

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Intellectual Property Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Mitchell Gold Co.		05/07/2007	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance LLC		
<b>Street Address:</b>	4445 Willard Avenue, 12th Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3219509	MITCHELL GOLD + BOB WILLIAMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-758-1509		
<b>Email:</b>	vwalker@pattonboggs.com		
<b>Correspondent Name:</b>	Vicky Walker		
<b>Address Line 1:</b>	2001 Ross Avenue, Suite 3000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	013043.0172		
<b>NAME OF SUBMITTER:</b>	Vicky Walker		
<b>Signature:</b>	/Vicky Walker/		
<b>Date:</b>	08/06/2009		

OP \$40.00 3219509

**Total Attachments: 18**

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**FIRST AMENDMENT TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made and effective as of May 7, 2007, by THE MITCHELL GOLD CO., a North Carolina corporation ("Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

**RECITALS**

**WHEREAS**, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of May 7, 2007, by and among the Grantor, the Agent and the Lenders (as it has been and may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

**WHEREAS**, Grantor, Furniture Acquisition Corp., a Delaware corporation ("FAC") and Agent entered into that certain Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of April 4, 2003 whereby Grantor and FAC granted Agent, for its own benefit and the benefit of Lenders, a copy of which is attached hereto as Exhibit A;

**WHEREAS**, FAC was merged with and into Grantor; and

**WHEREAS**, Grantor has acquired additional Trademarks, which, pursuant to the terms of the Loan Agreement, are Collateral securing the Obligations;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Copyright Schedule.** Schedule A to the IP Security Agreement shall be and hereby is amended to add thereto the Copyright Collateral set forth on Schedule A to this Amendment.

2. **Trademark Schedule.** Schedule C to the IP Security Agreement shall be and hereby is amended to add thereto the Trademark Collateral set forth on Schedule B to this Amendment.

3. **Miscellaneous.**

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Intellectual Property Security Agreement and Joinder as of the date first written above.


**GRANTOR:**

THE MITCHELL GOLD CO.

By:

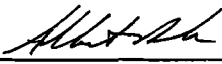
Name:

Title:

  
\_\_\_\_\_  
John Bounous  
\_\_\_\_\_  
Secretary  
\_\_\_\_\_

**AGENT:**

**CAPITALSOURCE FINANCE LLC**

By:   
Name: Albert Rocha  
Title: Senior Counsel

**EXHIBIT A**

**IP Security Agreement**

(See attached)

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of April 4, 2003, by FURNITURE ACQUISITION CORP., a Delaware corporation ("Parent") and THE MITCHELL GOLD CO., a North Carolina corporation (the "Company" and together with Parent collectively, the "Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

### RECITALS

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among the Grantor, the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all of the Grantor's obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral");

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");



(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. The Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any IP Collateral in which the Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining the Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document

in order to perfect, maintain, continue or otherwise protect the Agent's interest or the Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall

govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to its choice of law provisions.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

**FURNITURE ACQUISITION CORP.**

By: 

Name: Peter Petrillo

Title: President

**THE MITCHELL GOLD CO.**

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

Name: John Bounous

Title: Vice President, CFO


**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

**FURNITURE ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: Peter Petrillo  
Title: President

**THE MITCHELL GOLD CO.**

By:  \_\_\_\_\_  
Name: John Bounous  
Title: Vice President, CFO

**AGENT:**  
**CAPITALSOURCE FINANCE LLC**

By: 


Name: Joseph Furitz

Title: Associate General Counsel

**ACKNOWLEDGMENT**

STATE OF NEW YORK :  
 : SS  
COUNTY OF NEW YORK :

Before me, the undersigned, a Notary Public, on this \_\_\_ day of April, 2003, personally appeared Peter Petrillo to me known personally, who, being by me duly sworn, did say that he is the President of FURNITURE ACQUISITION CORP., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said \_\_\_\_\_ acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**MICHAEL TONKINSON**  
Notary Public, State of New York  
No. 01T06084629  
Qualified in New York County  
Commission Expires December 9, 20 06

STATE OF NC :  
COUNTY OF Alexander : SS

Before me, the undersigned, a Notary Public, on this \_\_\_ day of April, 2003, personally appeared John Bounous to me known personally, who, being by me duly sworn, did say that he is the Vice President, CFO of The Mitchell Gold Co., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said

*John Bounous*

sacknowledged said instrument to be his free act and deed.

*Pamela Allen*

Notary Public  
My Commission Expires: April 26, 2005





**SCHEDULE A**

**COPYRIGHT COLLATERAL**

<b>Copyright No.</b>	<b>Title</b>	<b>Registration Date</b>	<b>Publication Date</b>
VA-899-463	Cowboy on chair.	27-Feb-98	9-Sep-97
VA-899-464	Sunday morning with Mitchell Gold.	27-Feb-98	9-Sep-97
VA-899-465	Cowboy on sofa.	27-Feb-98	9-Sep-97
VA-899-466	Lulu.	27-Feb-98	9-Sep-97


**SCHEDULE B**

**TRADEMARK COLLATERAL**

**A. U.S. Trademark Registrations**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
MITCHELL GOLD + BOB WILLIAMS	78689357	August 10, 2005	3219509	March 20, 2007
MG + BW	78726438	October 4, 2005	Prior Registration 2405805	
MITCHELL GOLD	75767273	August 3, 1999	2353811	March 30, 2000

**B. International Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
MITCHELL GOLD + BOB WILLIAMS	European Community	"004894853"		
MITCHELL GOLD + BOB WILLIAMS	Canada	1288971		
	Canada	1152343	TMA610918	May 21, 2004
MITCHELL GOLD + BOB WILLIAMS	United Kingdom/ WO	E4894853		
MG (Stylized)	Australia			
MG Mitchell Gold (Stylized)	Australia			

Mitchell Gold	Australia			
MG Mitchell Gold (Stylized)	Brazil			
Mitchell Gold	Brazil			

C. Trademark Licenses

License Agreement dated October 31, 1998 between Rowe Diversified, Inc. (“Licensor”) and The Mitchell Gold Co. (“Licensee”), whereby Licensor, the exclusive owner of the unregistered trademark and trade name “Mitchell Gold” (the “Mark”), grants an exclusive, world-wide license to the Licensee to use the Mark, and any trademark registrations with respect thereto, directly or indirectly in connection with (a) the operation of any furniture and home furnishings business operated by the Licensee, and (b) furniture and home furnishings products manufactured or sold by the Licensee. The License Agreement will be transferred pursuant to the Trademarks and Intangible Assignment Agreement dated April 3, 2003 between Rowe Diversified, Inc. and Furniture Acquisition Corp.