TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Pledge and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Collateral Agent		11/16/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York, as Collateral Agent
Street Address:	600 E. Las Colinas Blvd., Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1932301	MOTION WORKS
Registration Number:	1363686	COMFORT GALLERY
Registration Number:	0892025	FEATHER-GLIDE
Registration Number:	0995287	B BERKLINE
Registration Number:	2353516	WHISPER MASSAGE
Registration Number:	2973552	SILVER SCREEN
Registration Number:	2772957	FEEL GOOD
Registration Number:	2552185	A NEW ATTITUDE IN RECLINERS
Registration Number:	2492491	IF ANYONE DESERVES IT, YOU DO
Registration Number:	2180002	ROOMSOLUTIONS
Registration Number:	1687892	COMFORT REST
Registration Number:	1461937	TOUCH-MOTION
Registration Number:	1093015	LIV-IN-ROOM
Registration Number:	1164671	WALLAWAY

CH $715.00 1932301

Registration Number:	3213065	MODERN MOVES
Registration Number:	2014506	BC BENCHCRAFT
Registration Number:	1531265	BENCHCRAFT
Registration Number:	2016466	BC
Registration Number:	1519853	POSTURE CRAFT
Registration Number:	1292920	BENCHCRAFT
Registration Number:	1441238	ZERO PROXIMITY
Registration Number:	2296928	NATURAL ELEMENTS
Registration Number:	1924640	FEATHERLUX
Registration Number:	1444177	BENCHCRAFT
Registration Number:	2538526	BENCHXPRESS
Registration Number:	1465505	HIDDENLOUNGER
Serial Number:	76294006	RECLINEABILITIES
Registration Number:	1528723	BENCHCRAFT

CORRESPONDENCE DATA

Fax Number: (312)660-0471

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-861-6371

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 200 E. Randolph Drive

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	39988-17 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	11/19/2007

Total Attachments: 12

source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page1.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page2.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page3.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page4.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page5.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page6.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page7.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page8.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page9.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page10.tif

source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page11.tif
source=Berkline IP Assignment of Pledge and Security Agreement EXECUTED#page12.tif

ASSIGNMENT OF PLEDGE AND SECURITY AGREEMENT

THIS ASSIGNMENT OF PLEDGE AND SECURITY AGREEMENT (this "Assignment") is made and entered into as of November 16, 2007 ("Effective Date") by **General Electric Capital Corporation**, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement), a Delaware corporation, with an address at 201 Merritt 7, P.O. Box 5201, Norwalk, Connecticut 06856-1056 ("Assignor"), in favor of **The Bank of New York**, a New York corporation, as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement) with an office at 600 E. Las Colinas Blvd., Suite 1300, Irving, Texas 75039 ("Assignee").

WHEREAS, Berkline/Benchcraft, LLC, a Delaware limited liability company (the "Company"), Berkline/Benchcraft Holdings, LLC, a Delaware limited liability company ("Holdings", and together with the Company, the "Grantors"), certain Subsidiaries of the Company, as Guarantors (the "Guarantors"), the Lenders party thereto from time to time (the "Lenders"), Goldman Sachs Credit Party L.P., as Syndication Agent, and Assignor are parties to that certain Pledge and Security Agreement, dated as of November 3, 2004, as amended, restated, supplemented or otherwise modified from time to time (the "Pledge and Security Agreement");

WHEREAS, Berkline/BenchCraft, LLC, a Delaware limited liability company (the "Company"), Berkline/Benchcraft Holdings, LLC, a Delaware limited liability company ("Holdings"), as a Guarantor, Certain Subsidiaries of Company, as Guarantors, the Lenders party thereto from time to time, Goldman Sachs Credit Partners L.P. ("GSCP"), as Sole Lead Arranger, Sole Bookrunner, and as Sole Syndication Agent (in such capacities, "Syndication Agent"), and General Electric Capital Corporation ("GECC"), as Administrative Agent (together with its permitted successors in such capacity, "Administrative Agent") and as Collateral Agent for the benefit of the Secured Parties (together with its permitted successors in such capacity, "Collateral Agent") entered into that certain Amended and Restated Credit and Guaranty Agreement dated as of May 9, 2007, as amended, restated, supplemented or otherwise modified from time to time (the "Credit Agreement").

