

**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
Rowe Fine Furniture, Inc.		01/22/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	171 17th Street NW
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3727985	ROWE FURNITURE
Registration Number:	2541032	HOME WEAR
Registration Number:	2286641	ROBIN BRUCE
Registration Number:	2802138	STUDIOROWE
Registration Number:	2760904	J. L. D. JAMI L. DESIGNS REALLY SMART FURNITURE
Registration Number:	2427060	ROWE FURNITURE ROWE
Registration Number:	3115858	MINI MOD BY ROWE
Registration Number:	3038205	EARTH & ELEMENTS
Registration Number:	2290568	ROBIN BRUCE
Registration Number:	1621243	ROWE
Registration Number:	1008395	REGENCY MANOR

**CORRESPONDENCE DATA**

Fax Number: (312)863-7865

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900152982**

**TRADEMARK  
 REEL: 004137 FRAME: 0123**

**OP \$290.00 3727985**

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:	6776.001
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NAME OF SUBMITTER:	Sharon Patterson
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Signature:	/sharon patterson/
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Date:	01/25/2010
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Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of January, 2010, among the Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, ACTING THROUGH ITS WELLS FARGO BUSINESS CREDIT OPERATING DIVISION, in its capacity as administrative agent for the Lender Group and the Bank Product Provider (together with its successors, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Rowe Fine Furniture, Inc., a Delaware corporation ("Rowe"), Rowe Furniture Mid-Atlantic, Inc, a Delaware corporation ("Mid-Atlantic"), Clayton-Marcus Company, Inc., a Delaware corporation ("Clayton-Marcus"; collectively with Rowe and Mid-Atlantic, each a "Borrower" and collectively the "Borrowers"), Rowe Fine Furniture Holding Corp., a Delaware corporation, the lenders party thereto as Lenders ("Lenders"), and Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division, as a lender and as arranger and administrative agent for the Lenders, the Lender Group is willing to make certain financial accommodations available to Borrowers 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 Grantor and certain of its affiliates shall have executed and delivered to Administrative Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (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 is required to execute and deliver to Administrative 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, 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. Grantor hereby unconditionally grants, collaterally assigns and pledges to Administrative Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing

security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral") (other than Excluded Property): all of its Trademarks, including those Trademarks referred to on Schedule I hereto.

3. 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 Lender Group and the Bank Product Provider, 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. TERMINATION. Upon payment in full of the Obligations in accordance with the provisions of the Credit Agreement and termination or expiration of the Commitments, the Administrative Agent shall, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

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, 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.

ROWE FINE FURNITURE, INC., a Delaware corporation

By:   
Name: Mark L. Freitas  
Title: CFO, Treasurer & Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, ACTING THROUGH ITS WELLS  
FARGO BUSINESS CREDIT OPERATING  
DIVISION, as Administrative Agent

By: *Michael Elmer*  
Name: *Michael F. Elmer*  
Title: *VP*

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Rowe Fine Furniture, Inc.	Rowe Furniture	3727985	12/22/09
Rowe Fine Furniture, Inc.	Home Wear	2541032	2/19/02
Rowe Fine Furniture, Inc.	Robin Bruce	2286641	10/12/99
Rowe Fine Furniture, Inc.	Studiorowe	2802138	1/6/04
Rowe Fine Furniture, Inc.	J. L. D. Jami L. Designs Really Smart Furniture	2760904	9/9/03
Rowe Fine Furniture, Inc.	Rowe Furniture Rowe	2427060	2/6/01
Rowe Fine Furniture, Inc.	Mini Mod by Rowe	3115858	7/18/06
Rowe Fine Furniture, Inc.	Earth & Elements	3038205	1/3/06
Rowe Fine Furniture, Inc.	Robin Bruce	2290568	11/2/99
Rowe Fine Furniture, Inc.	Rowe	1621243	11/6/90
Rowe Fine Furniture, Inc.	Regency Manor	1008395	4/8/75