

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Amended and Restated Trademark Collateral Assignment and Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lexington Furniture Industries, Inc.		04/25/2016	Corporation: NORTH CAROLINA

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	110 East Broward Boulevard; Suite 1100
<b>City:</b>	Fort Lauderdale
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33301
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4057303	11 SOUTH
Registration Number:	4268887	AQUARIUS
Registration Number:	3687131	BLACK ICE
Registration Number:	4749102	COVENTRY HILLS
Serial Number:	86935187	CROSS EFFECT
Registration Number:	4347876	IMAGES OF COURTRAI
Registration Number:	4046961	KENSINGTON BY CLAYTON MARCUS
Registration Number:	4654074	KENSINGTON PLACE
Registration Number:	4344078	LA TOURELLE
Registration Number:	1504866	LEXINGTON
Registration Number:	4379049	LEXINGTON
Registration Number:	4468729	LEXINGTON HOME BRANDS
Serial Number:	86913724	MACARTHUR PARK
Registration Number:	4923916	OYSTER BAY
Registration Number:	3861688	PALOS VERDES
Registration Number:	4654084	PRESTONWOOD
Registration Number:	4187847	QUAIL HOLLOW
Registration Number:	3938542	REGENTS ROW

OP \$690.00 4057303

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86698518	SHADOW PLAY
Registration Number:	0913378	SLIGH
Registration Number:	4665031	SMARTEYE
Serial Number:	86834427	STONEBRIAR
Registration Number:	3477844	STRONG ARM
Serial Number:	86698515	TAKE FIVE
Registration Number:	4492364	TOWER PLACE
Registration Number:	3901359	TWILIGHT BAY
Registration Number:	4062947	HENRY LINK TRADING CO.

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** michael.barys@thomsonreuters.com

**Correspondent Name:** Susan O'Brien

**Address Line 1:** 187 Wolf Road, Suite 101

**Address Line 2:** CT Lien Solutions

**Address Line 4:** Albany, NEW YORK 12205

**NAME OF SUBMITTER:** Susan O'Brien

**SIGNATURE:** /Michael Barys/

**DATE SIGNED:** 05/06/2016

**Total Attachments: 41**

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SECOND AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated as of April 25, 2016, is by and between LEXINGTON FURNITURE INDUSTRIES, INC., a North Carolina corporation ("Debtor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, successor by merger to Wachovia Bank, National Association, successor by merger to Congress Financial Corporation (Florida), as collateral agent (in such capacity, together with its successors and assigns, including any replacement collateral agent, "Secured Party").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and/or is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor and its affiliate, Lexington Holding, Inc. ("Holding") entered into financing arrangements with Wells Fargo Bank, National Association, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (in such capacity, "Agent") and the financial institutions which are parties to the Loan Agreement as lenders (each, individually, a "Lender" and collectively, "Lenders") pursuant to which Lenders (or Agent on behalf of Lenders) made loans and provided other financial accommodations to Debtor as set forth in the Second Amended and Restated Loan and Security Agreement, dated as of April 15, 2016, by and among Debtor, certain of its affiliates, Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Loan Agreement) and the other Financing Agreements (as defined in the Loan Agreement);

WHEREAS, Debtor granted to Secured Party certain collateral security as set forth in the Amended and Restated Trademark Collateral Assignment and Security Agreement, dated May 24, 2004, between Debtor and Secured Party, and recorded in the United States Patent and Trademark Office on July 29, 2004, on Reel 003012, Frame 0952 (the "Existing Trademark Assignment");

WHEREAS, Debtor and Secured Party desire to amend and restate the Existing Trademark Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and

Secured Party hereby agree that the Existing Trademark Assignment shall be (and hereby is) amended and restated as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, and confirms, reaffirms and restates its prior grant to Secured Party of, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement or the other Financing Agreements whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not allowed or allowable), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect. Debtor owns the sole, full and clear title to such Collateral, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the General Security Agreements (as that term is defined in the Loan Agreement), (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Financing Agreements. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor, to its knowledge, does not have any Trademarks, or pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country during any fiscal year of Debtor, Debtor shall provide Secured Party with written notice of such action by no later than 120 days after the end of such fiscal year. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Event of Default, or event, act or condition which with notice or passage of time or both would constitute an Event of Default, shall exist or have occurred as of such time. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's best knowledge no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, any of the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other



security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, after the occurrence and continuance of any Event of Default Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable

law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS  
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Florida.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Dade County, Florida and the United States District Court for the Southern District of Florida and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement, Loan Agreement and the other Financing Agreements.

## 7. ACKNOWLEDGMENT AND RESTATEMENT

(a) Debtor hereby acknowledges, confirms and agrees that Secured Party has and shall continue to have a security interest in and lien upon the Collateral heretofore granted to Secured Party pursuant to this Agreement or under any of the other Financing Agreements or otherwise granted to or held by Secured Party to secure the Obligations.

(b) The liens and security interests of Secured Party in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests, whether under the Existing Trademark Assignment, this Agreement or any of the other Financing Agreements.

(c) As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Assignment are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein or in the other Financing Agreements shall impair or adversely affect the continuation of the liability of Debtor for the Obligations heretofore granted, pledged and/or assigned to Secured Party. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Debtor evidenced by or arising under the other Financing Agreements, and the liens and security interests securing such Indebtedness and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released.

