

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
RAYMOURS FURNITURE COMPANY, INC.		01/21/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION		
Street Address:	333 W. Washington Street		
Internal Address:	Suite 140		
City:	Syracuse		
State/Country:	NEW YORK		
Postal Code:	13202		
Entity Type:	a National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2683342	RAYMOUR & FLANIGAN	
Registration Number:	3088776	FURNISHING YOUR STYLE	
Registration Number:	3758476	BELLANEST	
Registration Number:	3175571	TWO NAMES SAY IT ALL	
CORRESPONDENCE DATA			
Fax Number:	(315)471-3167		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	315-471-3151		
Email:	ip@hancocklaw.com		
Correspondent Name:	R. John Clark / Hancock & Estabrook, LLP		
Address Line 1:	100 Madison Street		
Address Line 2:	1500 AXA Tower I		
Address Line 4:	Syracuse, NEW YORK 13202		
NAME OF SUBMITTER:	R. John Clark		

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REEL: 004457 FRAME: 0984

Signature:	/r. john clark/
Date:	01/21/2011
Total Attachments: 7 source=Extract from Revolving Credit Agreement (H1494340)#page1.tif source=Extract from Revolving Credit Agreement (H1494340)#page2.tif source=Extract from Revolving Credit Agreement (H1494340)#page3.tif source=Extract from Revolving Credit Agreement (H1494340)#page4.tif source=Extract from Revolving Credit Agreement (H1494340)#page5.tif source=Extract from Revolving Credit Agreement (H1494340)#page6.tif source=Extract from Revolving Credit Agreement (H1494340)#page7.tif	

**EXTRACT FROM REVOLVING CREDIT AGREEMENT
EVIDENCING THE GRANT OF SECURITY INTERESTS
IN REGISTERED TRADEMARKS
OF RAYMOURS FURNITURE COMPANY, INC.
TO HSBC BANK USA, NATIONAL ASSOCIATION**

REVOLVING CREDIT AGREEMENT, made this 21st day of January, 2011 by and among **RAYMOURS FURNITURE COMPANY, INC.**, a New York corporation with a place of business at 7248 Morgan Road, Liverpool, New York 13088 ("**Borrower**") and **HSBC BANK USA, NATIONAL ASSOCIATION**, a national banking association with a place of business at 333 W. Washington Street, Suite 140, Syracuse, New York 13202, as agent for itself and the other financial institutions listed on Schedule 1 hereto ("**Agent**") and the financial institutions listed on Schedule 1 hereto (together with the Agent, the "**Lenders**"):

WITNESSETH:

WHEREAS, the Borrower wishes to obtain revolving loans and letters of credit up to a maximum commitment of One Hundred Five Million Dollars and 00/100 (\$105,000,000) (the "**Advances**"); and

WHEREAS, the Lenders are willing to make Advances available to the Borrower through the Agent to the extent described herein and in accordance with their Proportionate Share (as hereinafter defined); and

WHEREAS, the parties wish to set forth the rights and duties of the Borrower, the Agent and the Lenders with respect to the Advances and other matters relating thereto.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto hereby agree as follows:

1. DEFINITIONS.

1.1. **CERTAIN SPECIFIC TERMS.** For purposes of this Agreement, capitalized terms used herein shall have the meanings set forth in the Table of Definitions annexed to this Agreement.

1.2. **SINGULARS AND PLURALS.** Unless the context otherwise requires, words in the singular number include the plural, and in the plural include the singular.

1.3. **U.C.C. DEFINITIONS.** Unless otherwise defined in the Table of Definitions annexed to this Agreement or elsewhere in this Agreement, capitalized words shall have the meanings set forth in the Uniform Commercial Code as in effect in the State as of the date of this Agreement.

1.4. **SECTION REFERENCES.** Unless otherwise specified, article, section, subsection, and schedule references are to this Agreement.

1.5. **ACCOUNTING TERMS.** All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles

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consistent with those applied in preparation of the financial statements referred to in Section 5.9 and subject to the provisions of Section 14.11.

2. ADVANCES.

2.1. AGREEMENT TO ADVANCE.

(a) From time to time, each Lender will make Advances to Borrower in accordance with such Lender's Proportionate Share pursuant to written requests to the Agent so long as the sum of the aggregate principal balance of outstanding Advances and the requested Advance does not exceed the lesser of:

- (i) One Hundred Five Million Dollars and 00/100 (\$105,000,000); or
- (ii) Sixty percent (60%) of the Receivables Borrowing Base (not to exceed Twenty-Five Million Dollars and 00/100 (\$25,000,000) in the aggregate) plus seventy-five percent (75%) of the Inventory Borrowing Base.

