

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
Berkline, LLC		03/19/2008	LIMITED LIABILITY COMPANY: DELAWARE
Benchcraft, LLC		03/19/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, LLC, as Collateral Agent		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 29			
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	
Serial Number:	78279034	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	

OP \$740.00 1932301

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TRADEMARK
REEL: 003768 FRAME: 0628

Registration Number:	1093015	LIV-IN-ROOM
Registration Number:	1164671	WALLAWAY
Serial Number:	77355033	TOUCHMOTION
Registration Number:	2014506	BC BENCHCRAFT
Registration Number:	1531265	BENCHCRAFT
Registration Number:	2016466	BC
Registration Number:	1528723	BENCHCRAFT
Registration Number:	1519853	POSTURE CRAFT
Registration Number:	1292920	BENCHCRAFT
Registration Number:	1441238	ZERO PROXIMITY
Registration Number:	2296928	NATURAL ELEMENTS
Serial Number:	76294006	RECLINEABILITIES
Registration Number:	1924640	FEATHERLUX
Registration Number:	1444177	BENCHCRAFT
Registration Number:	2538526	BENCHXPRESS
Registration Number:	1465505	HIDDENLOUNGER
Registration Number:	3213065	MODERN MOVES

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com
 Correspondent Name: Sharon Patterson
 Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
 Address Line 2: Ste. 3300
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.173
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	04/29/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of March, 2008, among each Grantor listed on the signature page hereof (each a "Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company ("Foothill"), in its capacity as a collateral agent for the Lender Group and the Bank Product Provider (in such capacity, together with its permitted successors and assigns, if any, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 19, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Berkline/BenchCraft, LLC, a Delaware limited liability company ("Berkline/BenchCraft"), Berkline, LLC, a Delaware limited liability company ("Berkline"), BenchCraft, LLC, a Delaware limited liability company ("BenchCraft"), Blue Mountain Trucking Corporation, a Mississippi corporation ("Blue Mountain"), BenchCraft International Sourcing, Inc., a Delaware corporation ("Sourcing"; collectively with Berkline/BenchCraft, Berkline, BenchCraft and Blue Mountain each a "Borrower" and collectively the "Borrowers"), Berkline/BenchCraft Holdings, LLC, a Delaware limited liability company, the lenders from time to time party thereto as "Lenders" ("Lenders"), Foothill, as a lender, arranger and administrative agent for the Lenders (in such capacity, together with its permitted successors and assigns, if any, "Administrative Agent"), the Canadian collateral agent and Collateral Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor and certain of their affiliates shall have executed and delivered to Collateral Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated as of March 19, 2008 (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, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of Lender Group and the Bank Product Provider, 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 the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest (subject to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (other than Excluded Property, including any "intent to use" trademark applications until such time as a verified statement of use is filed with, and accepted by, the United States Patent and Trademark Office or the applicable equivalent thereof) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those Trademarks referred to on Schedule I hereto, all renewals thereof, and all goodwill of the business symbolized by its Trademarks and connected therewith;

(b) all of its rights to sue for past, present and future infringements and dilutions of its Trademarks; and

(c) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The applicable Grantor shall give notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 6(g)(iv) of the Security Agreement. Without limiting any Grantor's obligations under this Section 4, each Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full (as defined in the Security Agreement) of the Obligations in accordance with the provisions of the Credit Agreement

and termination or expiration of the Commitments, Collateral Agent shall promptly, at such Grantor's expense, execute, acknowledge and deliver to such Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Upon the sale or disposition of any Trademark Collateral, the Security Interest in such Trademark Collateral shall be automatically released and terminated to the extent such sale or disposition is expressly permitted under the Credit Agreement, and at such time, Collateral Agent will authorize the filing of appropriate termination statements to terminate such Security Interest.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[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.

BERKLINE, LLC, a Delaware limited liability company

By: 
Name: C. William Wittenberg
Title: President

BENCHCRAFT, LLC, a Delaware limited liability company

By: 
Name: C. William Wittenberg
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, as Collateral Agent

By: _____
Name: Samantha Alexander
Title: Vice President

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.

BERKLINE, LLC, a Delaware limited liability company

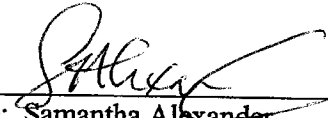
By: _____
Name: C. William Wittenberg
Title: President

BENCHCRAFT, LLC, a Delaware limited liability company

By: _____
Name: C. William Wittenberg
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, as Collateral Agent

By:  _____
Name: Samantha Alexander
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner ¹	Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
BERKLINE 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 04/88/85	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	0995,287 10/08/74
Berkline, LLC	WHISPER MASSAGE	U.S.	75/662,605 03/18/99	2,353,516 05/30/00
Berkline, LLC	SILVER GREEN	U.S.	78/279,034 07/25/03	
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	1,461,937

¹ Record owner in applicable government trademark office.

Owner ¹	Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
			01/27/87	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
Berkline, LLC	TOUCHMOTION	U.S.	77/355,033 12/18/07	
BENCHCRAFT TRADEMARKS				
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
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	1441,238 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

Owner ¹	Mark	Country	Serial No./ Filing Date	Reg. No./ Registered
Benchcraft, LLC	BENCHXPRESS	U.S.	75/698,733 05/5/99	2,538,526 02/12/02
Benchcraft, LLC	HIDDENLOUNGER	U.S.	73/656,421 04/20/87	1,465,505 11/17/87
Benchcraft, LLC	Modern Moves	U.S.	78/869,650 04/26/06	3,213,065 02/27/07

Trademark Licenses

There is a right to use the name Hideaway.

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

There is a Trademark License with Integral Furniture in Australia.