

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Brook Furniture Rental, Inc.</td> <td></td> <td>07/30/2009</td> <td>CORPORATION: ILLINOIS</td> </tr> <tr> <td>RWC Leasing Corp.</td> <td></td> <td>07/30/2009</td> <td>CORPORATION: ILLINOIS</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Brook Furniture Rental, Inc.		07/30/2009	CORPORATION: ILLINOIS	RWC Leasing Corp.		07/30/2009	CORPORATION: ILLINOIS	
Name	Formerly	Execution Date	Entity Type										
Brook Furniture Rental, Inc.		07/30/2009	CORPORATION: ILLINOIS										
RWC Leasing Corp.		07/30/2009	CORPORATION: ILLINOIS										
RECEIVING PARTY DATA													
Name:	General Electric Capital Corporation												
Street Address:	500 West Monroe Street												
City:	Chicago												
State/Country:	ILLINOIS												
Postal Code:	60661												
Entity Type:	CORPORATION: NEW YORK												
PROPERTY NUMBERS Total: 3													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77729461</td> <td>WE SIMPLIFY CHANGE</td> </tr> <tr> <td>Serial Number:</td> <td>77729450</td> <td>BROOK</td> </tr> <tr> <td>Serial Number:</td> <td>77729431</td> <td>BROOK FURNITURE CLEARANCE CENTER</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Serial Number:	77729461	WE SIMPLIFY CHANGE	Serial Number:	77729450	BROOK	Serial Number:	77729431	BROOK FURNITURE CLEARANCE CENTER	
Property Type	Number	Word Mark											
Serial Number:	77729461	WE SIMPLIFY CHANGE											
Serial Number:	77729450	BROOK											
Serial Number:	77729431	BROOK FURNITURE CLEARANCE CENTER											
CORRESPONDENCE DATA													
Fax Number:	(202)408-3141												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	800-927-9801 x2348												
Email:	jpaterso@cscinfo.com												
Correspondent Name:	Corporation Service Company												
Address Line 1:	1090 Vermont Avenue NW, Suite 430												
Address Line 2:	Attn: Jean Paterson												
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005												
ATTORNEY DOCKET NUMBER:	084006												
NAME OF SUBMITTER:	Jean Paterson												

CH \$90.00 77729461

900139918

TRADEMARK
REEL: 004035 FRAME: 0229

Signature:	/Jean Paterson/
Date:	07/31/2009
Total Attachments: 9 source=7-31-09 Brook Furniture Rental-TM#page1.tif source=7-31-09 Brook Furniture Rental-TM#page2.tif source=7-31-09 Brook Furniture Rental-TM#page3.tif source=7-31-09 Brook Furniture Rental-TM#page4.tif source=7-31-09 Brook Furniture Rental-TM#page5.tif source=7-31-09 Brook Furniture Rental-TM#page6.tif source=7-31-09 Brook Furniture Rental-TM#page7.tif source=7-31-09 Brook Furniture Rental-TM#page8.tif source=7-31-09 Brook Furniture Rental-TM#page9.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BROOK FURNITURE RENTAL, INC.
 100 Field Drive Suite 220
 Lake Forest, IL 60045

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Illinois
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 30, 2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: GENERAL ELECTRIC CAPITAL CORPORATION

Internal _____

Address: _____

Street Address: 500 West Monroe Street

City: Chicago

State: IL

Country: U.S.A. Zip: 60661

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE SCHEDULE II ATTACHED TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

B. Trademark Registration No.(s)

SEE SCHEDULE II ATTACHED TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE SCHEDULE II ATTACHED TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Loeb & Loeb LLP, attn: Loukia Harris, Paralegal

Internal Address: _____

Street Address: 345 Park Avenue

City: New York

State: NY Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

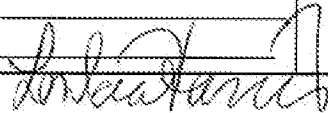
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



July 31, 2009

Signature

Date

Loukia Harris

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

ADDITIONAL CONVEYING PARTIES:

RWC LEASING CORP.
100 Field Drive Suite 220
Lake Forest, IL 60045
- an Illinois corporation

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 30, 2009, is made by BROOK FURNITURE RENTAL, INC., an Illinois corporation and RWC LEASING CORP., an Illinois corporation (each, individually, a "Grantor" and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 30, 2004 by and between Grantors and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantors; and

WHEREAS, Lender is willing to continue to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender this Intellectual Property 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:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

- (f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto and as except as provided in that certain Intellectual Property Security Agreement dated as of June 30, 2004 between Grantors and Lender. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect Lender's Lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Each Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

- (a) Such Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.
- (b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, each Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

- (c) Each Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.
- (d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantors shall notify Lender promptly after any Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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

BROOK FURNITURE RENTAL INC.

By: [Signature]
Name: ROBERT W. CHRISTOPHERS, JR.
Title: CEO

RWC LEASING CORP.

By: [Signature]
Name: ROBERT W. CHRISTOPHERS, JR.
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]
Name: Jack F. Moore
Title: Duly Authorized Signatory

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A - **Brook Furniture Rental, Inc.**

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

B - **B - RWC Leasing Corp.**

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A - Brook Furniture Rental, Inc.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
We Simplify Change	77/729,461	
Brook	77,729,450	
Brook Furniture Clearance Center	77,729,431	

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

B - RWC Leasing Corp.

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
NONE		

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
NONE		

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
NONE		

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A - Brook Furniture Rental, Inc.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE

B - RWC Leasing Corp.

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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NONE

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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NONE