### 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
American Leather Operations, LLC		107/23/2012	LIMITED LIABILITY COMPANY: DELAWARE

### RECEIVING PARTY DATA

Name:	PNC Bank, National Association	
Street Address:	1000 Westlakes Drive, Suite 200	
Internal Address:	Attn: John Barth	
City:	Berwyn	
State/Country:	PENNSYLVANIA	
Postal Code:	19312	
Entity Type:	Bank: UNITED STATES	

### PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark	
Registration Number:	3138887	AU	
Registration Number:	3144812	BECAUSE LIFE HAPPENS	
Registration Number:	3826992	AMERICAN LEATHER	
Registration Number:	3977717	MENLO PARK	
Registration Number:	4106500	EVERYDAY SLEEPER	
Registration Number:	2575878	AMERICAN LEATHER	
Registration Number:	2558602	STYLE IN MOTION	
Serial Number:	77121999	FURNITURE ART	
Registration Number:	2707006	YOUR STYLE. YOUR CHOICE. YOUR WAY.	
Serial Number:	78655257	SIMPLY BETTER [FURNITURE]	
Registration Number:	2233101	AMERICAN LEATHER	
Serial Number:	74149083	AMERICAN LEATHER	
Registration Number:	1992186	STUDIO DAYBED	

REEL: 004828 FRAME: 0480

TRADEMARK

Serial Number:	<b>741484</b> 95	AMERICAN LEATHER THE BRAND OF EXCELLENCE IN LEATHER UPHOLSTERED FURNITURE
Serial Number:	74148086	AMERICAN LEATHER

### **CORRESPONDENCE DATA**

**Fax Number**: 2158648999

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

via US Mail.

Phone: 215-864-8358

Email: riordana@ballardspahr.com

Correspondent Name: Ballard Spahr LLP

Address Line 1: 1735 Market Street, 51st Floor

Address Line 2: Attn: Zachary Watt

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	00138420
NAME OF SUBMITTER:	Zachary Watt
Signature:	/Zachary Watt/
Date:	07/25/2012

#### Total Attachments: 13

source=American Leather\_Security Agreement#page1.tif source=American Leather\_Security Agreement#page3.tif source=American Leather\_Security Agreement#page3.tif source=American Leather\_Security Agreement#page4.tif source=American Leather\_Security Agreement#page5.tif source=American Leather\_Security Agreement#page6.tif source=American Leather\_Security Agreement#page7.tif source=American Leather\_Security Agreement#page8.tif source=American Leather\_Security Agreement#page9.tif source=American Leather\_Security Agreement#page10.tif source=American Leather\_Security Agreement#page11.tif source=American Leather\_Security Agreement#page12.tif source=American Leather\_Security Agreement#page12.tif source=American Leather\_Security Agreement#page13.tif

### PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of July 23, 2012 is entered into by and between AMERICAN LEATHER OPERATIONS, LLC, a Delaware limited liability company (the "Pledgor"), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders referred to below (in such capacity, the "Administrative Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Pledgor as borrower, the Guarantor party thereto, the lenders and financial institutions party thereto (collectively, "the Lenders") and the Administrative Agent, the Lenders have agreed to provide certain loans to the Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein

**NOW, THEREFORE,** intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Defined Terms.

- (a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").
- (b) "Patents, Trademarks and Copyrights" shall mean and include all of the Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by the Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.
- (c) "<u>Debt</u>" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of the Pledgor to the Administrative Agent, the Lenders, or any Lender or Affiliate of a Lender which provides an Interest Rate Hedge ("<u>IRH Provider</u>") under the Credit Agreement, any of the other Loan Documents, including all

obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of the Pledgor to the Administrative Agent, the Lenders, or any of IRH Provider, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of the Pledgor with respect to any one or more Letters of Credit issued by the Administrative Agent or any Lender; (iii) all indebtedness, loans, obligations, expenses and liabilities of the Pledgor to the Administrative Agent or any of the Lenders, or any IRH Provider, arising out of any Interest Rate Hedge provided by the Administrative Agent, any such Lender(s) or such IRH Provider, and (iv) any sums advanced by the Administrative Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Obligations.