(the "**Borrowing Capacity**");

as shown on the last current Borrowing Base Certificate furnished by Borrower to the Agent; provided, that (i) the Borrowing Capacity would not be so exceeded; (ii) no Event of Default or an event which, with notice or lapse of time or both, would constitute an Event of Default has occurred and is continuing; (iii) all representations and warranties contained in this Agreement and in the other Transaction Documents and statements made in the Borrowing Base Certificates are true and correct on the date such requested Advance is made as though made on and as of such date; and (iv) all of the conditions in Article 4 have been satisfied.

The face amount of Letters of Credit outstanding, and Four Million Two Hundred Fifty-Five Thousand Dollars and 00/100 (\$4,255,000) of the face amount of the Workers' Compensation Letter of Credit, shall be considered Advances for the purpose of determining the unused portion of the Borrowing Capacity.

(b) Each Advance bearing interest at the LIBO Rate shall be made only on the 1st Business Day of each month on two (2) Business Days' notice from the Borrower to the Agent. All other Advances will be made on the day requested by the Borrower if the Request is received prior to 2:00 p.m. and on the next Business Day if the request is received after 2:00 p.m. Each Euro-Dollar Advance shall be for a minimum amount of One Hundred Thousand Dollars and 00/100 (\$100,000) (or multiples of Fifty Thousand Dollars and 00/100 (\$50,000) in excess thereof). There shall be no more than five (5) Euro-Dollar Advances outstanding at any

one time. Each Advance shall be made by a Request for Advance in writing in the form of Exhibit D hereto or by an oral request followed promptly by a Request for Advance in writing as set forth in subparagraph (c) below specifying the date and amount thereof, selecting the interest rate therefor pursuant to Section 8.2 and if the LIBO Rate is selected, the Interest Period. Upon fulfillment of the applicable conditions set forth in Section 4, the Agent will make such Advance available to the Borrower in immediately available funds at the Agent's office at 333 W. Washington Street, Suite 140, Syracuse, New York 13202, or at such other office or branch of the Agent as the Agent may hereafter select, upon notice to the Borrower, from time to time.

(c) Agent may also make an Advance to Borrower upon Borrower's oral request so long as such oral request is followed promptly by a Request for Advance in writing (by those individuals designated by Borrower to the Agent, which designation may be amended from time to time at Borrower's discretion, and which will become effective upon the Agent's receipt of a Request for Advance), subject to the same conditions applicable to a written request set forth in subparagraphs (a) and (b) above. Each oral request for an Advance made by a person authorized by Borrower shall be conclusively presumed to be made by a person authorized by Borrower to do so, and the making of the Advance to Borrower as hereinafter provided shall conclusively establish Borrower's obligation to repay the Advance.

2.2. PROCEEDS OF AN ADVANCE. Proceeds of Advances shall be made available to the Borrower in immediately available funds by crediting the amount thereof to the Borrower's account with the Agent.

2.3. PROMISSORY NOTE. The Indebtedness incurred by the Borrower as a result of the Advances made from time to time shall be evidenced by Promissory Notes in the forms of Exhibits A, B, and C hereto which shall be executed by the Borrower in favor of each Lender in the amount of their Proportionate Share and payable in accordance with this Agreement.

2.4. USE OF PROCEEDS; LETTERS OF CREDIT.

(a) The proceeds of Working Capital Advances shall be used solely for working capital of the Borrower, including the funding of accounts receivable balances, inventory purchases and capital expenditures and for such other legal and proper corporate purposes as are consistent with all applicable laws, Borrower's certificate of incorporation and bylaws, resolutions of Borrower's Board of Directors and the terms of this Agreement.

(b) At the request of Borrower and upon execution of documentation satisfactory to the Agent, the Agent will, within the limits of the Standby Letter of

Credit Borrowing Capacity as then computed, issue Standby Letters of Credit from time to time for the account of Borrower or Borrower's Affiliated Entities.

(c) At the request of Borrower and upon execution of documentation satisfactory to the Agent, the Agent will, within the limits of the Commercial Documentary Letter of Credit Borrowing Capacity as then computed, issue Commercial Documentary Letters of Credit from time to time for the account of Borrower in favor of brokers to facilitate purchases from brokers of imported products.

(d) The Letters of Credit shall be on terms mutually acceptable to the Agent and Borrower and shall have duration not to exceed the lesser of fifteen (15) months or the Maturity Date. Notwithstanding the foregoing, the duration of any Letter of Credit issued for the account of Borrower in connection with the improvement of real property (as defined in Section 2(4) of the New York State Lien Law) shall not exceed the lesser of twelve (12) months or the Maturity Date.

