

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Agent		05/28/2013	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Century Furniture, LLC		
<b>Street Address:</b>	401 11th Street NW		
<b>City:</b>	Hickory		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28601		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2083342	HEIRLOOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	9192868118		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	022100.91 JES		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>Signature:</b>	/John E. Slaughter/		

OP \$40.00 2083342

Date:

06/20/2013

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 28, 2013 ("Release"), is made by **BANK OF AMERICA, N.A.** ("Agent") in favor of **CENTURY FURNITURE, LLC**, a North Carolina limited liability company ("Borrower").

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated as of September 27, 2000 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Borrowers party thereto and the Agent, each Borrower granted to the Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien upon any and all right, title and interest of such Borrower in, to, and under all the Trademarks, Trademark Licenses, and proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Borrower executed and delivered to Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of September 27, 2000 and recorded at the United States Patent and Trademark Office ("USPTO") on April 7, 2004 at Reel 2825 Frame 0097, and the Notice of Grant of Security Interest in Trademarks dated as of September 27, 2000 and recorded at the USPTO on October 20, 2000 at Reel 2165 Frame 0585 (each a "Notice", and collectively, the "Notices").

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Borrower agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest of Borrower in, to, and under the Trademarks, Trademark Licenses, and Proceeds of the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Borrower's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of North Carolina.

**SECTION 4. Acknowledgement.** The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Loan and Security Agreement dated as May 28, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Borrowers party thereto (as defined therein) and Bank of America, N.A.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

**BANK OF AMERICA, N.A., as Agent**

By: Sherry Laird  
Name: Sherry Laird  
Title: SVP

Schedule A

Century Furniture, LLC  
(North Carolina Limited Liability Company)

U.S. Trademark Subject to Security Interest  
Granted by Century Furniture, LLC  
In Favor of Bank of America, N.A., as Agent  
Recorded April 7, 2004 at Reel 2825 Frame 0097

Registered Mark

Mark	Reg. No.	Reg. Date
HEIRLOOM	2083342	07/29/97

U.S. Trademark Subject to Security Interest  
Granted by Century Furniture Industries, Inc.  
In Favor of Bank of America, N.A., as Agent  
Recorded October 20, 2000 at Reel 2165 Frame 0585

Registered Mark

Mark	Reg. No.	Reg. Date
HEIRLOOM	2083342	07/29/97