

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
LA-Z-BOY INCORPORATED		02/06/2008	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	WELLS FARGO FINANCE, LLC, as successor by merger to Wachovia Capital Finance Corporation (Central), as Administrative Agent		
Street Address:	150 S. Wacker Drive, Suite 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85263366	COMFORTCORE	
Serial Number:	85204079	MEETING HOUSE	
Serial Number:	85119481	LIVE LIFE COMFORTABLY	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048152231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	600 Peachtree Street, NE, Suite 2400		
Address Line 2:	Paul Hastings Janofsky & Walker LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Carol Fraser		
Signature:	//Carol Fraser//		

CH \$90.00 85263366

900190659

TRADEMARK
 REEL: 004531 FRAME: 0710

Date:

04/29/2011

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of February, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 6, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among La-Z-Boy Incorporated, a Michigan corporation ("Parent"), the Subsidiaries of Parent party thereto (each, a "Subsidiary Borrower" and collectively, the "Subsidiary Borrowers", and, together with Parent, each, a "Borrower" and, collectively, "Borrowers"), the lenders who are or may become a party thereto from time to time (the "Lenders") and Administrative Agent, Administrative Agent and the Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection therewith, Grantors executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of February 6, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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, each 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 or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing 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 "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. 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 Secured Parties, pursuant to the Security Agreement. Each 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors 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 Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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.

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

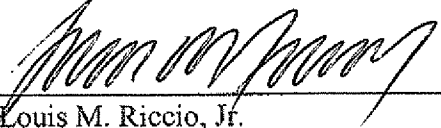
against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.


LA-Z-BOY INCORPORATED, a Michigan corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

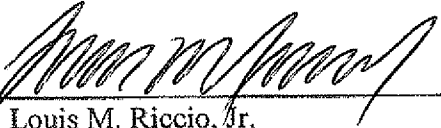
KINCAID FURNITURE COMPANY,
INCORPORATED, a Delaware corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer


ENGLAND, INC., a Michigan corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

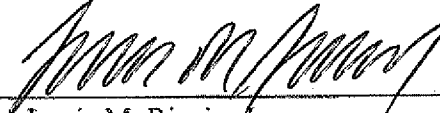
BAUHAUS U.S.A., INC., a Mississippi corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

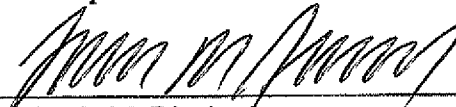
LA-Z-BOY GREENSBORO, INC., a North Carolina corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief Financial Officer

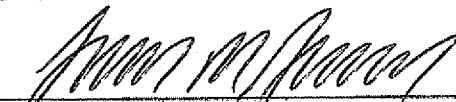
LZB FINANCE, INC., a Michigan corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief Financial Officer


LADD TRANSPORTATION, INC., a North Carolina corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief Financial Officer

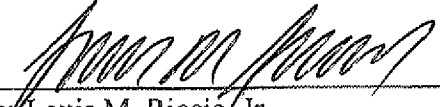
LA-Z-BOY LOGISTICS, INC., a Michigan corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief Financial Officer

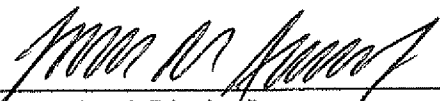
LZB CAROLINA PROPERTIES, INC., a Michigan corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief Financial Officer

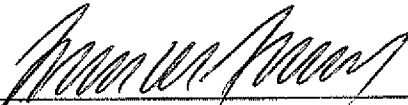
LZB FURNITURE GALLERIES OF
PARAMUS, INC., a Michigan corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

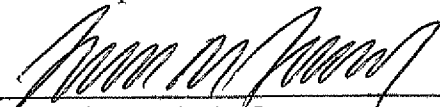
LZB FURNITURE GALLERIES OF ST.
LOUIS, INC., a Michigan corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer


LZB RETAIL, INC., a Michigan
corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

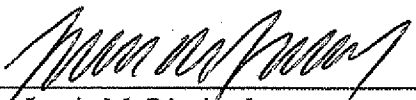
LA-Z-BOY SHOWCASE SHOPPES, INC.,
an Indiana corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

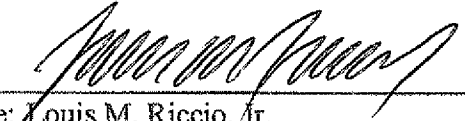
LZB FURNITURE GALLERIES OF
WASHINGTON D.C., INC., a Michigan
corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

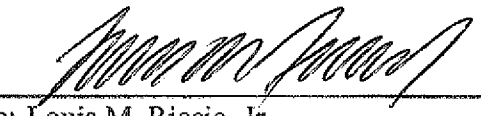
LZBFG OF SOUTH FLORIDA, LLC, a
Michigan limited liability company

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

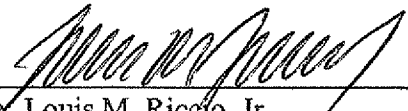
BOCA RATON GALLERIES, LLC, a
Michigan limited liability company

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer


LZB FURNITURE GALLERIES OF
KANSAS CITY, INC., a Michigan
corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

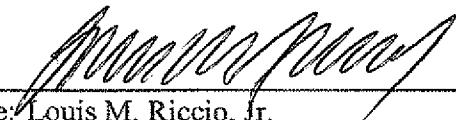
LZB FURNITURE GALLERIES OF
BOSTON, INC., a Michigan corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

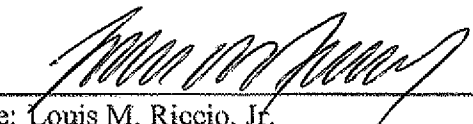
LZB DELAWARE VALLEY
PROPERTIES, INC., a Michigan
corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

LZB DELAWARE VALLEY INC., a
Delaware corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

MONTGOMERYVILLE HOME
FURNISHINGS, INC., a Pennsylvania
corporation

By: 
Name: Louis M. Riccio, Jr.
Title: Senior Vice President & Chief
Financial Officer

LZB MANUFACTURING, INC., a
Michigan corporation

By: 

Name: Louis M. Riccio, Jr.

Title: Senior Vice President & Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED
BY:

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL), as
Administrative Agent

By: Howard Kim

Name: Howard Kim

Title: Managing Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004531 FRAME: 0721

Schedule I

Trademarks Filings

<u>IP TYPE</u>	<u>OWNER</u>	<u>NAME/TITLE</u>	<u>FILING DATE</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>
TRADEMARK	LA-Z-BOY INCORPORATED	COMFORTCORE	3/10/2011	U.S.A.	85/263366
TRADEMARK	LA-Z-BOY INCORPORATED	MEETING HOUSE (Kincaid mark)	12/22/10	U.S.A.	85/204,079
TRADEMARK	LA-Z-BOY INCORPORATED	LIVE LIFE COMFORTABLY	8/31/10	U.S.A.	85/119481