

## 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
CLAYTON-MARCUS COMPANY, INC.		06/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SUN ROWE FINANCE, LLC		
Street Address:	5200 Town Center Circle		
Internal Address:	Suite 600		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74033208	CLAYTON MARCUS	
Serial Number:	85210839	KENSINGTON BY CLAYTON MARCUS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128623312		
Email:	patrick.lau@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle		
Address Line 2:	c/o Patrick Lau, Legal Assistant		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	22522-7 PL		
NAME OF SUBMITTER:	Patrick Lau		

CH \$65.00 74033208

Signature:	/pl/
Date:	06/29/2012
<b>Total Attachments: 6</b> source=Rowe_Trademark Security Agreement - Clayton-Marcus Company#page1.tif source=Rowe_Trademark Security Agreement - Clayton-Marcus Company#page2.tif source=Rowe_Trademark Security Agreement - Clayton-Marcus Company#page3.tif source=Rowe_Trademark Security Agreement - Clayton-Marcus Company#page4.tif source=Rowe_Trademark Security Agreement - Clayton-Marcus Company#page5.tif source=Rowe_Trademark Security Agreement - Clayton-Marcus Company#page6.tif	

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN AMENDED AND RESTATED SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, SUPPLEMENTED OR AMENDED AND RESTATED FROM TIME TO TIME IN ACCORDANCE WITH THESE TERMS, THE "SUBORDINATION AGREEMENT") DATED AS OF JUNE 29, 2012 AMONG SUN ROWE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUN ROWE FINANCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ROWE FINE FURNITURE HOLDING CORP., A DELAWARE CORPORATION ("COMPANY"), ROWE FINE FURNITURE, INC., A DELAWARE CORPORATION ("ROWE"), ROWE FURNITURE MID-ATLANTIC, INC., A DELAWARE CORPORATION ("MID-ATLANTIC"), CLAYTON-MARCUS COMPANY, INC., A DELAWARE CORPORATION ("CLAYTON-MARCUS"; ROWE, MID-ATLANTIC AND CLAYTON-MARCUS ARE COLLECTIVELY, THE "BORROWERS" AND INDIVIDUALLY A "BORROWER") AND WELLS FARGO BANK, NATIONAL ASSOCIATION, ACTING THROUGH ITS WELLS FARGO BUSINESS CREDIT OPERATING DIVISION ("SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY BORROWERS AND COMPANY PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF JANUARY 22, 2010 AMONG BORROWERS, COMPANY, SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH CREDIT AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.**

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of June 2012, among the Grantor listed on the signature page hereof ("Grantor"), and Sun Rowe Finance, LLC, in its capacity as junior lender and subordinated creditor (together with its successors and assigns, the "Lender").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Senior Subordinated Secured Promissory Note of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Note") by Rowe Fine Furniture, Inc., a Delaware corporation ("Rowe"), Rowe

Furniture Mid-Atlantic, Inc, a Delaware corporation ("Mid-Atlantic"), and Clayton-Marcus Company, Inc., a Delaware corporation ("Clayton-Marcus"; collectively with Rowe and Mid-Atlantic, each a "Borrower" and collectively the "Borrowers"), in favor of the Lender, the Lender is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to Borrowers as provided for in the Note, but only upon the condition, among others, that Grantor and certain of its affiliates shall have executed and delivered to the Lender that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to and in favor of the Lender 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, 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 and/or the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns and pledges to the Lender a continuing security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral") (other than Excluded Property): all of its Trademarks, including those Trademarks referred to on Schedule I hereto.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **TERMINATION**. Upon payment in full of the Obligations in accordance with the provisions of the Note and termination or expiration of the Commitments, the Lender shall, at Grantor's expense, execute, acknowledge and deliver to Grantor proper documents and instruments acknowledging the release of the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

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 Subordinated 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 by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

**CLAYTON MARCUS COMPANY, INC.**, a  
Delaware corporation

By: 

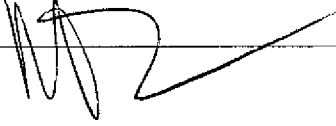
Name: Tim Nugent

Title: CFO, Treasurer and Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUN ROWE FINANCE, LLC, as the Lender**

By: \_\_\_\_\_  
Name: Peter Lee  
Title: Vice President



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

<b>Grantor</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No./ Reg. Date</b>
Clayton-Marcus Company, Inc.	CLAYTON MARCUS	74/033,208	1,627,170 12/11/1990
Clayton-Marcus Company, Inc.	KENSINGTON BY CLAYTON MARCUS	85/210,839	4,046,961 10/25/2011

Schedule I