

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|--------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bob's Discount Furniture, LLC | | 02/12/2014 | LIMITED LIABILITY COMPANY: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Royal Bank of Canada, as Collateral Agent | | |
| Street Address: | 20 King Street West, 4th Floor | | |
| City: | Toronto | | |
| State/Country: | ONTARIO | | |
| Postal Code: | M5H 1C4 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2023414 | BOB'S DISCOUNT FURNITURE | |
| Registration Number: | 3355727 | BOB-O-PEDIC | |
| Serial Number: | 85966189 | BOB'S DISCOUNT FURNITURE | |
| Serial Number: | 85966202 | BOB'S DISCOUNT FURNITURE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2123037064 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212 318 6824 | | |
| Email: | christinedionne@paulhastings.com | | |
| Correspondent Name: | Christine Dionne c/o Paul Hastings LLP | | |
| Address Line 1: | 75 East 55th Street | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 78436.00128 (FIRST LIEN) | | |

CH \$1115.00 2023414

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christine Dionne

Signature:

/Christine Dionne/

Date:

02/13/2014

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of February 12, 2014, is made by Bob's Discount Furniture, LLC, a Massachusetts limited liability company (the "Grantor"), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of February 12, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BDF Intermediate, LLC, a Delaware limited liability company ("Holdings"), BDF Acquisition Corp. (the "Company" or the "Borrower Representative"), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Company, collectively, the "Borrowers"), the Lenders party thereto, and the Agent, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor, the Company and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of the date hereof in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with

the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

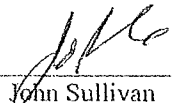
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BOB'S DISCOUNT FURNITURE, LLC,
as the Grantor

By: 
Name: John Sullivan
Title: Executive Vice President

[Grant of Security Interest in Trademark Rights]

ROYAL BANK OF CANADA, as
Collateral Agent

By:


Name: _____
Title: _____ Rodica Dutka
Manager, Agency

SCHEDULE A

U.S. Trademark Registrations and Applications

| OWNER | APPLICATION NUMBER | REGISTRATION NUMBER | TRADEMARK |
|----------------------------------|-------------------------------|--------------------------------|---|
| Bob's Discount Furniture, LLC | 74733445 | 2023414 | Bob's Discount Furniture |
| Bob's Discount Furniture, LLC | 77147738 | 3355727 | Bob-O-Pedic (stylized) |
| Bob's Discount Furniture, LLC | 85966189 | 4432651 | Bob's Discount Furniture (stylized - horizontal) |
| Bob's Discount Furniture, LLC | 85966202 | 4432652 | Bob's Discount Furniture (stylized - stacked) |