

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366274

<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>
University Furnishings, L.P.		12/17/2015	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank		
<b>Street Address:</b>	COMM Loan SVC Ctr/DCC-500 1st Avenue		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4531793	UNIVERSITY FURNISHINGS	
<b>Serial Number:</b>	86795865	L THE LIVING COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175276850		
	<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,samuel.taylor@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>ATTORNEY DOCKET NUMBER:</b>	113658.00067		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola/		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	12/17/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 17, 2015, by the undersigned (collectively, jointly and severally, "Grantors," and each individually a "Grantor"), in favor of PNC Bank, National Association ("PNC"), in its capacity as Agent for the Lenders (defined below) (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among The Living Company Holdings, LLC, a Delaware limited liability company ("Holdings"), University Furnishings, L.P., a Texas limited partnership ("University Furnishings"), together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), certain subsidiaries of Holdings party thereto as Guarantors, PNC, as a Revolving Lender and as a Term Loan Lender, other financial institutions which are now or which hereafter become a party thereto (collectively, with PNC, the "Lenders" and each individually a "Lender"), PNC, as Agent, and Garrison Loan Agency Services LLC ("Garrison"), as agent for Term Loan B Lenders (Garrison, together with its successors and assigns, in such capacity, "Term Loan B Agent"), Lenders have agreed to make Advances for the benefit of Borrowers; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's rights, titles and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein does not include any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision),

3. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. REPRESENTATIONS AND WARRANTIES. Each Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Facsimile or portable document format (.pdf) signatures or any other electronic transmission of a signature hereto shall be effective as originals.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 12.3 AND 17.1 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**UNIVERSITY FURNISHINGS, L.P.**

By: **UNIVERSITY PARTNERSHIP GROUP, INC.**,  
its general partner

By: 

Name: Paul Dougan

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 005691 FRAME: 0880**

**ACCEPTED AND ACKNOWLEDGED BY:**

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: 

Name: Gregory W. Bern

Title: SVP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

#37833843

**TRADEMARK**  
**REEL: 005691 FRAME: 0881**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Trademark / Design</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Owner</b>
<b>UNIVERSITY FURNISHINGS</b>	<b>U.S. Federal</b>	<b>Reg.</b>	<b>4531793</b>	<b>20-MAY-2014</b>	<b>University Furnishings, L.P.</b>

**TRADEMARK APPLICATIONS**

<b>Trademark / Design</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>App. Number</b>	<b>Filing Date</b>	<b>Owner</b>
<b>The Living Company and Design</b>	<b>U.S. Federal</b>	<b>Pending</b>	<b>86795865</b>	<b>22-OCT-2015</b>	<b>University Furnishings, L.P.</b>