

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302743

| | | | |
|---|---|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tropitone Furniture Co., Inc. | | 09/25/2013 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank | | |
| Street Address: | 500 First Avenue | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1786776 | TROPITONE | |
| Registration Number: | 1786777 | TROPITONE | |
| Registration Number: | 1971509 | BASTA SOLE | |
| Registration Number: | 3143229 | STONWORKS | |
| Registration Number: | 3168485 | TROI-KAI | |
| Registration Number: | 3490149 | TROIKANE | |
| Registration Number: | 3528351 | TROPITONE | |
| Serial Number: | 85867308 | TROPITONE | |
| Serial Number: | 85535330 | VALORA | |
| Registration Number: | 4351083 | TROPITONE MODA | |
| Registration Number: | 4100145 | URCOMFORT | |
| Registration Number: | 3816968 | RELAXPLUS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 215-569-5619 | | |
| Email: | pecsenye@blankrome.com | | |
| Correspondent Name: | Timothy D. Pecsénye | | |
| Address Line 1: | One Logan Square | | |
| TRADEMARK | | | |

OP \$315.00 1786776

Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-13062

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 04/28/2014

Total Attachments: 12

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 25th day of September, 2013 by TROPITONE FURNITURE CO., INC., a Florida corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor (Grantor, together with any other Person joined as a borrower to the loan agreement from time to time, the "Borrowers" and each a "Borrower") has entered into that certain Revolving Credit, Term Loan and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Lenders") and PNC, as agent for Lenders (the "Agent") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extension of credit to be made to Borrowers by Lenders; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement; provided, that, Grantor shall not have granted a security interest in any Excluded Assets.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising (the "Intellectual Property Collateral"):

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding anything to the contrary contained herein, the definition of "Intellectual Property Collateral" shall exclude any Excluded Assets, including, without limitation, any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Intellectual Property Collateral.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks and patents registered with the United States Patent and Trademark Office and owned by Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement is governed by the laws of the State of Illinois (without regard to conflicts of law principles).

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TROPITONE FURNITURE CO., INC.

By: 
Randy Danielson
Chief Financial Officer and Treasurer

Agreed and Accepted
as of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Timothy P. Derry
Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

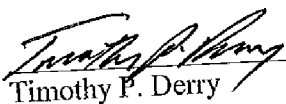
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TROPITONE FURNITURE CO., INC.

By: _____
Randy Danielson
Chief Financial Officer and Treasurer

Agreed and Accepted
as of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Timothy P. Derry
Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

TRADEMARK
REEL: 005268 FRAME: 0884

CALIFORNIA JURAT

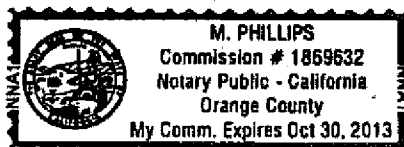
State of California
County of Orange

Subscribed and sworn to (or affirmed) before
me on this 18 th day of September , 2013, by
Randy Danielson

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.

Signature

M. Phillips
(Seal)



OPTIONAL

Though the information below is not required by law, it may prevent
fraudulent removal and reattachment of this form.

Document Title/Type Trademark And Patent Security Agreement
Number of Pages 1

SCHEDULE 1

Trademarks

| MARK | APP. NO. | APP. DATE | REG. NO. | REG. DATE |
|---|-----------------|------------------|-----------------|------------------|
| TROPITONE | 74/288,160 | 06/25/92 | 1,786,776 | 08/10/93 |
|  | 74/288,161 | 06/25/92 | 1,786,777 | 08/10/93 |
| BASTA SOLE | 74/697,425 | 07/03/95 | 1,971,509 | 04/30/96 |
| STONWORKS | 78/489,518 | 09/24/04 | 3,143,229 | 09/12/06 |
| TROPI-KAI | 78/776,677 | 12/19/05 | 3,168,485 | 11/07/06 |
| TROPIKANE | 78/453,648 | 07/20/04 | 3,490,149 | 08/19/08 |
| TROPITONE | 77/181,834 | 05/15/07 | 3,528,351 | 11/04/08 |
| TROPITONE | 85867308 | 03/05/13 | Pending | N/A |
| TROPITONE MODA | 85535323 | 02/06/12 | 4351083 | 06/11/13 |
| VALORA | 85535330 | 02/06/12 | Pending | N/A |
|  | 85233194 | 02/03/11 | 4100145 | 2/14/12 |
| RELAXPLUS | 77827111 | 09/15/09 | 3816968 | 07/13/10 |

