

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BROYHILL FURNITURE INDUSTRIES, INC.		06/14/2013	LIMITED LIABILITY COMPANY: DELAWARE
HDM FURNITURE INDUSTRIES, INC.		06/14/2013	CORPORATION: DELAWARE
LANE FURNITURE INDUSTRIES, INC.		06/14/2013	CORPORATION: MISSISSIPPI
MAITLAND-SMITH FURNITURE INDUSTRIES, INC.		06/14/2013	CORPORATION: DELAWARE
THOMASVILLE HOME FURNISHINGS, INC.		06/14/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	NexBank SSB
<b>Street Address:</b>	2515 MCKINNEY AVENUE, SUITE 1100
<b>City:</b>	DALLAS
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	State Savings Bank: TEXAS

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1674264	ULTRA-PLUSH
Registration Number:	1713462	ACCENTS
Registration Number:	1617154	BROYHILL SHOWCASE GALLERY
Registration Number:	1233112	BROYHILL SHOWCASE GALLERY
Registration Number:	1690208	HERITAGE
Registration Number:	1616769	RITTENHOUSE SQUARE
Registration Number:	0951221	HERITAGE
Registration Number:	2673082	VIGNETTES

**TRADEMARK**

Registration Number:	1741335	FOUNDERS
Registration Number:	0556636	FOUNDERS

**CORRESPONDENCE DATA**

Fax Number:

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

Email: emendes@paulweiss.com, dgaier@paulweiss.com

Correspondent Name: Danielle L. Gaier

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	13948-213
NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	06/14/2013

**Total Attachments: 5**

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THIS TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2013 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of NexBank SSB, as administrative agent (in such capacity, together with its successors and permitted assigns, "Term Agent") for the Secured Parties (as defined in the Term Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement dated as of September 25, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement") by and among Furniture Brands International, Inc., a Delaware corporation (the "Company"), Broyhill Furniture Industries, Inc., a North Carolina corporation ("Broyhill Furniture"), HDM Furniture Industries, Inc., a Delaware corporation ("HDM Furniture"), Lane Furniture Industries, Inc., a Mississippi corporation ("Lane Furniture"), Maitland-Smith Furniture Industries, Inc., a Delaware corporation and ("Maitland Furniture") and Thomasville Furniture Industries, Inc., a Delaware corporation ("Thomasville Furniture" and with the Company, Broyhill Furniture, HDM Furniture, Lane Furniture, Maitland Furniture and Thomasville Furniture, collectively, the "Borrowers", and each individually a "Borrower"), the other Credit Parties party thereto from time to time, the Term Lenders and Pathlight Capital LLC, as initial Term Agent, the Term Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (including each Borrower with respect to each other Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of September 25, 2012 in favor of Term Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Term Loan Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this short-form Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and in accordance with the terms of the Guaranty and Security Agreement, each Grantor hereby agrees with Term Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Term Agent for the benefit of the Secured Parties, and grants to Term Agent for the benefit of the Secured Parties a Lien on and security

interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (except for Trademarks constituting Excluded Property), including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Term Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Term Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

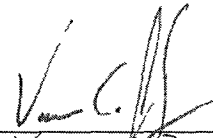
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

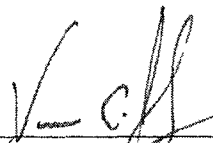
Very truly yours,

Grantors:

FURNITURE BRANDS INTERNATIONAL, INC.

By:   
Name: Vance C. Johnston  
Title: SVP, Chief Financial Officer

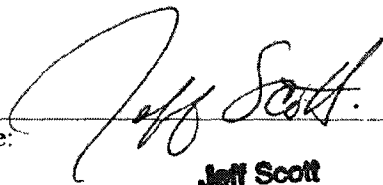
BROYHILL FURNITURE INDUSTRIES, INC.  
HDM FURNITURE INDUSTRIES, INC.  
LANE FURNITURE INDUSTRIES, INC.  
MAITLAND-SMITH FURNITURE INDUSTRIES,  
INC.  
THOMASVILLE HOME FURNISHINGS, INC.

By:   
Name: Vance C. Johnston  
Title: SVP, Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGED AND AGREED  
as of the date first above written:

NEXBANK SSB, as Term Agent

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

**Jeff Scott**  
**Vice President**  
**NexBank, SSB**

**Schedule 1****TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Serial No./Filing Date</b>	<b>Reg. No./Reg. Date</b>	<b>Owner</b>
ULTRA-PLUSH	US FEDERAL	74178474 21-JUN-1991	1674264 04-FEB-1992	BROYHILL FURNITURE INDUSTRIES, INC.
ACCENTS	US FEDERAL	74114301 13-NOV-1990	1713462 08-SEP-1992	BROYHILL HOME FURNISHINGS, INC.
BROYHILL SHOWCASE GALLERY (Logo)	US FEDERAL	73801858 22-MAY-1989	1617154 09-OCT-1990	BROYHILL HOME FURNISHINGS, INC.
BROYHILL SHOWCASE GALLERY (Logo)	US FEDERAL	73313485 05-JUN-1981	1233112 29-MAR-1983	BROYHILL HOME FURNISHINGS, INC.
HERITAGE (Logo)	US FEDERAL	74172434 03-JUN-1991	1690208 02-JUN-1992	HDM FURNITURE INDUSTRIES, INC.
RITTENHOUSE	US FEDERAL	74019464 16-JAN-1990	1616769 09-OCT-1990	HDM FURNITURE INDUSTRIES, INC.
HERITAGE	US FEDERAL	72386134 12-MAR-1971	0951221 23-JAN-1973	HDM FURNITURE INDUSTRIES, INC.
VIGNETTES	US FEDERAL	76269105 08-JUN-2001	2673082 07-JAN-2003	THOMASVILLE HOME FURNISHINGS, INC.
FOUNDERS	US FEDERAL	74246218 13-FEB-1992	1741335 22-DEC-1992	THOMASVILLE HOME FURNISHINGS, INC.
FOUNDERS	US FEDERAL	71601898 08-AUG-1950	0556636 25-MAR-1952	THOMASVILLE HOME FURNISHINGS, INC.

**TRADEMARK**