

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winston Furniture Company of Alabama, Inc.		09/15/2014	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1642837	BABYLON	
Registration Number:	1439990	WINSTON	
Registration Number:	3556130	CLASSIC ELEMENTS	
CORRESPONDENCE DATA			
Fax Number:	7037125240		
<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:	703.712.5361		
Email:	scotugno@mcguirewoods.com		
Correspondent Name:	Shannon cotugno		
Address Line 1:	1750 tysons blvd		
Address Line 2:	Suite 1800		
Address Line 4:	tysons corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2039261-0182		
NAME OF SUBMITTER:	Shannon Cotugno		
SIGNATURE:	/SHANNON COTUGNO/		
DATE SIGNED:	09/17/2014		
Total Attachments: 4			

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TRADEMARK

REEL: 005364 FRAME: 0341

AMENDMENT TO GRANT OF SECURITY INTEREST

This **AMENDMENT TO GRANT OF SECURITY INTEREST** (this "Amendment"), dated as of September 15, 2014, by and between WINSTON FURNITURE COMPANY OF ALABAMA, INC., an Alabama corporation ("Grantor"), and BANK OF AMERICA, N.A., a national banking association, as administrative agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Loan Agreement, as defined below).

A. The Grantor, the Agent, the borrowers party thereto from time to time, and the financial institutions party thereto from time to time as lenders entered into that certain Amended and Restated Revolving and Term Loan Agreement (as amended, restated, or otherwise modified prior to the date hereof, the "Existing Loan Agreement"), dated as of December 16, 2011;

B. In connection with the Existing Loan Agreement, the Grantor and the Agent entered into that certain Grant of Security Interest (as amended, restated, or otherwise modified from time to time, the "Trademark Security Interest"), dated as of December 16, 2011, and recorded on December 22, 2011, at Reel/Frame 4684/0842;

C. The Grantor now desires to enter into that certain Second Amended and Restated Revolving Loan and Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), dated as of even date herewith, by and among Grantor, Agent, Lenders, and the other borrowers party thereto from time to time; and

D. The Grantor has requested that the Agent agree to amend the Trademark Security Interest, in order to provide for the terms and conditions upon which the Obligations (as defined in the Loan Agreement) are secured by the Collateral (as defined in the Trademark Security Interest),

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Loan Agreement, the Trademark Security Interest, and this Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree (a) that all references to the Existing Loan Agreement in the Trademark Security Interest are hereby deemed to be references to the Loan Agreement, (b) that all references to Liabilities in the Trademark Security Interest are hereby deemed to be references to Obligations, and (c) that Schedule 1-A of the Trademark Security Interest is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto, in order to add the following Collateral thereto; provided, that no such amendment or restatement shall release or be deemed to release any security interest in any present or future Collateral granted to Agent and the Lenders as collateral pursuant to the Trademark Security Interest:

Mark	Registration Date	Registration No.
Babylon	04/30/1991	1,642,837


The Grantor hereby represents and warrants to each Lender and the Agent that after giving effect to this Amendment, Schedule 1-A of the Trademark Security Interest sets forth a complete and accurate list of all of the Grantor's Trademarks (as defined in the Trademark Security Interest) as of the date hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

GRANTOR:

**WINSTON FURNITURE COMPANY OF
ALABAMA, INC.**, an Alabama corporation

By: 
Name: Vincent A. Tortorici
Title: Chief Financial Officer and Treasurer

AGENT:

BANK OF AMERICA, N.A., a national banking
association

By: _____
Name: Peter M. Walther
Title: Senior Vice President

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the day and year first written above.

GRANTOR:

**WINSTON FURNITURE COMPANY OF
ALABAMA, INC.**, an Alabama corporation

By: _____
Name: Vincent A. Tortorici
Title: Chief Financial Officer and Treasurer

AGENT:

BANK OF AMERICA, N.A., a national banking
association

By: _____
Name: Peter M. Walther
Title: Senior Vice President

EXHIBIT A

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PURSUANT TO SECOND AMENDED AND RESTATED REVOLVING LOAN AND SECURITY AGREEMENT

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Winston (Stylized Letters)	05/19/1987	1,439,990
Classic Elements	01/06/2009	3,556,130
Babylon	04/30/1991	1,642,837