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors granted a security interest and continuing lien on all of Grantors' right, title and interest, in, to and under all Intellectual Property, including Copyrights, Patents, Patent Licenses, Trademarks, Trademark Licenses, Trade Secrets and Trade Secret Licenses (as defined in the Pledge and Security Agreement) set forth in Schedule A (the "Intellectual Property Collateral");

WHEREAS, the Pledge and Security Agreement was recorded in the United States Patent and Trademark Office ("PTO") on November 11, 2004 at Reel/Frame 2974/0097 and Reel/Frame 2974/0164 with respect to Trademarks;

WHEREAS, the Pledge and Security Agreement was recorded in the PTO on November 11, 2004 at Reel/Frame 015348/0486 and Reel/Frame 015348/0550 with respect to Patents;

WHEREAS, the Pledge and Security Agreement was recorded in the United States Copyright Office on November 19, 2004 at Volume 3517, Doc. 783 and Volume 3517, Doc. 784 with respect to Copyrights;

WHEREAS, certain of Assignor's rights and obligations with respect to the Pledge and Security Agreement (including, without limitation all Intellectual Property Collateral therefor) have been assigned to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers sets over, grants and conveys to Assignee all of Assignor's right, title and interest in and to the Pledge and Security Agreement and the security interest in the Intellectual Property Collateral granted thereunder.

* * * * *

TRADEMARK
REEL: 003664 FRAME: 0044

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

Name: Patrick Hayes
Authorized Signatory

Title: _____

THE BANK OF NEW YORK, as Collateral Agent

_____

Name: _____

Title: _____

Signature Page to Assignment of Pledge and Security Agreement

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

_____

Name: _____

Title: _____

THE BANK OF NEW YORK, as Collateral Agent

_____

Name: ROBERT D KINGSTON

Title: VICE PRESIDENT

Signature Page to Assignment of Pledge and Security Agreement

SCHEDULE A

Copyrights

Owner	Country	Title	Reg. No. and Date	Deposit/ Limitation
Berkline Corporation	U.S.	Put a little comfort in your life.	SRu473851 11/13/01	CD
Berkline Corporation	U.S.	Put a little comfort in your life.	PAu2662029 11/13/01	CD

Patents

Owner[1]	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
BENCHCRAFT PATENTS				
Benchcraft, LLC	Sofa having upswept arms	U.S.	D518,305 04/04/06	29/206698 06/02/04
Benchcraft, LLC	Sofa having a curved backrest	U.S.	D532,987 12/05/06	29/212857 09/09/04
Benchcraft, LLC	Seat	U.S.	D487,978 04/06/04	29/158565 04/08/02
Benchcraft, LLC	Seat	U.S.	D470,674 02/25/03	29/158563 04/08/02
Benchcraft, LLC	Seat	U.S.	D470,671 02/25/03	29/158568 04/08/02
Benchcraft, LLC	Seat	U.S.	D468,545 01/14/03	29/158564 04/08/02
Benchcraft, LLC	Seat	U.S.	D449,463 10/23/01	29/121800 04/13/00
Benchcraft, LLC[2]	Print indicia and address label sheet	U.S.	D448,404 09/25/01	29/122322 04/25/00

[1] Record owner in applicable government patent office.

[2] Missing Assignment from "Avery Dennison Corporation" to "Universal Furniture Industries, Inc." in title history.

