

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardi's Department Store, Inc.		06/06/2014	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	The Washington Trust Company		
Street Address:	23 Broad Street		
City:	Westerly		
State/Country:	RHODE ISLAND		
Postal Code:	02891		
Entity Type:	Banking Institution: RHODE ISLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2059396	CARDI'S FURNITURE	
Registration Number:	4170471	IDELIVERY	
Registration Number:	1910100	NIROPE	
CORRESPONDENCE DATA			
Fax Number:	4018656039		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	401-865-6035		
Email:	smcgurk@scottbushlaw.com, cscott@scottbushlaw.com, pstroke@scottbushlaw.com		
Correspondent Name:	Craig M. Scott		
Address Line 1:	One Turks Head Place		
Address Line 2:	Fourth Floor		
Address Line 4:	Providence, RHODE ISLAND 02903		
NAME OF SUBMITTER:	Craig M. Scott		
SIGNATURE:	/Craig M. Scott/		
DATE SIGNED:	06/12/2014		
Total Attachments: 3			
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OP \$90.00 2059396

TRADEMARK

TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

THIS TRADEMARK SECURITY AGREEMENT, as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto (the "Trademark Security Agreement") is dated June 6, 2014, and is entered into by and between **Cardi's Department Store, Inc.**, a Rhode Island corporation with its principal place of business located at One Furniture Way, Swansea, Massachusetts (the "Debtor"), and **The Washington Trust Company**, a Rhode Island banking institution with a place of business located at 23 Broad Street, Westerly, Rhode Island (the "Secured Party").

RECITALS

WHEREAS, pursuant to the Revolving Credit Agreement dated June 6, 2014, between Debtor and Secured Party (the "Loan Agreement"), the Secured Party has agreed make a loan to Debtor in accordance with the terms and conditions set forth therein;

WHEREAS, among the conditions under the Loan Agreement for Secured Party to make a loan to Debtor is that Debtor shall execute and deliver to Secured Party, the Security Agreement dated June 6, 2014 (the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Debtor is required to execute and deliver to Secured Party, this Trademark Security Agreement;

NOW THEREFORE, in consideration of the provisions herein contained, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Debtor hereby agrees as follows:

1. Defined Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Debtor hereby grants to Secured Party a continuing first priority security interest (subject to Permitted Liens) in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Debtor, whether registered or unregistered, including, without limitation, the trademarks listed on Exhibit A annexed hereto and made a part hereof, together with all registrations and recordings thereof all applications in

connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter.

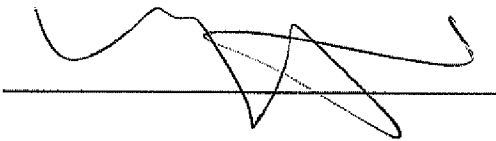
4. Supplement to the Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by references as if fully set forth herein.

5. After-Acquired Trademarks. The provisions of this Trademark Security Agreement shall automatically apply to any new Trademarks Debtor creates or obtains. Debtor shall give prompt written notice to Secured Party with respect to any new Trademarks and any renewals or extensions of any trademark registration as provided in the Security Agreement.

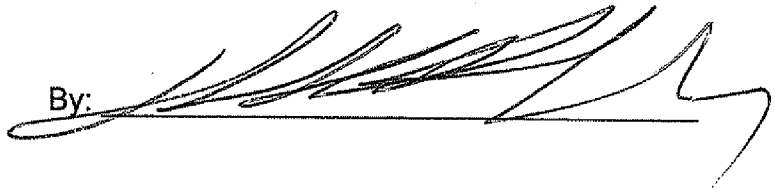
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto as of the date first above written.

WITNESS:

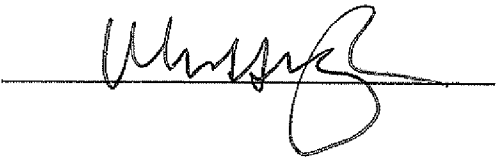
Cardi's Department Store, Inc.



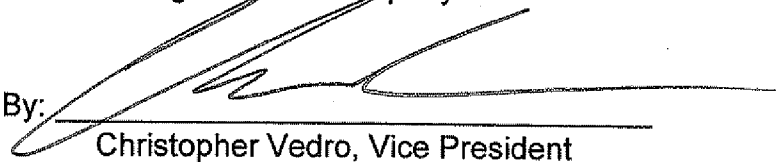
By:



The Washington Trust Company



By:



Christopher Vedro, Vice President

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EXHIBIT A

Existing and Pending Trademarks

Debtor owns the following existing and pending Trademarks

COUNTRY:	REGISTRATION NO.:	REGISTRATION DATE:	MARK:
U.S.A.	2059396	May 6, 1997	CARDI'S FURNITURE
U.S.A.	4170471	July 10, 2012	IDELIVERY
U.S.A.	1910100	August 8, 1995	NIROPE