

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM319989

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ALLY COMMERCIAL FINANCE LLC | FORMERLY GMAC COMMERCIAL FINANCE LLC | 10/10/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WINSTON FURNITURE COMPANY OF ALABAMA, INC., successor by merger with POMPEII FURNITURE CO., INC. | | |
| Street Address: | 475 West Town Place | | |
| Internal Address: | Suite 200 | | |
| City: | St. Augustine | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32092 | | |
| Entity Type: | CORPORATION: ALABAMA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1642837 | BABYLON | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | victormartinez@paulhastings.com | | |
| Correspondent Name: | Victor Martinez | | |
| Address Line 1: | 4747 Executive Drive | | |
| Address Line 2: | 12th Floor | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 90070.00005 | | |
| NAME OF SUBMITTER: | Victor Martinez | | |
| SIGNATURE: | /Victor Martinez/ | | |
| DATE SIGNED: | 10/14/2014 | | |
| Total Attachments: 4 | | | |
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of October 10, 2014 ("Effective Date") by ALLY COMMERCIAL FINANCE LLC, f/k/a GMAC COMMERCIAL FINANCE LLC ("GMAC"), as agent for Lenders (as defined below) having a mailing address at 1185 Avenue of the Americas, 2nd Floor, New York, New York 10036 (GMAC, in such capacity, "Grantee") in favor of WINSTON FURNITURE COMPANY OF ALABAMA, INC., an Alabama corporation and successor by merger with POMPEII FURNITURE CO., INC., a Florida corporation ("Grantor"), with its principal office at 475 West Town Place, Suite 200, St. Augustine, FL 32092.

WHEREAS, Grantee entered into that certain Loan and Security Agreement, dated as of March 31, 2004 (as the same has been amended, modified, restated or supplemented as of the date hereof, the "Loan Agreement"), by and among Grantor, certain affiliates of Grantor, the various financial institutions named therein (each a "Lender" and collectively, the "Lenders") and Grantee, as agent for the Lenders (together with its successors, in such capacity, the "Agent"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Trademark Collateral Security Agreement; and

WHEREAS, to secure their obligations under the Loan Agreement, Grantor entered into that certain Trademark Collateral Security Agreement by and among Grantor, certain affiliates of Grantor and Grantee dated as of March 31, 2004 (the "Trademark Collateral Security Agreement"), pursuant to which Grantor granted to Grantee a continuing security interest in and to all of Grantor's entire right, title and interest in, to and under the following, whether presently existing, appurtenant thereto, or hereafter created, obtained or acquired (the "Trademark Collateral"):

(a) all of the trademarks and pending applications shown on attached Schedule A and all registrations, applications and recordings thereof, including, without limitation, all applications, registrations, and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any foreign country, including without limitation all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates;

(b) all Licenses, all Receivables, contract rights and General Intangibles arising under or relating to each and every License, including without limitation, (i) all moneys due and to become due under any License, (ii) any damages arising out of or for breach or default in respect of any such License, (iii) all other amounts from time to time paid or payable under or in connection with any such License and (iv) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder;

(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing; and

WHEREAS, a Trademark Grant of Security (the "Notice Filing") by Grantor in favor of Grantee relating to the Trademark Collateral was recorded with the U.S. Patent & Trademark Office at Reel/Frame No. 2965/0338 on May 12, 2004; and

WHEREAS, Grantor has paid all of its outstanding indebtedness and other obligations to Grantee and Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Collateral Security Agreement and Notice Filing, hereby terminates, discharges, cancels and releases any and all security interests it has against the Trademark Collateral, and hereby restores all right, title and interest in and to the Trademark Collateral to Grantor.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ALLY COMMERCIAL FINANCE LLC, f/k/a GMAC
COMMERCIAL FINANCE LLC,
as Agent

By: Raymond L. Herbert
Name: Raymond L. Herbert
Title: General Counsel

SCHEDULE A

U.S. AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|------------------|-------------------------|--------------------------|
| BABYLON | 1,642,837 | 4/30/1991 |