TRADEMARK
REEL: 003664 FRAME: 0047

Owner[1]	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
Benchcraft, LLC	Seat	U.S.	D441,979 05/15/01	29/122332 04/21/00
Benchcraft, LLC	Seat	U.S.	D441,552 05/08/01	29/132547 11/09/00
Benchcraft, LLC	Seat	U.S.	D402,818 12/22/98	29/067853 02/27/97
Benchcraft, LLC	Chair	U.S.	D400,719 11/10/98	29/067895 02/27/97
Benchcraft, LLC	Seat	U.S.	D400,024 10/27/98	29/067762 02/27/97
Benchcraft, LLC	Seat	U.S.	D383,325 09/09/97	29/033394 01/11/95
Benchcraft, LLC	Seat	U.S.	D382,720 08/26/97	29/054128 05/07/96
Benchcraft, LLC	Sofa	U.S.	D382,416 08/19/07	29/052050 03/22/96
Benchcraft, LLC	Sofa	U.S.	D381,527 07/29/97	29/053035 04/10/96
Benchcraft, LLC	Sofa	U.S.	D381,220 07/22/97	29/052102 03/22/96
Benchcraft, LLC	Sofa	U.S.	D381,219 07/22/97	29/052080 03/22/96
Benchcraft, LLC	Sofa	U.S.	D381,218 07/22/97	29/052051 03/22/96
Benchcraft, LLC	Seat	U.S.	D380,912 07/15/97	29/044267 09/21/95
Benchcraft, LLC	Seat	U.S.	D379,723 06/10/97	29/043399 09/01/95
Benchcraft, LLC	Seat	U.S.	D379,565 06/03/97	29/043411 09/01/95
Benchcraft, LLC	Sofa	U.S.	D370,362 06/04/96	29/003194 01/05/93
Benchcraft, LLC	Seat	U.S.	D366,777 02/06/96	29/018915 02/17/94

TRADEMARK
REEL: 003664 FRAME: 0048

Owner[1]	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
Benchcraft, LLC	Sofa	U.S.	D365,940 01/09/96	29/011152 07/28/93
Benchcraft, LLC	Sofa	U.S.	D365,939 01/09/96	29/873084 04/22/92
Benchcraft, LLC	Sectional Sofa	U.S.	D365,450 12/26/95	29/011153 07/28/93
Benchcraft, LLC	Seat	U.S.	D365,215 12/19/95	29/018910 02/17/94
Benchcraft, LLC	Sectional Sofa	U.S.	D355,532 02/21/95	07/918387 07/21/92
Benchcraft, LLC	Recliner	U.S.	D351,509 10/18/94	07/918385 07/21/92
Benchcraft, LLC	Sofa	U.S.	D349,613 08/16/94	07/899567 06/16/92
Benchcraft, LLC	Seat	U.S.	D347,335 05/31/94	07/918384 07/21/92
Benchcraft, LLC	Seat	U.S.	D346,506 05/03/94	07/920222 07/24/92
Benchcraft, LLC	Seat	U.S.	D346,505 05/03/94	07/920212 07/24/92
Benchcraft, LLC	Sofa	U.S.	D344,862 03/08/94	07/904530 06/24/92
Benchcraft, LLC	Sofa	U.S.	D343,742 02/01/94	07/873081 04/22/92
BERKLINE U.S. PATENTS				
TBC Acquisition, LLC	Electrical control unit for massaging apparatus	U.S.	D410,748 06/08/99	29/089538 06/17/98
TBC Acquisition, LLC	Sofa	U.S.	D374,132 10/01/96	29/039503 05/26/95
Berkline, LLC	Sofa	U.S.	D525,803 08/01/06	29/228138 04/20/05

TRADEMARK
REEL: 003664 FRAME: 0049

Owner[1]	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date
BERKLINE FOREIGN PATENTS				
Berkline Corporation[3]	Seat Arm With Concealed Table	Canada		2071142 06/12/92
Berkline Corporation	Chaise Lounge Recliner Chair	Canada	2053696 09/26/95	2053696 10/18/91
Berkline Corporation	Convertible Sofa	Canada	2051744 05/31/94	2051744 09/18/91

Patent Licenses

There are 2 Licenses with Leggett & Platt.

