

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The PrivateBank and Trust Company		12/16/2011	State Charter Bank: ILLINOIS

RECEIVING PARTY DATA

Name:	TRP Acquisition Inc.
Street Address:	1000-46 Rohlwing Road
City:	Lombard
State/Country:	ILLINOIS
Postal Code:	60148
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
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:	3042238	SLEEP BETTER. LIVE LONGER.
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 3236814

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: 8
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ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS, dated as of December 16, 2011 ("Assignment"), by The PrivateBank and Trust Company ("Secured Party") in favor of TRP Acquisition Inc. ("Assignee").

WITNESSETH

WHEREAS, Secured Party and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 17, 2011 (the "Sale Agreement"), pursuant to which Secured Party has agreed to assign to Assignee the trademarks set forth on Schedule A (the "Trademarks") and the copyrights set forth on Schedule B (the "Copyrights") pursuant to Section 9-610 et seq. of the Uniform Commercial Code, as enacted in the State of Illinois. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Sale Agreement.

NOW, THEREFORE, in consideration of the Sale Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Assignment. Pursuant to Section 9-610 et seq. of the Uniform Commercial Code, as enacted in the State of Illinois, Secured Party does hereby assign, transfer, set over and deliver to Assignee all of Secured Party's right, title, and interest in and to the Trademarks and Copyrights and the registrations thereof and applications therefor, together with (i) the goodwill connected with the use of and symbolized by such Trademarks and Copyrights, (ii) 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 Sale Agreement and to the extent assignable.

2. Further Assurances. On or after the date hereof, Secured Party will, at Assignee's sole expense, from time to time at Assignee's reasonable request, execute and delivery such further instrument or cause to be performed such other action to carry out the effect, intent, and purpose of this Assignment and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

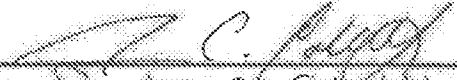
3. Conflict with the Sale Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Sale Agreement, the terms and conditions of the Sale Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Sale Agreement or the survival thereof.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed as of the date first above written.

SECURED PARTY:

THE PRIVATEBANK & TRUST COMPANY

By: 
Name: Douglas C. Colletti
Title: Managing Director

ASSIGNEE:

TRP ACQUISITION INC.

By: _____
Name: _____
Title: _____

[Signature page to Assignment of Trademarks]

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IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed as of the date first above written.


SECURED PARTY:

THE PRIVATEBANK & TRUST COMPANY

By: _____
Name: _____
Title: _____

ASSIGNEE:

TRP ACQUISITION INC.

By: 
Name: JOE CONNOLLY
Title: CEO

[Signature page to Assignment of Trademarks]

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Exhibit A
Trademarks

[Attached]

[Signature page to Assignment of Trademarks]

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TRADEMARK
REEL: 004696 FRAME: 0498

Country: United States of America

Trademark	Docket No./SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
GREAT LOOKS FOR LESS	62034-012/ HARLEM FURNITURE, LLC	78892946 25-May-2006	13-Feb-2007	3236814 01-May-2007	Registered 01-May-2017
	<i>Class(es):</i> 35				
	<i>Agent Name:</i> <i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE <i>Goods:</i> RETAIL FURNITURE STORE SERVICES <i>Attorney(s):</i> RBB JMR LLG <i>Agent Ref:</i> <i>Client Ref:</i>				
GREAT SLEEP FOR LESS	62034-013/ HARLEM FURNITURE, LLC	77350418 12-Dec-2007	13-May-2008	3475780 29-Jul-2008	Registered 29-Jul-2018
	<i>Class(es):</i> 35				
	<i>Agent Name:</i> <i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE <i>Goods:</i> retail furniture store services <i>Attorney(s):</i> RBB JMR LLG <i>Agent Ref:</i> <i>Client Ref:</i>				
HARLEM FURNITURE	62034-014/ HARLEM FURNITURE, LLC	73785567 09-Mar-1989	12-Sep-1989	1570414 05-Dec-1989	Registered 05-Dec-2019
	<i>Class(es):</i> 42				
	<i>Agent Name:</i> <i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE <i>Goods:</i> retail furniture store services <i>Attorney(s):</i> RBB JMR LLG <i>Agent Ref:</i> <i>Client Ref:</i>				
LEATHER EXPRESS	62034-026/ HARLEM FURNITURE, LLC	74181537 28-Jun-1991	07-Apr-1992	1724429 13-Oct-1992	Registered 13-Oct-2012
	<i>Class(es):</i> 42				
	<i>Agent Name:</i> <i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE <i>Goods:</i> retail furniture store services <i>Attorney(s):</i> RBB JMR LLG <i>Agent Ref:</i> <i>Client Ref:</i>				

