

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Hillsdale Furniture LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza -- MD# 10908F
Internal Address:	Attn: Brooke A. Balcom, Vice President
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Ohio Banking Corporation: OHIO

<b>PROPERTY NUMBERS Total: 9</b>		
Property Type	Number	Word Mark
Registration Number:	2269006	HILLSDALE
Registration Number:	2290129	HILLSTREET
Registration Number:	3110187	HILLAMATIC
Registration Number:	3130695	PRO ACCESS
Registration Number:	3137016	YOUTH PACK BEDROOM
Registration Number:	3195309	STUDY BUNKER
Registration Number:	3371053	OFFICE SLEEPER
Registration Number:	3464005	AMERICA'S GREAT ROOM
Registration Number:	3632072	HILLSDALE FURNITURE, LLC.

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2025339099
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	

CH \$240.00 2269006

Phone: 202-467-8856  
Email: behogue@vorys.com  
Correspondent Name: Vorys, Sater, Seymour and Pease LLP  
Address Line 1: P.O. Box 2255 -- IPLAW@VORYS  
Address Line 2: Attn: Richard S. Donnell, Esq.  
Address Line 4: Columbus, OHIO 43216

ATTORNEY DOCKET NUMBER:	5252-964/0769/HILLSDALE
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	01/07/2013

**Total Attachments: 12**

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**A FIFTH THIRD BANCORP BANK****TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2012 (the "Effective Date"), is entered into by and between **HILLSDALE FURNITURE LLC**, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 3901 Bishop Lane, Louisville, Kentucky 40218, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"). Debtor hereby grants to Secured Party, for the benefit of Lender and each affiliate of Fifth Third Bancorp, a continuing security interest in and to, and a Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

**1. OBLIGATIONS:** The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Credit Agreement of even date herewith between Debtor and Lender (as may hereafter be amended, renewed, consolidated, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement").

**2. TRADEMARK COLLATERAL:** The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark", and collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all of Debtor's rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trademark or service mark registrations, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights"); (g) the goodwill of Debtor's business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, (i) the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement between Debtor and Secured Party, dated as of the Effective Date (the "General Security Agreement")), in the manner, and to the extent, provided in the definition of Excluded Property therein, and (ii) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use

Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

**3. DEFINITIONS:** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

**4. LICENSES:** Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party so long as no Event of Default has occurred and is continuing (in which case Secured Party may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

**5. REPRESENTATIONS AND WARRANTIES:**

To induce Lender to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to Secured Party that the following statements are as of the Effective Date hereof and as of the date that each representation and warranty set forth in the Credit Agreement is required to be made or remade pursuant thereto, true:

(a) Except as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free and clear from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); and Debtor has full right to grant the security interest hereby granted;

(b) Set forth on Schedule I is a complete and accurate list of all Trademarks registered with (or applications pending with) the United States Patent and Trademark Office and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, (i) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and (ii) to the best of Debtor’s Knowledge, each Trademark is enforceable and each application for registration of any Trademark is valid, registered or registrable, and enforceable. There have been no prior uses of any item of the Trademark Collateral, to Debtor’s Knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor’s

Knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as otherwise disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Debtor has exercised commercially reasonable efforts to cause that reasonable and proper statutory notice be used in all respects in connection with the use of each registered Trademark and service mark at all times on and after the Effective Date;

(f) Except as may be set forth on Schedule I, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder.

**6. DEBTOR'S RESPONSIBILITIES:** Until the Termination of this Agreement in accordance with Section 9(j) of this Agreement:

(a) Debtor will furnish to Secured Party, upon Secured Party's reasonable request, a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Secured Party shall reasonably require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks, that are not now identified in Schedule I, (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. Any expenses incurred in connection with such activities shall be borne by Debtor. To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest, Debtor shall not (i) abandon any registration of or any item of Trademark Collateral, (ii) abandon any right to file an application for Trademark registration, or (iii) abandon any pending application, registration, or Trademark, unless, in each case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's business;

(d) Debtor will notify Secured Party promptly in writing (i) of any information which Debtor has received, or may expect to receive, which might in any way materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto; and (ii) when Debtor has Knowledge (A) that any of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Secured Party if Debtor becomes aware that any item of the Trademark Collateral that is necessary or material to its business is infringed or misappropriated by any Person (an "Infringement"). Debtor will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, and will take all other commercially reasonable actions under the circumstances in any such Infringement suit to protect the Trademark Collateral subject to such Infringement suit. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for any Permitted Liens or as may otherwise be disclosed in Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that could materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will exercise commercially reasonable efforts to cause that reasonable and proper statutory notice is used in connection with its use of each registered Trademark in its business; and

(h) Debtor will pay all reasonable expenses, including reasonable attorneys' fees incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that such expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and all other Loan Collateral.