(i) Provisional Patent on an Ottoman Recliner

(ii) License to use their Tri-Fold Sleeper Mechanism/Sofa Sleeper Deck with Welded Grid Panels. U.S. Patent No. 5,414,871

Trademarks

Owner[4]	Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
BERKLINE U.S. TRADEMARKS				
Berkline, LLC	MOTION WORKS	U.S.	74/499,489 03/14/94	1,932,301 10/31/95
Berkline, LLC	COMFORT GALLERY	U.S.	73/531,177 04/08/85	1,363,686 10/01/85
Berkline, LLC	FEATHER GLIDE	U.S.	72/333,086 07/22/69	0,892,025 06/02/70
Berkline, LLC	B BERKLINE	U.S.	72/456,486 05/04/73	0,995,287 10/08/74

[3] This entity is a predecessor entity of Berkline/BenchCraft, LLC (the assets of this company were bought by Holdings in connection with the 2002 Asset Purchase Agreement with Universal Furniture Limited and Lifestyle Furnishings International).

[4] Record owner in applicable government trademark office.

TRADEMARK
REEL: 003664 FRAME: 0050

Owner[4]	Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
Berkline, LLC	WHISPER MASSAGE	U.S.	75/662,605 03/18/99	2,353,516 05/30/00
Berkline, LLC	SILVER SCREEN	U.S.	78/279,034 07/25/03	2,973,552 7/19/05
Berkline, LLC	FEEL GOOD	U.S.	76/193,724 01/12/01	2,772,957 10/14/03
Berkline, LLC	A NEW ATTITUDE IN RECLINERS	U.S.	76/148,234 10/17/00	2,552,185 03/26/02
Berkline, LLC	IF ANYONE DESERVES IT, YOU DO	U.S.	76/132,774 09/21/00	2,492,491 09/25/01
Berkline, LLC	ROOMSOLUTIONS	U.S.	75/210,074 12/09/96	2,180,002 08/11/98
Berkline, LLC	COMFORT REST	U.S.	74/113,263 11/07/90	1,687,892 05/12/92
Berkline, LLC	TOUCH-MOTION	U.S.	73/641,443 01/27/87	1,461,937 10/20/87
Berkline, LLC	LIV-IN-ROOM	U.S.	73/112,562 01/17/77	1,093,015 06/06/78
Berkline, LLC	WALLAWAY	U.S.	73/260,001 05/20/80	1,164,671 08/11/81
BENCHCRAFT U.S. TRADEMARKS				
Benchcraft, LLC	MODERN MOVES	U.S.	78/869,650 04/26/06	3,213,065 2/27/07
Benchcraft, LLC	BC BENCHCRAFT	U.S.	74/662,679 04/17/95	2,014,506 11/05/96
Benchcraft, LLC	BENCHCRAFT	U.S.	73/717,469 03/18/88	1,531,265 03/21/89
Benchcraft, LLC	BC	U.S.	74/662,678 04/17/95	2,016,466 11/12/96
Benchcraft, LLC	BENCHCRAFT	U.S.	73/717,468 03/18/88	1,528,723 03/07/89
Benchcraft, LLC	POSTURE CRAFT	U.S.	73/704,928 01/11/88	1,519,853 01/10/89

