

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Foreclosure		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harlem Furniture, LLC		11/17/2011	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 S Lasalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State Charter Bank: ILLINOIS		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3042238	SLEEP BETTER. LIVE LONGER.	
Registration Number:	3236814	GREAT LOOKS FOR LESS	
Registration Number:	3475780	GREAT SLEEP FOR LESS	
Registration Number:	1570414	HARLEM FURNITURE	
Registration Number:	1724429	LEATHER EXPRESS	
Registration Number:	3323686	ROOMPLACE KIDS	
Registration Number:	3110775	THE BARGAINPLACE	
Serial Number:	85072634	THE BEDPLACE	
Registration Number:	3689177	THE RIGHT PRICE. THE RIGHT PLACE.	
Registration Number:	2356284	THEROOMPLACE	
Registration Number:	1672199	YOU'LL LIKE OUR STYLE	
CORRESPONDENCE DATA			
Fax Number:	(314)667-3633		

CH \$290.00 3042238

Phone: 314-552-6299
Email: ipdocket@thompsoncoburn.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Matthew J. Himich
Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	950165-4
NAME OF SUBMITTER:	Matthew J. Himich
Signature:	/matthew j. himich/
Date:	01/11/2012

Total Attachments: 2
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FORECLOSURE DOCUMENT

RECITALS

A. Pursuant to a certain Loan and Security Agreement dated as of April 18, 2008 (as amended, supplemented, and modified from time to time, the "Loan Agreement"), by and between The Private Bank and Trust Company (the "Secured Creditor"), as lender, Harlem Furniture, LLC, a Delaware limited liability company (the "Borrower"), and Harlem Furniture Holdings, LLC, a Delaware limited liability company, the Secured Creditor made loans to, and made other financial accommodations to or for the benefit of, the Borrower (all such loans and other financial accommodations being herein referred to collectively as the "Loans").

B. The Loans and all other liabilities and obligations of the Borrower to Secured Party under the Loan Agreement, howsoever created, arising, or evidenced, are secured by a security interest in favor of Secured Creditor in substantially all of the Borrower's assets.

C. Evidence of said security interest is recorded at the U.S. Patent and Trademark Office at reel 4684, frame 0504.

D. As a result of numerous continuing events of default in respect of the Loans under the Credit Agreement, Secured Creditor has determined that it is entitled under Sections 9-610 through 9-619 and 9-623 through 9-628 of the Uniform Commercial Code, as adopted in the State of Illinois (the "UCC"), the Loan Agreement, and other applicable law, to, among other things, foreclose upon, and Secured Creditor has since foreclosed upon and acquired, all of the Borrower's right, title, and interest in and to any or all of the personal property subject to Secured Creditor's security interests and capable of being conveyed pursuant to Article 9 of the UCC, including, among other personal property, the personal property as set forth in Exhibit A hereto.

E. The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registrations resulting therefrom, declares that all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

SECURED PARTY:
THE PRIVATEBANK & TRUST COMPANY

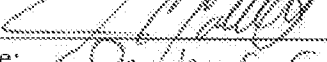
By: 
Name: Douglas S. Calabrese
Title: Managing Director
Date: 11-17-2011

Exhibit A

Trademarks and Copyrights and the registrations thereof and applications therefor, together with the goodwill connected with the use of and symbolized by such Trademarks and Copyrights, all causes of actions, claims and demands or other rights for, or arising from any infringement, including past infringement, of such Trademarks and Copyrights and (iii) all rights corresponding thereto, all upon the terms and subject to the conditions set forth in the Loan Agreement and to the extent assignable.

Trademarks

<u>Mark</u>	<u>U.S. Reg. No. or (App Ser. No.)</u>
GREAT LOOKS FOR LESS	3,236,814
GREAT SLEEP FOR LESS	3,475,780
HARLEM FURNITURE	1,570,414
LEATHER EXPRESS	1,724,429
ROOMPLACE KIDS	3,323,686
SLEEP BETTER. LIVE LONGER	3,042,238
THE BARGAINPLACE	3,110,775
THE BEDPLACE	85/072,634
THE RIGHT PRICE. THE RIGHT PLACE	3,689,177
THEROOMPLACE	2,356,284
YOU'LL LIKE OUR STYLE	1,672,199

Copyrights

Northshore 2 Piece Sectional, Copyright Number VA1 703118, Dated 2/19/10