**7. POWER OF ATTORNEY:** Debtor hereby (a) makes, constitutes and appoints Secured Party (with full power of substitution) its true and lawful attorney in fact: (i) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements reflecting Secured Party's security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein; (ii) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable Governmental Authority); (iii) to execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein; and (iv) upon the occurrence and during the continuance of an Event of Default: (1) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (2) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (3) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral and (b) specifically authorizes Secured Party as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(j) of this Agreement.

**8. DEFAULT:**

(a) After the occurrence and during the continuance of an Event of Default:

(i) Secured Party may resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, the right to: (A) cause the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (B) require Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (C) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Secured Party is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any

Trademark Collateral); and (D) sell the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after payment in full of all Obligations, only when they are actually received by Secured Party. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (1) the goodwill of the Business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Debtor will supply to Secured Party or its designee Debtor's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services;

(ii) Debtor will, upon written request, assemble any records pertaining to the Trademark Collateral and make them available at a place reasonably designated by Secured Party; and

(iii) Secured Party may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default, and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Moreover, Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.



**9. GENERAL PROVISIONS:**

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file and/or record with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country). Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents relating to the Trademark Collateral as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) Secured Party shall have no duty of care with respect to the Trademark Collateral except that Secured Party shall exercise reasonable care with respect to the Trademark Collateral

in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any agreement, document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, modifications, restatements and amendments thereof but only to the extent such renewals, extensions, supplements, modifications, restatements or amendments thereof are not prohibited by the terms of any Loan Document. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. Whenever the sense of this Agreement so requires, the masculine or feminine gender will be substituted for, or be deemed to include, the neuter, the feminine gender will be substituted for the masculine, or the masculine will be deemed to include the feminine, and the neuter gender will be substituted for, or be deemed to include, the masculine or, as applicable, feminine gender. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the Security Agreement (as defined in the Credit Agreement), or Secured Party's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement (as defined in the Security Agreement) or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(h) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. No waiver by Secured Party shall be effective unless it is in writing and then only to the extent specifically stated. Any request from time to time by Debtor for Secured Party's consent under any provision in this Agreement must be in writing, and any consent to be provided by Secured Party under this Agreement from time

to time must be in writing in order to be binding on Secured Party; however, Secured Party will have no obligation to provide any consent requested by Debtor, and Secured Party will not unreasonably withhold the requested consent. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(j) This Agreement will terminate ("Termination") on the later to occur of: (i) the full performance, payment and satisfaction of the Obligations (other than contingent obligations to the extent no claim giving rise thereto has been asserted) or (ii) the termination of all commitments to extend credit and other obligations of Lender under the Credit Agreement. Upon such Termination, Secured Party will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of the Lien granted to Secured Party hereunder on the Trademark Collateral or similar instrument of re-conveyance prepared by Lender.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**HILLSDALE FURNITURE LLC**

By:   
David A. Brill, Chief Operating Officer

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004937 FRAME: 0717**

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**HILLSDALE FURNITURE LLC**

By: \_\_\_\_\_  
David A. Brill, Chief Operating Officer

**FIFTH THIRD BANK**

By: Brooke Balcom  
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004937 FRAME: 0718**

**SCHEDULE I**

**TRADEMARKS AND LICENSES**

**Registered/Pending Trademarks**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
HILLSDALE	75/515,435	07-08-1998	2,269,006	08-10-1999
HILLSTREET	75/540,482	08-21-1998	2,290,129	11-02-1999
HILL-A-MATIC	78/405,852	04-21-2004	3,110,187	06-27-2006
PRO ACCESS	78/405,061	04-20-2004	3,130,695	08-15-2006
YOUTH PACK BEDROOM	78/530,001	12-09-2004	3,137,016	08-29-2006
STUDY BUNKER	78/529,995	12-09-2004	3,195,309	01-02-2007
OFFICE SLEEPER	78/541,963	01-04-2005	3,371,053	01-15-2008
AMERICA'S GREAT ROOM	78/596,383	03-28-2005	3,464,005	07-08-2008
HILLSDALE FURNITURE, LLC. and Design	77/211,891	06-21-2007	3,632,072	06-02-2009

**Common-law Trade Names and Trademarks**

None.

**Trademark License Rights**

None.