- 2. To secure the full payment and performance of all Obligations, the Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of the Pledgor in and to all of its Patents, Trademarks and Copyrights.
  - 3. The Pledgor covenants and warrants that:
- (a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) to the best of the Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;
- (c) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by the Pledgor not to sue third persons;

- (d) the Pledgor has the limited liability company power and authority to enter into this Agreement and perform its terms;
- (e) as of the Closing Date, no claim has been made to the Pledgor or, to the knowledge of the Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;
- (f) the Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of any material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 10 hereof;
- (g) the Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;
- (h) the Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and
- (i) the Pledgor shall preserve its limited liability company existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Pledgor, or (ii) sell all or substantially all of its assets.
- 4. The Pledgor agrees that, until all of the Obligations shall have been indefeasibly satisfied in full, the Commitments have been terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under this Agreement.
- 5. If, before the Obligations shall have been satisfied in full and the Commitments have been terminated and the Letters of Credit have expired, the Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give to the Administrative Agent prompt notice thereof in writing. The Pledgor and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.
- 6. The Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the other Loan Documents, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the

Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgor, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Obligations as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgor, which right is hereby waived and released.

- 7. If any Event of Default shall have occurred and be continuing, the Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.
- 8. At such time as the Pledgor shall have paid in full in cash all of the Obligations (except contingent indemnification obligations for which no claim has been made) and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and the Administrative Agent shall, at the request and at the sole cost of the Pledgor, execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.
- 9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance

fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

- the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Obligations shall have been paid in full in cash and the Commitments shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Pledgor to do so) and to preserve and maintain all rights in patent applications and Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. The Pledgor shall not abandon any material Patent, Trademark or Copyright without the consent of Administrative Agent, which shall not be unreasonably withheld.
- Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by the Pledgor.
- 12. No course of dealing between the Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.
- 14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

- 15. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, oral and written, between the parties relating to a grant of a security interest in Patents, Trademarks and Copyrights by the Pledgor. The parties agree that prior drafts of this Agreement will not be used to interpret this Agreement and will not be admissible into evidence at any time. This Agreement may not be amended or supplemented except by a writing signed by the Administrative Agent and the Pledgors.
- 16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, <u>provided</u>, <u>however</u>, that the Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.
- 17. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.
- 18. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by facsimile or other electronic transmission will constitute effective and binding execution and delivery.
- 19. All notices, requests, demands, directions and other communications given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.6 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.
- The Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of the Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications the Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which the Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgor agrees that each such provision hereof may be specifically enforced.
- 21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA SITTING IN PHILADELPHIA COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR

ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COMMONWEALTH OF PENNSYLVANIA COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT (INCLUDING AS ISSUER OF LETTERS OF CREDIT) OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST A PLEDGOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

- 22. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 22 HEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.
- 23. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.6 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.
- 24. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24.

# [SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

AMERICAN L	EATHER OPERAT	TIONS, LLC
By: <u>// ///</u> Name: <b>/2.5/08</b>	ex buncan	***************************************
Title: CMEF		Officea
PNC BANK, N as Administrati	IATIONAL ASSOC ive Agent	CIATION,
By: Name: Title:		

DMEAST #15200041

# [SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

Y-X		
By:	 	 
Name:		
Title:		

AMERICAN LEATHER OPERATIONS, LLC

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: John Barth Title: SUP

### SCHEDULE A

### TO

# PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT LIST OF REGISTERED PATENTS, TRADEMARKS, TRADE NAMES AND COPYRIGHTS

### I. <u>Patents</u>

<u>Owner</u>	Type	Registration Number	Expiration Date
American Leather	Utility	6,904,628	9/10/2022
Operations, LLC			
American Leather	Utility	7,040,700	12/2/2023
Operations, LLC			
American Leather	Utility	7,261,367	6/24/2025
Operations, LLC			
American Leather	Utility	8,011,034	11/19/2029
Operations, LLC			
American Leather	Design	D308,141	5/29/2004
Operations, LLC			
American Leather	Design	D330,811	11/10/2006
Operations, LLC			
American Leather	Design	D325,475	4/21/2006
Operations, LLC			
American Leather	Design	D346,507	5/3/2008
Operations, LLC			
American Leather	Design	D364,753	12/5/2009
Operations, LLC			
American Leather	Design	D526,803	8/22/2020
Operations, LLC			

### II. Patent Applications

<u>Owne</u> r	Type	Application Number	<u>Date</u> Filed
American Leather Operations, LLC	Utility	PCT Application No.: PCT/US12/31231	March 29, 2012
American Leather Operations, LLC	Utility	13/435,252	March 30, 2012

