

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
Furniture Today Media Group, LLC		05/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Webster Bank, National Association
Street Address:	185 Asylum Street
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1428353	ACCESSORIES/TODAY
Registration Number:	1483414	CASUAL LIVING
Registration Number:	2270144	CASUAL LIVING
Registration Number:	1330832	DESIGN TODAY
Registration Number:	2218347	FURNITURE/TODAY
Registration Number:	1123253	FURNITURE/TODAY
Registration Number:	2779371	GIFTS & DEC DIRECT
Registration Number:	3153465	GIFTS & DECORATIVE ACCESSORIES
Registration Number:	1947005	GLOBAL TEXTILES TODAY
Registration Number:	2169778	HOME ACCENTS TODAY
Registration Number:	1172219	HOME TEXTILES TODAY
Registration Number:	2264205	HOME TEXTILES TODAY
Registration Number:	2009236	RETAIL PLANNING GUIDE
Registration Number:	1682922	THE WEEKLY BUSINESS NEWSPAPER OF THE FUR

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	645910
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/10/2013

Total Attachments: 6

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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **FURNITURE TODAY MEDIA GROUP, LLC**, a Delaware limited liability company (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, (the "**Lender**") are parties to a Security Agreement, dated as of May 9, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged and hypothecated to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

Notwithstanding anything to the contrary contained herein, the security interest granted under this agreement shall not extend to (and such Property shall not constitute Collateral): (i) any asset or property right of the Grantor of any nature if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of such asset or property right or the Grantor's loss of use of such asset or property right or (B) a breach, termination or default under any lease, license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Code or principles of equity) to which the Grantor is party; (ii) any asset or property right of the Grantor of any nature to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that

any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); (iii) Excluded Equity; (iv) any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "*PTO*") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to, and accepted by, the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) and (v) any Excluded Accounts.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 185 Asylum Street, Hartford, Connecticut 06103.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of May 9, 2013.

**FURNITURE TODAY MEDIA GROUP,
LLC**

By: _____

Name: Adam I. Sandow

Title: Chief Executive Officer

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of May 9, 2013

<u>Trademark</u>	<u>Reg. or App. Number</u>	<u>Registration or Filing Date</u>
ACCESSORIES/TODAY	Registration 1428353	2/10/87
CASUAL LIVING	Registration 1483414	4/5/88
CASUAL LIVING	Registration 2270144	8/17/99
DESIGN TODAY	Registration 1330832	4/16/85
FURNITURE TODAY	Registration 2218347	1/19/99
FURNITURE TODAY	Registration 1123253	7/31/79
GIFTS & DEC DIRECT	Registration 2779371	11/4/03
GIFTS & DECORATIVE ACCESSORIES	Registration 3153465	10/10/06
GLOBAL TEXTILES TODAY	Registration 1947005	1/9/96

<u>Trademark</u>	<u>Reg. or App. Number</u>	<u>Registration or Filing Date</u>
HOME ACCENTS TODAY	Registration 2169778	6/30/98
HOME TEXTILES TODAY	Registration 1172219	10/6/81
HOME TEXTILES TODAY	Registration 2264205	7/27/99
RETAIL PLANNING GUIDE	Registration 2009236	10/15/96
THE WEEKLY BUSINESS NEWSPAPER OF THE FURNITURE INDUSTRY	Registration 1682922	4/14/92