOFA EXPRESS WEB SITE COPYRIGHT	SOFAX 031	TX 4815947	June 29, 1998

Copyright Licenses

None.

EXHIBIT B

List of Patents and Patent Licenses

Patents and Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
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None.

Patent Licenses

None.

EXHIBIT C

List of Trademarks and Trademark Licenses

Trademark Registrations and Applications

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date	Title
Sofa Express, Inc.	Trademark	USA	1,514,110	November 22, 1998	SOFA EXPRESS
Sofa Express, Inc.	Trademark	USA	2,061,372	May 13, 1997	THE EXPRESS WIZARD!
Sofa Express, Inc.	Trademark	USA	2,247,636	May 25, 1999	HERE TODAY, HOME TOMORROW
Sofa Express, Inc.	Trademark	USA	2,415,815	December 26, 2000	SOFA EXPRESS LEATHER
Sofa Express, Inc.	Trademark	USA	2,774,053	October 14, 2003	RECLINER EXPRESS
Sofa Express, Inc.	Trademark	USA	2,547,160	March 12, 2002	SMART SETS
Sofa Express, Inc.	Trademark	USA	2,630,867	October 8, 2002	SOFA X
Sofa Express, Inc.	Trademark	USA	2,736,168	July 15, 2003	VIVA SUEDE
Sofa Express, Inc.	Trademark	USA	2,877,634	August 24, 2004	SOFABILITIES
Sofa Express, Inc.	Trademark	USA	2,929,704	May 1, 2005	ALL PLUSH – NO MINUSES
Sofa Express, Inc.	Trademark	USA	3,142,799	September 12, 2006	EXPRESSORIES
Sofa Express, Inc.	Trademark	USA	3,179,695	December 5, 2006	SOFA EXPRESS AND MORE!
Sofa Express, Inc.	Trademark	USA	78/716,702	September 20, 2005	EXPRESSLY 4 KIDS
Sofa Express, Inc.	Trademark	USA	78/716,710	September 20, 2005	LIVING. DINING. DREAMING.

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date	Title
Sofa Express, Inc.	Trademark	USA	78/716,715	September 20, 2005	EXPRESSLY YOUR STYLE
Sofa Express, Inc.	Trademark	USA	78/716,722	September 20, 2005	YOUR STYLE. MORE SPACES.
Sofa Express, Inc.	Trademark	USA	78/716,727	September 20, 2005	MORE CHOICES FOR MORE SPACES
Sofa Express, Inc.	Trademark	USA	78/716,733	September 20, 2005	MORE SPACES TO EXPRESS YOURSELF
Sofa Express, Inc.	Trademark	USA	78/716,742	September 20, 2005	DESIGN SOLUTIONS. THE POSSIBILITIES ARE ENDLESS.
Sofa Express, Inc.	Trademark	USA	78/716,746	September 20, 2005	CIMPLY CINEMA
Sofa Express, Inc.	Trademark	USA	78/932,500	July 19, 2006	PLAYTIME
Sofa Express, Inc.	Trademark	USA	SM 68324	September 10, 1993	COMFORTCRAFT
Sofa Express, Inc.	Trademark	USA	RN219562	July 2, 1996	WEEKEND WAREHOUSE
Sofa Express, Inc.	Trademark	USA	1064175	January 28, 1999	THE LIVING ROOM
Sofa Connection, Inc.	Trademark	USA	2,477,109	August 14, 2001	SOFA CONNECTION

Trademark Licenses

None.

Schedule I

Borrowers

Sofa Express, Inc.

Schedule II

Guarantors

None.