

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hillsdale Furniture LLC		02/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
Internal Address:	MD 10908F		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4555550	TUSCAN RETREAT	
Registration Number:	2777887	SENSA	
Registration Number:	3846503	NE KIDS	
Registration Number:	3810292	NE KIDS	
Registration Number:	3496571	SENSA RESERVE	
Registration Number:	2139764	SENSA	
Registration Number:	1749100	NEW ENERGY	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-964/1707/1STAMDTSA		

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NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	03/18/2015
Total Attachments: 5 source=first amendment to trademark security agreement#page1.tif source=first amendment to trademark security agreement#page2.tif source=first amendment to trademark security agreement#page3.tif source=first amendment to trademark security agreement#page4.tif source=first amendment to trademark security agreement#page5.tif	

**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of February 27, 2015 (the "Effective Date"), to be effective at all times after the consummation of the New Energy Acquisition (as defined in the Credit Agreement), by and between **HILLSDALE FURNITURE LLC**, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 3901 Bishop Lane, Louisville, Kentucky 40218 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor and Lender are parties to that certain Credit Agreement dated as of December 21, 2012 (as amended, the "Existing Credit Agreement"). In connection with the Existing Credit Agreement, Debtor and Lender entered into a Trademark Security Agreement dated as of December 21, 2012 (the "Trademark Security Agreement").

B. Debtor and Lender have decided to amend and restate the Existing Credit Agreement by entering into that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended and restated, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. It is a condition precedent to the effectiveness of the Credit Agreement that Debtor amends the Trademark Security Agreement.

D. Now, in order to satisfy the condition precedent set forth in the Credit Agreement, Debtor and Secured Party hereby amend the Trademark Security Agreement all on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

I. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement).

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the Trademark Collateral granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

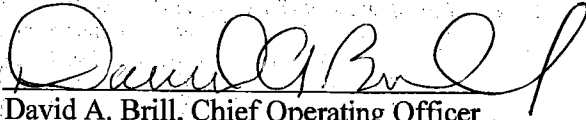
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date, to be effective at all times after the consummation of the New Energy Acquisition.

HILLSDALE FURNITURE LLC

By: 
David A. Brill, Chief Operating Officer

FIFTH THIRD BANK

By: _____
Brooke A. Balcom, Vice President

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date, to be effective at all times after the consummation of the New Energy Acquisition.

HILLSDALE FURNITURE LLC

By: _____

David A. Brill, Chief Operating Officer

FIFTH THIRD BANK

By: _____

Brooke Balcom
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005481 FRAME: 0235

SUPPLEMENT TO SCHEDULE I

TRADEMARKS AND LICENSES

Registered/Pending Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
TUSCAN RETREAT	86/103,943	10-29-2013	4,555,550	06-24-2014
SENSA	78/144,190	7-16-2002	2,777,887	10-28-2003
NE KIDS	77/867,377	11-06-2009	3,846,503	09-07-2010
NE KIDS	77/865,734	10-05-2009	3,810,292	06-29-2010
SENSA RESERVE	77/136,063	03-20-2007	3,496,571	09-02-2008
SENSA	75/169,748	09-20-1996	2,139,764	02-24-1998
NEW ENERGY	74/283,759	06-11-1992	1,749,100	01-26-1993

Common-law Trade Names and Trademarks

NA
NE
NE NEW ENERGY
NEW ENERGY