Patents

| FILING DATE | APP. NO. | REG. NO. | REG. DATE | TITLE | STATUS |
|--------------------|-----------------|-----------------|------------------|----------------------------------|---------------|
| 04-21-95 | 37879 | D383616 | 09-16-97 | CHAIR | Issued |
| 09-29-82 | 06/432,111 | D277,345 | 01-29-85 | CHAIR | Issued |
| 02-01-96 | 595547 | 5769500 | 06-23-98 | FURNITURE AND METHOD OF ASSEMBLY | Issued |
| 06-30-00 | 29/126039 | D459101 | 06-25-02 | CHAIR | Issued |
| 06-30-00 | 29/126040 | D446660 | 08-21-01 | CHAISE LOUNGE | Issued |
| 05-09-86 | 06/862602 | D296,618 | 07-12-88 | CHAISE LOUNGE | Issued |
| 09-30-82 | 06/430,164 | D277,342 | 01-29-85 | CHAISE LOUNGE | Issued |
| 12-23-80 | 06/223,490 | D267,601 | 01-18-83 | CHAISE LOUNGE | Issued |
| 07-16-02 | 29/164098 | D489543 | 05-11-04 | CHAIR | Issued |
| 07-26-02 | 10/207682 | 6877443 | 04-12-05 | KNOCK-DOWN TABLE | Issued |
| 12-13-02 | 10/319343 | 6752458 | 06-22-04 | ROCKING CHAIR | Issued |
| 12-29-03 | 10/747866 | 7175232 | 02-13-07 | ROCKING CHAIR | Issued |
| 09-09-09 | D/343,235 | D613,957 | 4-20-10 | FRAME FOR MODULAR SEATING | Issued |
| 09-09-09 | D/343,238 | D613,958 | 4-20-10 | FRAME FOR MODULAR SEATING | Issued |
| 2-29-08 | D/304,443 | D605,868 | 12-15-09 | FRAME FOR MODULAR SEATING | Issued |
| 2-29-08 | D/304,445 | D602,705 | 10-27-09 | FRAME FOR MODULAR SEATING | Issued |
| 06-15-12 | D/424,792 | D684,808 | 06-25-13 | COOKING GRILL | Issued |
| 06-15-12 | D/424,790 | D678,712 | 3-26-13 | COOKING GRILL | Issued |

| FILING DATE | APP. NO. | REG. NO. | REG. DATE | TITLE | STATUS |
|--------------------|-----------------|-----------------|------------------|-----------------|---------------|
| 02-02-07 | D/272,183 | D572,915 | 07-15-08 | FURNITURE | Issued |
| 04-29-86 | 06/857532 | D300,996 | 05-09-89 | COFFEE TABLE | Issued |
| 12-23-80 | 06/223,488 | D267,617 | 01-18-83 | COFFEE TABLE | Issued |
| 05-9-86 | 06/862604 | D298,785 | 12-06-88 | SWIVEL CHAIR | Issued |
| 04-29-86 | 06/857534 | D296,848 | 07-26-88 | LOUNGE CHAIR | Issued |
| 02-29-82 | 06/432108 | D278,582 | 04-30-85 | LOUNGE CHAIR | Issued |
| 05-22-86 | 06/865838 | D296,621 | 07-12-88 | OTTOMAN | Issued |
| 09-29-82 | 06/432,113 | D276,858 | 12-25-84 | OTTOMAN | Issued |
| 12-23-80 | 06/223,491 | D267,600 | 01-18-83 | OTTOMAN | Issued |
| 04-29-86 | 06/857531 | D296,284 | 06-21-88 | SIDE TABLE | Issued |
| 05-09-86 | 06/862603 | D296,273 | 06-21-88 | GLIDER | Issued |
| 04-29-86 | 06/857536 | D296,272 | 06-21-88 | GLIDER | Issued |
| 04-29-86 | 06/857535 | D295,933 | 05-31-88 | CIGARETTE TABLE | Issued |
| 04-29-86 | 06/857533 | D294,436 | 03-01-88 | DINING TABLE | Issued |
| 09-29-82 | 06/432112 | D280,686 | 09-24-85 | TEA TABLE | Issued |

