

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walker Edison Furniture Company LLC		05/05/2015	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Black Oak-Walker Edison-Mezzanine Debt, LLC		
Street Address:	175 South Main Street, Suite 1030		
Internal Address:	c/o Black Oak Capital Management, LLC		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77267685	WE WALKER EDISON FURNITURE COMPANY	
Serial Number:	85751758	WALKER EDISON	
Serial Number:	85751782	WALKER EDISON FURNITURE COMPANY	
Serial Number:	85838091	LIVE OUTSIDE THE BOX	
Serial Number:	85838093	LIVE OUTSIDE THE BOX	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<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:	608-283-0132		
Email:	kateelin@michaelbest.com		
Correspondent Name:	Kelly Teelin, Paralegal		
Address Line 1:	1 S. Pinckney St., Ste. 700		
Address Line 2:	Michael Best & Friedrich LLP		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	207566-0004		
NAME OF SUBMITTER:	Kelly Teelin		
SIGNATURE:	/s/ Kelly Teelin		

OP \$140.00 77267685

DATE SIGNED:	05/12/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated effective as of May 5, 2015, is entered into by and between Walker Edison Furniture Company LLC, a Utah limited liability company ("Debtor"), and Black Oak-Walker Edison-Mezzanine Debt, LLC, a Utah limited liability company ("Secured Party").

A. Debtor and Secured Party have entered into that certain Security Agreement dated as of May 5, 2015 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Debtor's trademarks, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement (the "Credit Agreement") dated as of May 5, 2015, by and between Debtor and Secured Party).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, and such grant insofar as it applies to Loan Collateral covered by the Credit Agreement, is in confirmation of the existing and continuing Lien and security interest granted under the Security Agreement:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each trademark license, including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license, including, without limitation, any trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

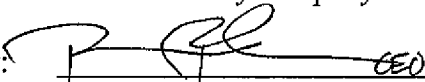
Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

DEBTOR:

WALKER EDISON FURNITURE COMPANY LLC,
a Utah limited liability company

By:  _____

Name: Brad E. Bonham

Title: President and Chief Executive Officer

SECURED PARTY:

BLACK OAK-WALKER EDISON-MEZZANINE DEBT, LLC,
a Utah limited liability company

By: _____

Name: _____

Title: _____

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

DEBTOR:

WALKER EDISON FURNITURE COMPANY LLC,
a Utah limited liability company

By: _____
Name: Brad E. Bonham
Title: President and Chief Executive Officer

SECURED PARTY:

BLACK OAK-WALKER EDISON-MEZZANINE DEBT, LLC,
a Utah limited liability company

By: Rayan Chessman
Name: Rayan Chessman
Title: MANAGER

[Signature page to Trademark Security Agreement]

**SCHEDULE I
TRADEMARKS**

Trademarks

Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
WE WALKER EDISON FURNITURE COMPANY – STYLIZED WORD MARK	Live	77267685	08/29/2007	3405215	04/01/2008
WALKER EDISON – WORD MARK	Live	85751758	10/11/2012	4346668	06/04/2013
WALKER EDISON FURNITURE COMPANY – WORD MARK	Live	85751782	10/11/2012	4353450	06/18/2013
LIVE OUTSIDE THE BOX – WORD MARK	Live	85838091	02/01/2013	4503007	03/25/2014
LIVE OUTSIDE THE BOX – DESIGN MARK	Live	85838093	02/01/2013	4503008	03/25/2014

[Signature page to Trademark Security Agreement]

SLC_2181607

RECORDED: 05/12/2015

**TRADEMARK
REEL: 005514 FRAME: 0685**