

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
LA-Z-BOY INCORPORATED		05/29/2009	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Administrative Agent		
Street Address:	150 S. Wacker Drive, Suite 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77561033	COMFORTTOUCH	
Serial Number:	77588457	LA Z BOY	
Serial Number:	77665133	AMERICAN HEARTLAND	
Serial Number:	77565659	ROSECROFT	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-2231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Corporate Paralegal		
Address Line 1:	600 Peachtree Street, NE		
Address Line 2:	Paul Hastings Janofsky & Walker LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Carol Fraser		
Signature:	//Carol Fraser//		

CH \$115.00 77561033

Date:

06/04/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of May, 2009, 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**

TRADEMARK	OWNER	CASE NO.	SERIAL NO.	FILING DATE
ComfortTouch (La-Z-Boy Incorporated)	La-Z-Boy Incorporated	1202T-200447	77561033	9/3/2008
ROSECROFT (Kincaid)	La-Z-Boy Incorporated	1202T-200448	77565659	9/9/2008
LA Z BOY	La-Z-Boy Incorporated		77588457	10/8/2008
AMERICAN HEARTLAND	La-Z-Boy Incorporated		77665133	2/6/09