| FILING DATE | APP. NO. | REG. NO. | REG. DATE | TITLE | STATUS |
|--------------------|-----------------|-----------------|------------------|--|---|
| 09-29-82 | 06/432,114 | D276,859 | 12-25-84 | LOUNGE | Issued |
| 09-30-82 | 06/430,165 | D276,484 | 11-27-84 | DINING CHAIR | Issued |
| 12-23-80 | 06/223,489 | D270,312 | 08-30-83 | DINING CHAIR | Issued |
| 09-29-82 | 06/432,110 | D276,482 | 11-27-84 | FOOTSTOOL | Issued |
| 12-23-80 | 06/223,487 | D270,877 | 10-11-83 | CHAIR | Issued |
| 12-23-80 | 06/223,486 | D267,524 | 01-11-83 | SETTEE | Issued |
| 07-11-06 | 29/262899 | D557,920 | 12-25-07 | CHAIR | Issued |
| 04-21-95 | 29/037869 | DES41562 4 | 10-26-99 | CHAIR | Issued |
| 04-12-05 | 11/104259 | 7334531 | 02-26-08 | KNOCK-DOWN TABLE | Published - 08-11-05 Pub. No. US 2005/0172870 |
| 03-15-12 | 12/881012 | N/A | N/A | RECLINABLE SEATING APPARATUS AND METHOD | Published 2012/0062008 A1 03-15-12 |
| 08-31-12 | 29/431050 | N/A | N/A | COOKING GRILL | Applied |
| 03-15-13 | 61/799011 | N/A | N/A | COOKING GRILL | Applied |
| 09-16- 2013 | 61/878540 | N/A | N/A | COOKING GRILL | Applied |
| 08-30- 2013 | 29/465816 | N/A | N/A | COOKING GRILL | Applied |
| 08-30- 2013 | 29/465809 | N/A | N/A | COOKING GRILL | Applied |
| 04-30-13 | 61/817822 | N/A | N/A | ADJUSTABLE CUSHIONS FOR SEATING | Applied |

POWER OF ATTORNEY

Dated September 25, 2013

TROPITONE FURNITURE CO., INC., a Florida corporation ("Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Revolving Credit, Term Loan and Security Agreement among the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders"), PNC, as agent for Lenders (in such capacity, "Agent") and Grantor (together with any Person joined thereto as a borrower from time to time, the "Borrowers" and each a "Borrower"), dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"); capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, (c) to use the Trademarks and Patents in connection with exercising its rights and remedies under the Loan Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations (excluding contingent indemnification Obligations for which no claim has then been made, Hedge Liabilities and Cash Management Liabilities permitted to remain outstanding and Letters of Credit that have been cash collateralized and/or backstopped to the satisfaction of the Issuer) have been paid and satisfied in full in cash, Lenders commitment to make Advances under the Loan Agreement has expired or terminated and the Loan Agreement has been terminated.

Error! Unknown document property name.

**TRADEMARK
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IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

TROPITONE FURNITURE CO., INC.

By: 
Randy Danielson
Chief Financial Officer and Treasurer

[SIGNATURE PAGE TO POWER OF ATTORNEY (TRADEMARK AND PATENT)]

CALIFORNIA JURAT

State of California
County of Orange

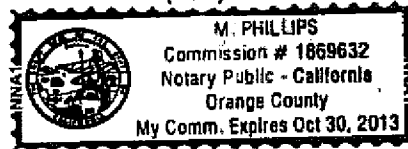
Subscribed and sworn to (or affirmed) before
me on this 18 th day of September , 2013, by
Randy Danielson

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.

Signature _____

M. Phillips

(Seal)



OPTIONAL

Though the information below is not required by law, it may prevent
fraudulent removal and reattachment of this form.

Document Title/Type POA (Trademark and Patent)
Number of Pages 1