

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
Clayton-Marcus Company, Inc.		10/05/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	401 Merritt 7		
Internal Address:	General Electric Capital Corporation		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1456541	BARCLAY	
Registration Number:	1660847	BARCLAY	
Registration Number:	1627170	CLAYTON MARCUS	
Registration Number:	1150447	CLAYTON MARCUS AT HOME WITH AMERICA	
Registration Number:	2973870	COLOR STUDIO	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-951-8084		
Email:	ashley.scibelli@bingham.com		
Correspondent Name:	Ashley B. Scibelli		
Address Line 1:	150 Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02129		

OP \$140.00 1456541

900088662

TRADEMARK
REEL: 003634 FRAME: 0964

NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/Ashley B. Scibelli/
Date:	10/05/2007
Total Attachments: 6 source=TM Agt (GECC)#page1.tif source=TM Agt (GECC)#page2.tif source=TM Agt (GECC)#page3.tif source=TM Agt (GECC)#page4.tif source=TM Agt (GECC)#page5.tif source=TM Agt (GECC)#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 5, 2007, by and among the Grantors identified as such on the signature pages hereof (each, 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 September 6, 2007 by and among 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, the "Borrowers"), Grantors, the other Credit Parties from time to time party thereto, Agent and Lenders (including all annexes, exhibits and 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 the Borrowers;

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 hereof (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

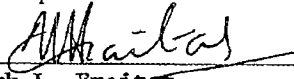
(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any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

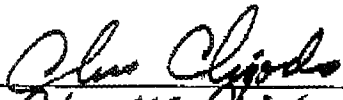
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CLAYTON-MARCUS COMPANY, INC.
a Delaware corporation

By: 
Name: **Mark L. Freitas**
Title: **CFO, Treasurer, Secretary**

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Charles Quiso
Title: Duly Authorized Signatory

Signature Page to CMC Trademark Security Agreement (DE)

STATE OF Virginia)
)SS.
COUNTY OF Roanoke)

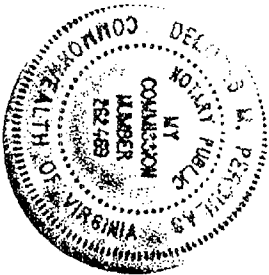
I, Delores M Peroulas, a notary public of the county and state aforesaid, certify that Mark L. Freitas, personally came before me this day and acknowledged that he is the Chief Financial Officer, Treasurer and Secretary of Clayton-Marcus Company, Inc., a Delaware corporation, and that he, as Chief Financial Officer, Treasurer and Secretary, being authorized to do so, executed the foregoing Trademark Security Agreement on behalf of the corporation.

Witness my hand and official seal this the _____ day of October, 2007

[STAMP/SEAL]

Delores M Peroulas
NOTARY PUBLIC

My Commission Expires: 11-30-10



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

**CLAYTON MARCUS COMPANY, INC.
TRADEMARKS/SERVICE MARKS**

Mark	Country	Serial # / Registration #	Status
BARCLAY	US	73/547,103 / 1,456,541	Registered/ Drop
BARCLAY	US	74/083,275 / 1,660,847	Registered
CLAYTON MARCUS	US	74/033,208 / 1,627,170	Registered
CLAYTON MARCUS AT HOME WITH AMERICA (stylized) Clayton Marcus <i>at home with America</i>	US	73/169,561 / 1,150,447	Registered
COLOR STUDIO	US	78/308162 / 2973870	Registered