Country: United States of America

Trademark	Docket No./SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
ROOMPLACE KIDS	62034-015/ HARLEM FURNITURE, LLC	77130490 14-Mar-2007	14-Aug-2007	3323686 30-Oct-2007	Registered 30-Oct-2017
	<i>Class(es):</i> 35		<i>Attorney(s):</i> RBB JMR LLG		
	<i>Agent Name:</i>		<i>Agent Ref:</i>		
	<i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE		<i>Client Ref:</i>		
	<i>Goods:</i> retail furniture stores				
SLEEP BETTER, LIVE LONGER.	62034-016/ HARLEM FURNITURE, LLC	76536519 11-Aug-2003	11-May-2004	3042238 10-Jan-2006	Registered 10-Jan-2016
	<i>Class(es):</i> 35		<i>Attorney(s):</i> RBB JMR LLG		
	<i>Agent Name:</i>		<i>Agent Ref:</i>		
	<i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE		<i>Client Ref:</i>		
	<i>Goods:</i> Retail Furniture Store Services				
THE BARGAINPLACE	62034-017/ HARLEM FURNITURE, LLC	78742912 28-Oct-2005		3110775 27-Jun-2006	Registered 27-Jun-2016
	<i>Class(es):</i> 35		<i>Attorney(s):</i> RBB JMR LLG		
	<i>Agent Name:</i>		<i>Agent Ref:</i>		
	<i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE		<i>Client Ref:</i>		
	<i>Goods:</i> Retail furniture stores				
THE BEDPLACE	62034-019/ HARLEM FURNITURE, LLC	85072634 28-Jun-2010	31-May-2011		Published
	<i>Class(es):</i> 35		<i>Attorney(s):</i> RBB JMR LLG		
	<i>Agent Name:</i>		<i>Agent Ref:</i>		
	<i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE		<i>Client Ref:</i>		
	<i>Goods:</i> Retail furniture stores				

Country: United States of America

Trademark	Docket No./SubCase Owner Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
THE RIGHT PRICE. THE RIGHT PLACE.	62034-020/ HARLEM FURNITURE, LLC	77690572 13-Mar-2009	24-Jun-2009	3689177 29-Sep-2009	Registered 29-Sep-2019
	<i>Class(es):</i> 35				
	<i>Agent Name:</i> <i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE <i>Goods:</i> retail furniture store services <i>Attorney(s):</i> RBB JMR LLL <i>Agent Ref:</i> <i>Client Ref:</i>				
THEROOMPLACE	62034-021/ HARLEM FURNITURE, LLC	75610476 22-Dec-1998	21-Sep-1999	2356284 06-Jun-2000	Registered 06-Jun-2020
	<i>Class(es):</i> 35				
	<i>Agent Name:</i> <i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE <i>Goods:</i> retail furniture store services <i>Attorney(s):</i> RBB JMR LLL <i>Agent Ref:</i> <i>Client Ref:</i>				
YOU'LL LIKE OUR STYLE	62034-022/ HARLEM FURNITURE, LLC	74083679 01-Aug-1990	22-Oct-1991	1672199 14-Jan-1992	Registered 14-Jan-2012
	<i>Class(es):</i> 42				
	<i>Agent Name:</i> <i>Client:</i> HARLEM FURNITURE, LLC d/b/a THE ROOMPLACE <i>Goods:</i> retail furniture store services <i>Attorney(s):</i> RBB JMR LLL <i>Agent Ref:</i> <i>Client Ref:</i>				

Exhibit B
Copyrights

Northshore 2 Piece Sectional, Copyright Number VA1703118, Dated 2/19/10

[Signature page to Assignment of Trademarks]

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RECORDED: 01/11/2012

TRADEMARK
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