

## 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
CHROMCRAFT REVINGTON, INC.		05/31/2013	CORPORATION: DELAWARE
EXECUTIVE OFFICE CONCEPTS		05/31/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	FCC, LLC		
Doing Business As:	First Capital		
Street Address:	3350 Riverwood Parkway		
Internal Address:	Suite 1750		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3623607	FACET	
Registration Number:	3469086	EPIX	
Registration Number:	3592111	ICON	
Registration Number:	3632077	TRAK	
Registration Number:	3469088	ZYN	
Registration Number:	3648136	DIVA	
Registration Number:	3469089	ME	
Registration Number:	3624304	CHROMCRAFT	
Registration Number:	3944755	CHROMCRAFT REVINGTON	
Registration Number:	3788094	PETERS-REVINGTON	
Registration Number:	3915126	CR KIDS & BEYOND	

CH \$440.00 3623607

Registration Number:	3916379	COCHRANE
Registration Number:	3946088	DESIGN & DINE
Registration Number:	4039286	CHROMCRAFT
Registration Number:	4265139	COCHRANE
Serial Number:	85286535	
Serial Number:	85749255	EOC

#### CORRESPONDENCE DATA

Fax Number: 4045725100

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

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Corporate Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	CHROMCRAFT - 21075.015001
NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	06/03/2013

#### Total Attachments: 10

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May 31, 2013 is made by and among CHROMCRAFT REVINGTON, INC., a Delaware corporation ("Parent") and EXECUTIVE OFFICE CONCEPTS, a California corporation ("EOC"; and together with Parent, collectively, "Borrower"), and FCC, LLC, d/b/a FIRST CAPITAL, a Florida limited liability company ("Lender").

### Recitals

Each Borrower and Lender are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by each Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Each Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Trademarks.** **Exhibit A** accurately lists all Trademarks owned or controlled by any Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit A** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on **Exhibit A** (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **[Reserved].**

(c) **Title.** Borrower identified as the owner of each Trademark on **Exhibit A** has absolute title to each Trademark listed thereon, free and clear of all Liens except Permitted Liens. The Borrower (i) will have, at the time such Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(d) **No Sale.** Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Lender's prior written consent; provided, that Borrower may dispose of any Trademark which Borrower determines in its reasonable business judgment is no longer material to the conduct of its business or operations.

(e) **Defense.** Borrower will, at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens, other than any Trademark which Borrower determines in its reasonable business judgment is no longer material to the conduct of its business or operations.

(f) **Maintenance.** Borrower will at its own expense maintain the the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Borrower covenant that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, unless it has determined in its reasonable business judgment such Trademark is no longer material to the conduct of its business or

operations and has provided Lender at least 30 days prior written notice of such determination and its intention to abandon such Trademark.

(g) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), Lender may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the default rate of interest provided for in the Loan Agreement.

(i) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, each Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of such Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Borrower under this Section 3, or, necessary for Lender, after a Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Trademarks. Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Default exists.

5. Defaults. A Default, as defined in the Loan Agreement, shall constitute an event of default under this Agreement (herein called a "Default").

6. Remedies. While a Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and each Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

CHROMCRAFT REVINGTON, INC.

By: James M. LaNeve  
Name: James M. LaNeve  
Title: VP and CEO

EXECUTIVE OFFICE CONCEPTS

By: Kimberly Bailey  
Name: Kimberly Bailey  
Title: Chairman CEO

FCC, LLC, d/b/a FIRST CAPITAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement  
as of the date first written above.


CHROMCRAFT REVINGTON, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTIVE OFFICE CONCEPTS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FCC, LLC, d/b/a FIRST CAPITAL

By:  \_\_\_\_\_  
Name: **Ralph J. Infante** \_\_\_\_\_  
Title: **Senior Vice President** \_\_\_\_\_



STATE OF Indiana )  
 ) SS:  
COUNTY OF Tippecanoe )

On May 31, 2013 before me, William E. Godfrey, Notary Public, personally appeared James M. La Neve, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature William E. Godfrey (Signature of Notary)

(Seal of Notary)

STATE OF Indiana )  
 ) SS:  
COUNTY OF Tippecanoe )

On May 31, 2013 before me, William E. Godfrey, Notary Public, personally appeared Ronald H. Butler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature William E. Godfrey (Signature of Notary)

(Seal of Notary)

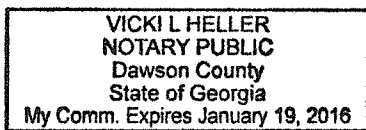
STATE OF Georgia )  
 ) SS:  
COUNTY OF Cobb )

On May 30, 2013 before me, Vicki L. Heller, Notary Public, personally appeared Ralph J. Infante, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Vicki L. Heller (Signature of Notary)



(Seal of Notary)

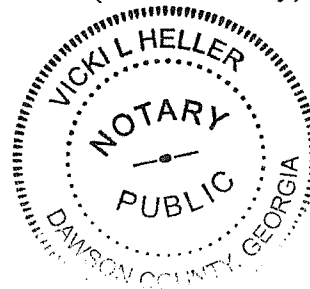


EXHIBIT A  
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS  
REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
FACET	3,623,607	5/19/2009
EPIX	3,469,086	7/15/2008
ICON	3,592,111	3/17/2009
TRAK	3,632,077	6/2/2009
ZYN	3,469,088	7/15/2008
DIVA	3,648,136	6/30/2009
ME	3,469,089	7/15/2008
CHROMCRAFT	3,624,304	5/19/2009
CHROMCRAFT REVINGTON	3,944,755	4/12/2011
PETERS-REVINGTON	3,788,094	5/11/2010
CR KIDS & BEYOND	3,915,126	2/1/2011
COCHRANE	3,916,379	2/8/2011
DESIGN & DINE	3,946,088	4/12/2011
CHROMCRAFT (& DESIGN)	4,039,286	10/11/2011
COCHRANE	4,265,139	3/28/2011
MAPLE LEAF (LOGO)	Serial No. 85/286,535	4/5/2011
EOC	Serial No. 85/749,255	10/9/2012