



**EXHIBIT A**

Obligor's now owned and existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

**Trademark/Service Mark Registrations**

<b>TRADEMARK REG. NO.</b>	<b>DESCRIPTION</b>	<b>REGISTRATION DATE</b>
2049371	RoomStore (words only)	April 1, 1997
2123451	RoomStore (stylized)	December 23, 1997
2123452	RoomStore (stylized, with roofline)	December 23, 1997
3590701	RoomStore World (words only)	March 17, 2009
3718376	We Don't Cut Corners, We Cut Prices (words only)	December 1, 2009

**Trademark Applications**

Room of Dreams  
Kidstore



**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "TM Security Agreement") is made as of May 27, 2010, by RoomStore, Inc., a Virginia corporation with its principal offices at 12501 Patterson Ave., Richmond, Virginia 23238 (the "Obligor"), and Wells Fargo Retail Finance, LLC, with an office at One Boston Place, Boston, Massachusetts 02108, as agent for the benefit of the Lenders (defined below) and others (in such capacity, together with its successors and assigns, the "Agent").

**RECITALS**

WHEREAS, pursuant to the Loan and Security Agreement dated as of May 27, 2010 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") made among the Obligor, lenders named therein (the "Lenders") and the Agent, the Agent and Lenders have agreed to make certain Revolving Credit Loans (as defined in the Loan Agreement, hereinafter, the "Loans") to the Obligor;

WHEREAS, pursuant to the Loan Agreement, the Obligor has granted to the Agent for the benefit of the Lenders and the Bank Product Providers (as defined in the Loan Agreement) a security interest in the Obligor' Collateral (as defined in the Loan Agreement) to secure the Liabilities (as defined in the Loan Agreement);

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Obligor has executed this TM Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Obligor and the Agent agree as follows:

1. Terms used herein which are defined in the Loan Agreement and not otherwise defined herein are used as so defined.
2. To secure the Liabilities, the Obligor hereby grants a security interest in favor of, and collaterally assigns to the Agent for the benefit of the Lenders and Bank Product Providers, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in and to the following and all proceeds thereof:
  - a. All of the Obligor' now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on *EXHIBIT A* annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
  - b. All renewals of any of the foregoing.
  - c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- c. All of Obligor's rights corresponding to any of the foregoing throughout the world, together with all proceeds and products of any of the foregoing.

All of the foregoing trademarks, registered trademarks and trademark applications, service marks, registered service marks, service mark applications and other assets described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "Marks".

- 3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Agent, the Obligor shall undertake the following with respect to each Mark:
  - a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks except for any Marks which the Obligor determine in the exercise of their business judgment are no longer necessary or useful in its business.
  - b. At the Obligor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts except if the Obligor determines in the exercise of its reasonable business judgment that the Marks are no longer necessary or useful in its business.
  - c. At the Obligor's sole cost, expense, and risk, take any and all action which are necessary or reasonably desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.
- 4. In the event of:
  - a. the Obligor's failure, within Five (5) days of written notice from the Agent, to cure any failure by the Obligor to perform any of the Obligor's obligations set forth in Section 3, above, and/or
  - b. the occurrence and during the continuance of any Event of Default, in either case the Agent acting in its own name or in that of the Obligor may (but shall not be required to) act in the Obligor's place and stead and/or in the Agent's own right in connection therewith.
- 5. Obligor represents and warrants that:
  - a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Obligor.
  - b. No liens, claims or security interests have been granted in any Mark by the Obligor to any Person other than as permitted by the Loan Agreement.
- 6. In order to further secure the Liabilities:
  - a. The Obligor shall give the Agent written notice (with reasonable detail) within

Ten (10) days following the occurrence of any of the following:

- i. The Obligor obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Obligor's right to sell products containing the trademarks of others in the ordinary course of Obligor's businesses).
    - ii. The Obligor becomes entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Obligor's right to sell products containing the trademarks of others in the ordinary course of Obligor's businesses).
    - iii. The Obligor enters into any new trademark license agreement or service mark license agreement.
  - b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.
  - c. The Obligor hereby authorizes the Agent to modify this agreement by amending **EXHIBIT A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, provided, however, the modification of said **EXHIBIT A** shall not be a condition to the creation or perfection of the security interest created hereby.
7. Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in New York (the "Code") and other applicable laws, with respect to the Marks, in addition to which the Agent, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.
8. The Obligor hereby irrevocably constitutes and designates the Agent as and for the Obligor's attorney in fact, effective with and upon the Agent's first exercise (the "First Exercise") of the rights, remedies and power described in clauses (a) and (b) below following the occurrence and during the continuance of any Event of Default:
- a. To exercise any of the rights and powers referenced in Section 7.
  - b. To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized

officer of the Agent, but shall be exercisable only following the occurrence and during the continuance of an Event of Default.

9. Any use by the Agent of the Marks as authorized hereunder in connection with the exercise of the Agent's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Obligor's rights hereunder and thereunder and with respect hereto and thereto and without any liability for royalties or other related charges from the Agent to the Obligor. Such use by the Agent shall be permitted only with and upon the First Exercise following the occurrence and during the continuance of an Event of Default.
10. Agent hereby acknowledges that the Obligor shall continue to have the exclusive right, prior to notice from the Agent following the occurrence and during the continuance of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Obligor to protect the Marks against encroachment by third parties; provided, however, that Obligor first notify Agent in writing of its intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Obligor.
11. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Agent to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Agent shall execute and deliver to Obligor all such instruments as the Obligor reasonably may request to release any encumbrance in favor of the Agent for the benefit of the Lenders created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.
12. The Obligor shall, at the request of the Agent, do any and all acts and execute any and all documents reasonably required by the Agent in connection with the protection, preservation, and enforcement of the Agent's rights hereunder.
13. The Obligor shall, upon demand, reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).
14. Neither anything contained in the TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Agent for the benefit of the Lenders any rights in and to the Marks, except following the occurrence and during the continuance of any Event of Default (and in such circumstances, only with and upon the First Exercise).
15. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Agent and Lenders shall have the same rights with respect to any and all security interests in the Marks granted the Agent and Lenders to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

16. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York without giving effect to conflict of law principles.

**[Remainder of Page Intentionally Blank]**



IN WITNESS WHEREOF, the Obligor and the Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized to do so on the date first above written.

ROOMSTORE, INC.  
(the "Obligor")

By: Brian D. Bertonneau

Name: Brian D. Bertonneau

Title: Legal Counsel/ Corporate Secretary

WELLS FARGO RETAIL FINANCE, LLC, as Agent  
(the "Agent")

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

Name: William Chan

Title: Director

*[Signature Page to Trademark Security Agreement]*

TRADEMARK  
REEL: 004226 FRAME: 0450

IN WITNESS WHEREOF, the Obligor and the Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized to do so on the date first above written.

ROOMSTORE, INC.  
(the "Obligor")

By: \_\_\_\_\_  
Name: Brian D. Bertonneau  
Title: Legal Counsel/ Corporate Secretary

WELLS FARGO RETAIL FINANCE, LLC, as Agent  
(the "Agent")

By:   
Name: William Chan  
Title: Director

*[Signature Page to Trademark Security Agreement]*