

## 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
OFM Acquisition, LLC		06/29/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3239540	CHABLE	
Registration Number:	3156692	FURNITURE FOR THE REAL OFFICE	
Registration Number:	3132273	OFM	
Registration Number:	3239542	READYLINK	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5135621401		
Email:	mhurst@kmklaw.com		
Correspondent Name:	J. Michael Hurst		
Address Line 1:	One East Fourth Street, Suite 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	FI2290-FI0058		

OP \$115.00 3239540

NAME OF SUBMITTER:	J. Michael Hurst
Signature:	/j. michael hurst/
Date:	07/25/2012
<b>Total Attachments: 6</b> source=OFM Security Agreement#page1.tif source=OFM Security Agreement#page2.tif source=OFM Security Agreement#page3.tif source=OFM Security Agreement#page4.tif source=OFM Security Agreement#page5.tif source=OFM Security Agreement#page6.tif	

**EXECUTION COPY**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of June 29, 2012, is between OFM Acquisition, LLC (the "Grantor") and FIFTH THIRD BANK, as Lender ("Secured Party").

WHEREAS, reference is made to (a) the Senior Credit Agreement dated as of June 29, 2012 between the Grantor, as borrower and the Secured Party, as lender (as amended, supplemented or otherwise modified from time to time, the "Senior Credit Agreement") and (b) the Subordinated Credit Agreement dated as of June 29, 2012 between the Grantor, as borrower and the Secured Party, as lender (as amended, supplemented or otherwise modified from time to time, "Subordinated Credit Agreement" and, together with the Senior Credit Agreement, each, a "Credit Agreement" and, collectively, the "Credit Agreements")

WHEREAS, in order to secure the Obligations under the Credit Agreements, the Grantor and Secured Party are parties to the Security Agreement dated as of June 29, 2012 (the "Security Agreement"); and

WHEREAS, the Secured Party and the Grantor are entering into this IP Security Agreement in order to memorialize the terms and conditions of the Security Agreement, including by recording this IP Security Agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Secured Party agree as follows (with capitalized terms used but not defined herein having the meanings given to them in the Security Agreement):

1. Grant of Security. In order to secure the payment and performance of the Obligations, the Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) all (i) letters patent of the United States or any political subdivision thereof, (ii) applications for letters patent of the United States, and (iii) reissues, divisions, continuations and continuations-in-part, or extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1 hereof and (iv) all rights to obtain any reissues or extensions of the foregoing (the "Patents");

(b) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States

**TRADEMARK**

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Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 2 hereof, and (ii) the right to obtain all renewals thereof (the "Trademarks");

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreements, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

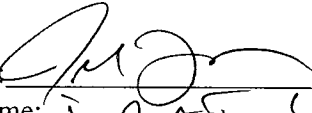
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio.

IN WITNESS WHEREOF, the Grantor and Secured Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

OFM ACQUISITION, LLC

By:   
Name: J. MARK LANE  
Title: VP i SECRETARY

**SECURED PARTY:**

FIFTH THIRD BANK, as Secured Party

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

IN WITNESS WHEREOF, the Grantor and Secured Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

OFM ACQUISITION, LLC

By: \_\_\_\_\_

Name:

Title:

SECURED PARTY:

FIFTH THIRD BANK, as Secured Party

By:  \_\_\_\_\_

Name: Peter Lee

Title: Vice President

**SCHEDULE 1**

**Issued Patents and Patent Applications**

Country	Grantor	Application/Patent No.

**SCHEDULE 2**

## Trademark Registrations and Applications

<b>Mark</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
CHABLE	United States	78-922360	July 5, 2006	May 8, 2007	3,239,540
FURNITURE FOR THE REAL OFFICE	United States	78-606663	April 12, 2005	October 17, 2006	3,156,692
OFM	United States	78-606644	April 12, 2005	August 22, 2006	3,132,273
READYLINK	United States	78-922368	July 5, 2006	May 8, 2007	3,239,542