

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LA-Z-BOY INCORPORATED		07/15/2008	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Administrative Agent		
<b>Street Address:</b>	150 S. Wacker Drive, Suite 2200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77463294	CARRIAGE HOUSE	
Serial Number:	77408149	ECOCOMFORT	
Serial Number:	77412530	EASY STREET	
Serial Number:	77420951	AMERICAN JOURNAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-815-2231		
<b>Email:</b>	carolfraser@paulhastings.com		
<b>Correspondent Name:</b>	Carol Fraser, Corporate Paralegal		
<b>Address Line 1:</b>	600 Peachtree Street, NE, Suite 2400		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Carol Fraser		
<b>Signature:</b>	//Carol Fraser//		

CH \$115.00 77463294

Date:

07/18/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of July, 2008, between La-Z-Boy Incorporated, a Michigan corporation ("Grantor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), in its capacity as administrative agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 6, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among La-Z-Boy Incorporated, a Michigan corporation ("Parent"), the Subsidiaries of Parent party thereto (each, a "Subsidiary Borrower" and collectively, the "Subsidiary Borrowers", and, together with Parent, each, a "Borrower" and, collectively, "Borrowers"), the lenders who are or may become a party thereto from time to time (the "Lenders") and Administrative Agent, Administrative Agent and the Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection therewith, Grantor and the Subsidiary Borrowers executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of February 6, 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, Grantor and the Subsidiary Borrowers were required to and did execute and deliver to Administrative Agent, for the benefit of the Secured Parties, that certain Trademark Security Agreement dated as of February 6, 2008 (the "Closing Date Trademark Security Agreement");

WHEREAS, pursuant to the Closing Date Trademark Security Agreement, Grantor and the Subsidiary Borrowers are required to provide notice of any new trademark rights;

WHEREAS, Grantor has notified the Administrative Agent that it has filed new trademark applications; and

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, 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 or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing 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 the Trademarks listed on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor (as defined in the Security Agreement) to the Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. 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 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 other electronic transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark


Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference in this Trademark Security Agreement to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained in this Trademark Security Agreement shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

**LA-Z-BOY INCORPORATED**, a Michigan corporation,

By: \_\_\_\_\_

  
Name: Louis M. Riccio, Jr.  
Title: Senior Vice President &  
Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED**  
**BY:**

**WACHOVIA CAPITAL FINANCE**  
**CORPORATION (CENTRAL)**, as  
Administrative Agent

By: \_\_\_\_\_

Name: Dan Laven  
Title: Vice President

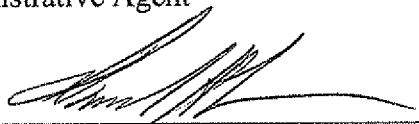
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**LA-Z-BOY INCORPORATED**, a Michigan corporation

By: \_\_\_\_\_  
Name: Louis M. Riccio, Jr.  
Title: Senior Vice President &  
Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED**  
**BY:**

**WACHOVIA CAPITAL FINANCE**  
**CORPORATION (CENTRAL)**, as  
Administrative Agent

By:   
Name: Dan Laven  
Title: Vice President

SCHEDULE I  
TRADEMARKS

<u>TITLE</u>	<u>SERIAL #</u>	<u>FILING DATE</u>
CARRIAGE HOUSE	77/463,294	5/1/2008
ECOCOMFORT	77/408,149	2/28/2008
EASY STREET	77/412,530	2/28/2008
AMERICAN JOURNAL	77/420951 CASE NUMBER 1202T-200439/US	3/13/2008