

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEALEY'S FURNITURE HOLDINGS, INC.		12/14/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NEWSTAR BUSINESS CREDIT, LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	8401 NORTH CENTRAL EXPRESSWAY		
<b>Internal Address:</b>	SUITE 600		
<b>City:</b>	DALLAS		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4014965	JUST WHAT YOU'RE LOOKING FOR!	
<b>Registration Number:</b>	3656666	DELIVERS SAME DAY, EVERY DAY!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8047888218		
<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>			
<b>Phone:</b>	(804)788-8331		
<b>Email:</b>	HWATTM@HUNTON.COM		
<b>Correspondent Name:</b>	STEPHEN P. DEMM - HUNTON & WILLIAMS LLP		
<b>Address Line 1:</b>	951 EAST BYRD STREET		
<b>Address Line 4:</b>	RICHMOND, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	73306.000056		
<b>NAME OF SUBMITTER:</b>	STEPHEN P. DEMM		
<b>SIGNATURE:</b>	/STEPHEN P. DEMM/		
<b>DATE SIGNED:</b>	12/14/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2015 (this "Agreement"), is made by MEALEY'S FURNITURE HOLDINGS, INC. ("Grantor"), in favor of the Secured Party (as defined below).

WHEREAS, Grantor, owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, MF Corporate Holdings, Inc., NewStar Business Credit, LLC, as administrative agent ("Secured Party") and the lenders party thereto have entered into that certain Loan and Security Agreement dated as of December 14, 2015 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. This security interest is granted as a supplement to the security interests granted to Secured Party

pursuant to the Loan Agreement. Grantor 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS NOT INCLUDING CONFLICTS OF LAWS RULES.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement. A telecopy or other electronic transmission of any such executed counterpart signature page shall be deemed valid as an original.

SIGNATURES FOLLOW  
REMAINDER OF PAGE BLANK

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

GRANTOR:

MEALEY'S FURNITURE HOLDINGS, INC.

By: 

Name: Edward Darcy

Title: President and Chief Executive Officer

SECURED PARTY:

NEWSTAR BUSINESS CREDIT, LLC,  
as administrative agent

By: \_\_\_\_\_

Name: Tanner J. Pump

Title: Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:


**GRANTOR:**

MEALEY'S FURNITURE HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Edward Darcy  
Title: President and Chief Executive Officer

**SECURED PARTY:**

NEWSTAR BUSINESS CREDIT, LLC,  
as administrative agent

By:  \_\_\_\_\_  
Name: Tanner J. Pump  
Title: Vice President

Schedule 1  
to Trademark  
Security Agreement

Mark	Owner	Serial or Reg. No.
JUST WHAT YOU'RE LOOKING FOR!	Mealey's Furniture Holdings, Inc.	4,014,965
DELIVERS SAME DAY, EVERY DAY!	Mealey's Furniture Holdings, Inc.	3,656,666