### III. Patent Licenses

Licensee	Licensor	<u>Type</u>	Registration Number	Expiration Date
Tiffany and Tiffany, Designers, Inc.	American Leather Operations, LLC	Utility	4,737,996	Expired
Tiffany and Tiffany, Designers, Inc.	American Leather Operations, LLC	Utility	6,904,628	January 9, 2022

{01474265; 2; 1031-49 }DMEAST #15200041 v3

## IV. <u>Trademarks</u>

Owner	Mark	Registration Number	Expiration Date
American Leather	US Trademark AU for	3,138,887	9/5/12
Operations, LLC	furniture		
American Leather	US Trademark	3,144,812	9/19/12
Operations, LLC	BECAUSE LIFE		
•	HAPPENS for furniture		
American Leather	US Trademark	3,826,992	8/3/16
Operations, LLC	AMERICAN		
	LEATHER		
	STAR/MEDALLION		
	Design for furniture		
American Leather	US Trademark MENLO	3,977,717	6/14/17
Operations, LLC	PARK for furniture		
American Leather	US Trademark	4,106,500	2/28/18
Operations, LLC	EVERYDAY		
	SLEEPER for furniture		
American Leather	US Trademark	2,575,878	6/4/22
Operations, LLC	AMERICAN		
	LEATHER for		
	furniture		
American Leather	US Trademark for	2,558,602	4/9/22
Operations, LLC	STYLE IN MOTION		
	for furniture		
American Leather	California Trademark	90700	Abandoned
Operations, LLC	JOHN CHARLES for		
***************************************	furniture		
American Leather	Trademark	Serial No.: 77/121,999	Abandoned
Operations, LLC	FURNITURE ART for		
	art pictures; art prints;		
	graphic art		
	reproductions; printed		
	art reproductions;		
	furniture; sofas; love		
	seats; chairs; pillows;		
American Leather	Trademark <b>YOUR</b>	2 707 006	Cancelled
	STYLE. YOUR	2,707,006	Cancened
Operations, LLC	CHOICE. YOUR		
	WAY, for furniture		
American Leather	Trademark SIMPLY	Serial No.: 78/655,257	Abandoned
Operations, LLC	BETTER	Senai No., 787033,237	Abandoned
Operations, LLC	[FURNITURE] for		
	upholstered furniture,		
	specifically sofas,		
	loveseats, chairs,		
	recliners, ottomans, and		
	sofa beds		
American Leather	Trademark	2,233,101	Cancelled
Operations, LLC	AMERICAN		
Transmission of the same of	LEATHER for		
	furniture		
	1 turniture		<u> </u>

{01474265; 2; 1031-49 }

American Leather Operations, LLC	Trademark AMERICAN LEATHER for furniture	Serial No.: 74/149,083	Abandoned
John Charles Designs, Inc.	Trademark STUDIO DAYBED for daybeds	1,992,186	Cancelled
American Leather Operations, LLC	Trademark AMERICAN LEATHER THE BRAND OF EXCELLENCE IN LEATHER UPHOLSTERED FURNITURE for furniture	Serial No.: 74/148,495	Abandoned
American Leather Operations, LLC	Trademark AMERICAN LEATHER for furniture	Serial No.: 74/148,086	Abandoned
American Leather Operations, LLC	Trademark COMFORT SLEEPER for furniture	N/A	Not pursued
American Leather Operations, LLC	Trademark MEDALLION Design only for furniture	N/A	Not pursued

### V. <u>International Trademarks</u>

<u>Owne</u> r	<u>Mark</u>	Serial Number	Filing Date
American Leather Operations, LLC	Korean Trademark AMERICAN LEATHER STAR/MEDALLION Design for furniture	40-2010-0055791	11/1/10
American Leather Operations, LLC	Taiwan Trademark AMERICAN LEATHER STAR/MEDALLION Design for furniture	100043087	8/23/11

{01474265; 2; 1031-49 }

American Leather	International Trademark	A0025828	8/15/11
Operations, LLC	AMERICAN		
	LEATHER for Japan		
	and China for furniture		
	made in whole or		
	significant part of		
	leather		

VI. Copyrights

None.

VII. <u>Trade Names</u>

None.

{01474265; 2; 1031-49 }