2.5. WORKERS' COMPENSATION LETTER OF CREDIT. So long as no Event of Default by Borrower has occurred and is continuing hereunder and upon execution of documentation satisfactory to the Agent, the Agent shall issue and make available for the benefit of the Borrower the Workers' Compensation Letter of Credit. In no event shall the duration of the Workers' Compensation Letter of Credit exceed the lesser of eighteen (18) months or the Maturity Date.

3. COLLATERAL AND INDEBTEDNESS SECURED.

3.1. SECURITY INTEREST. Borrower hereby grants to the Agent, acting for the Lenders, a security interest in, and a lien on, the following property of Borrower wherever located and whether now owned or hereafter acquired:

(a) All Accounts, Inventory, General Intangibles (including, without limitation, the Intellectual Property described on Schedule 5.17 attached hereto and the goodwill associated therewith), Chattel Paper, Documents, Letter of Credit Rights, Payment Intangibles, Commercial Tort Claims and Instruments, including, without limitation, all Receivables and all Equipment, whether or not affixed to realty, and Fixtures.

(b) All guaranties, collateral, liens on, or security interests in, real or personal property, leases, letters of credit, and other rights, agreements, and property securing or relating to payment of Receivables.

(c) All books, records, ledger cards, data processing records, computer software, and other property at any time evidencing or relating to Collateral.

(d) All monies, securities, and other property now or hereafter held, or received by, or in transit to, the Agent from or for Borrower, and all of Borrower's deposit accounts, credits, and balances with the Agent existing at any time.

(e) All parts, accessories, attachments, special tools, additions, replacements, substitutions, and accessions to or for all of the foregoing.

(f) All Proceeds and products of all of the foregoing in any form, including, without limitation, amounts payable under any policies of insurance insuring the foregoing against loss or damage, and all increases and profits received from all of the foregoing.

3.2. OTHER COLLATERAL. Nothing contained in this Agreement shall limit the rights of the Agent in and to any other Collateral securing the Indebtedness or any guaranties which may have been, or may hereafter be, granted to the Agent by Borrower or any Third Party, pursuant to any other agreement.

3.3. INDEBTEDNESS SECURED. The Security Interest secures payment of any and all indebtedness, and performance of all obligations and agreements, of Borrower to the Lenders, whether now existing or hereafter incurred or arising, of every kind and character, primary or secondary, direct or indirect, absolute or contingent, sole, joint or several, similar or dissimilar, or related or unrelated, and whether such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, including, without limitation: (a) all Advances; (b) all interest which accrues on any such indebtedness, until payment of such indebtedness in full, including, without limitation, all interest provided for under this Agreement; (c) all other monies payable by Borrower, and all obligations and agreements of Borrower to the Lenders, pursuant to the Transaction Documents, including, without limitation, unreimbursed Letter of Credit Drawings under the Workers' Compensation Letter of Credit; (d) all debts owed, or to be owed, by Borrower to others which any Lender has obtained, or may obtain, by assignment or otherwise; (e) all monies payable by any Third Party, and all obligations and agreements of any Third Party to any Lender, pursuant to any of the Transaction Documents; (f) all monies due, and to become due, pursuant to Section 8.3; and (g) all obligations of payment and performance of the Borrower arising from any agreements for any derivative or hedging product, including, without limitation, interest rate or equity swaps, futures, options, caps, floors, collars or forwards now or hereafter entered into by the Borrower with any Lender in connection with this Agreement. The proceeds of all Collateral shall be applied in accordance with Section 7.14(c) hereof.

3.4. RELEASE OF RECEIVABLES. In the event Borrower wishes to sell or pledge a portion of its Receivables to any other person, the Agent, acting for the Lenders, agrees to release its Security Interest in such Accounts, Instruments or Chattel Paper which Borrower wishes to sell, upon request by the Borrower provided that, in the event

SCHEDULE 5.17

(Trademarks and Patents)

- Trademark: "Raymour & Flanigan" -- registered with the United States Patent and Trademark Office under registration number 2,683,342 on February 4, 2003.
- Trademark: "Furnishing Your Style" -- registered with the United States Patent and Trademark Office under registration number 3,088,776 on May 2, 2006.
- Trademark: "Bellanest" -- registered with the United States Patent and Trademark Office under registration number 3,758,476 on March 9, 2010.
- Trademark: "Two Names Say It All" -- registered with the United States Patent and Trademark Office under registration number 3,175,571 on November 21, 2006.

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