TRADEMARK
REEL: 003664 FRAME: 0051

Owner[4]	Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
Benchcraft, LLC	BENCHCRAFT	U.S.	73/426,948 05/23/83	1,292,920 09/04/84
Benchcraft, LLC	ZERO PROXIMITY	U.S.	73/625,577 10/16/86	1,441,238 06/02/87
Benchcraft, LLC	RECLINEABILITIES	U.S.	76/294,006 08/02/01	2,478,222 08/05/03
Benchcraft, LLC	NATURAL ELEMENTS	U.S.	75/459,666 03/31/98	2,296,928 11/30/99
Benchcraft, LLC	FEATHERLUX	U.S.	74,443,136 10/01/93	1,924,640 10/03/95
Benchcraft, LLC	BENCHCRAFT	U.S.	73/629,186 11/07/86	1,444,177 06/23/87
Benchcraft, LLC	BENCHXPRESS	U.S.	75/698,733 05/05/99	2,538,526 02/12/02
Benchcraft, LLC	HIDDENLOUNGER	U.S.	73/656,421 04/20/87	1,465,505 11/17/87
BERKLINE FOREIGN TRADEMARKS				
Berkline, LLC	B BERKLINE & DESIGN	Argentina		1,725,426
Berkline, LLC	B BERKLINE & DESIGN	Bolivia		74134-C
Berkline, LLC	B BERKLINE	Brazil		819978418
Berkline, LLC	A NEW ATTITUDE IN RECLINERS	Canada	109943400 04/12/01	TMA595889 11/27/03
Berkline, LLC	IF ANYONE DESERVES IT, YOU DO	Canada	109675600 03/21/01	TMA5907771 09/25/03
TBC Acquisition, LLC	MOTION WORKS	Canada	0769651 11/29/94	TMA469235 01/21/97
Berkline, Inc.	ROCK-A-LOUNGER	Canada	028466100 09/21/64	TMA143879 02/11/66
Berkline, LLC	WHISPER MASSAGE	Canada	088972600 09/09/98	TMA54771 07/06/01
Berkline, Inc.	COMFORT GALLERY	Canada	069926700 02/19/92	TMA406999 01/15/93

TRADEMARK
REEL: 003664 FRAME: 0052

Owner[4]	Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
Berkline, Inc.	FEATHER-GLIDE	Canada	047212700 07/02/81	TMA270362 06/18/92
Berkline, Inc.	BERKLINE & DESIGN	Canada	036799100 08/21/73	TMA211046 01/06/76
Berkline, Inc.	BERKLINE	Canada	027906300 11/23/63	TMA135923 05/22/64
Berkline, LLC	FEEL GOOD	Canada	110919600 07/11/01	TMA590763 09/25/03
Berkline, Inc.	GALLERIE DU CONFORT	Canada	069926600 02/19/92	TMA410916 04/09/93
Berkline, LLC.	B BERKLINE & DESIGN	Chile		457,498
Berkline, LLC.	BERKLINE	China		1320377
Berkline, LLC.	BERKLINE	CTM	438663 01/06/97	438663 01/25/99
Berkline, LLC.	B BERKLINE	France	INP1648550 12/15/82	1221892
Berkline, LLC.	B BERKLINE & DESIGN	Paraguay		217455
Berkline, LLC.	B BERKLINE & DESIGN	South Africa		73/3306
Berkline, LLC.	BERKLINE	Thailand		KOR95595
Berkline, LLC.	BERKLINE	Turkish Republic Of North Cyprus		000438663
Berkline, LLC.	WALLAWAY	UK	1071787 12/10/76	1071787
Berkline, LLC.	B BERKLINE & DESIGN	Uruguay		296,826
BENCHCRAFT FOREIGN TRADEMARKS				
Universal Furniture, Ltd.	BENCHCRAFT & Design	Austria	383792 08/04/92	144615 08/04/92
Universal Furniture, Ltd.	BENCHCRAFT	Italy	6468 99RM 12/17/99	894367 06/04/03
Benchcraft, LLC	BENCHCRAFT	Macau	12273M	021066 09/09/97

TRADEMARK
REEL: 003664 FRAME: 0053

Owner[4]	Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
Universal Furniture, Ltd.	BENCHCRAFT	Mexico	200012 05/25/94	473505 09/14/94
Benchcraft, LLC	BENCHCRAFT	Saudi Arabia	99120430	
Universal Furniture, Ltd.	BENCHCRAFT & Design	South Korea	93023114	
Universal Furniture, Ltd.	BENCHCRAFT & Design	Taiwan	81039363	
Universal Furniture Limited t/a Benchcraft Furniture	BENCHCRAFT & Design	UK		2197536 12/10/99

Trademark Licenses

(i) There is a right to use the name Hideaway.

(ii) There is a Trademark License with Furnico Inc. in the United Kingdom.

(iii) There is a Trademark License with Integral Furniture in Australia.

(iv) There is a Trademark License with BenchCraft Australia.

Trade Secret Licenses

None

Intellectual Property Exceptions

None