## 8. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Lexington Furniture Industries, Inc.

1300 National Highway  
Thomasville, NC 27360  
Attention: Philip Haney  
Telephone No.: (336) 474-5300  
Telecopier No.: (336) 474-5757

with a copy to: Sun Lexington, LLC  
5200 Town Center Circle, Suite 470  
Boca Raton, Florida 33486  
Attention: Mr. Marc J. Leder,  
Mr. Rodger R. Krouse and  
Mr. Jason Neimark  
Telephone No.: 561-394-0550  
Telecopier No.: 561-394-0540

with a copy to: Kirkland & Ellis  
300 North LaSalle  
Chicago, Illinois 60654  
Attention: Jocelyn Hirsch, Esq.  
Telephone No.: 312-862-2301  
Telecopier No.: 312-862-2200

If to Secured Party and Lenders: Wells Fargo Bank, National Association  
110 East Broward Boulevard  
Suite 1100  
Fort Lauderdale, Florida 33301  
MAC Z6186-110  
Attention: Portfolio Manager- Lexington  
Telephone No.: 954-847-3627  
Telecopy No.: 877-492-5956

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business

trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.


(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

LEXINGTON FURNITURE INDUSTRIES, INC.

By:   
Name: Scott Richardson  
Title: Chief Financial Officer

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, successor by merger to  
Wachovia Bank, National Association, successor  
by merger to Congress Financial Corporation  
(Florida), in its capacity as Collateral Agent

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

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

LEXINGTON FURNITURE INDUSTRIES, INC.

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

Title: \_\_\_\_\_

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, successor by merger to  
Wachovia Bank, National Association, successor  
by merger to Congress Financial Corporation  
(Florida), in its capacity as Collateral Agent

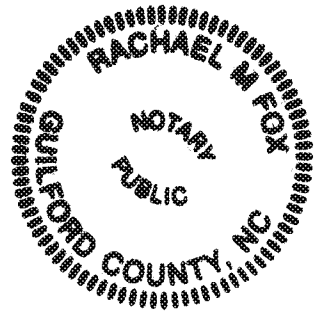
By: \_\_\_\_\_

Title: \_\_\_\_\_

North Carolina

STATE OF ~~NEW YORK~~ )  
Davidson ) ss.:  
COUNTY OF ~~NEW YORK~~ )

On the 27 day of APRIL, 2016, before me personally came Scott Ricewood, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the CFO of LEXINGTON FURNITURE INDUSTRIES, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.



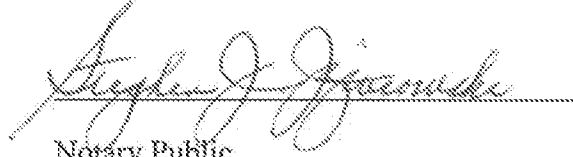
Rachael M Fox  
Rachael M Fox  
Notary Public

My Commission Expires On  
June 23, 2020



STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

On this 25 day of April, 2016, before me personally came Jorge Norberto to me known, who, being duly sworn, did depose and say, that he/she is the VP of WELLS FARGO BANK, NATIONAL ASSOCIATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

  
Notary Public

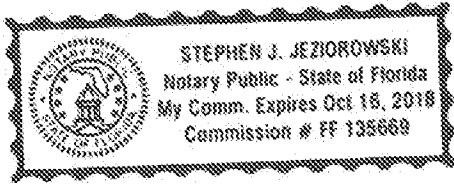


EXHIBIT A  
TO  
AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

SEE ATTACHED

Lexington Furniture Industries, Inc.  
Trademark List

Trademark	App. No	App. Date	Reg. No	Reg. Date	Status	Country
<b>11 SOUTH</b>						
11 SOUTH	85/107,922 <i>Due Date</i> 15 Nov 2017	16 Aug 2010 <i>Action</i> Sec 8 Affidavit due	4,057,303	15 Nov 2011	Registered	United States of America
	20 Furniture					
<b>AQUARIUS</b>						
AQUARIUS	85/291,805 <i>Due Date</i> 1 Jan 2019	11 Apr 2011 <i>Action</i> Sec 8 Affidavit due	4,268,887	1 Jan 2013	Registered	United States of America
	20 furniture					
<b>BLACK ICE</b>						
BLACK ICE	77/501,178 <i>Due Date</i> 22 Sep 2019	17 Jun 2008 <i>Action</i> Next Renewal Due	3,687,131	22 Sep 2009	Pend-Cancel	United States of America
	20 Furniture					
<b>COVENTRY HILLS</b>						
COVENTRY HILLS	86/205,043 <i>Due Date</i> 2 Jun 2021	26 Feb 2014 <i>Action</i> Sec 8 Affidavit due	4,749,102	2 Jun 2015	Registered	United States of America
	20 Furniture					
<b>CROSS EFFECT</b>						
CROSS EFFECT	86/935,187 <i>Due Date</i>	10 Mar 2016 <i>Action</i>			Pending	United States of America
	20 Furniture					

2086/41.2

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**HENRY LINK**

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HENRY LINK	9631404 <i>Due Date</i> 20 Jul 2022 20 furniture	23 Jun 2011 <i>Action</i> Next Renewal Due	9631404	21 Jul 2012	Registered	China
HENRY LINK	75/199,225 <i>Due Date</i> 8 Dec 2018 20 furniture	18 Nov 1996 <i>Action</i> Next Renewal Due	2,209,560	8 Dec 1998	Registered	United States of America

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**HENRY LINK (and Design)**

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HENRY LINK (and Design)	118033 <i>Due Date</i> 26 Apr 2021	26 Apr 2011 <i>Action</i> Next Renewal Due	118033	26 Apr 2011	Registered	Jordan
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20 furniture

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**HENRY LINK TRADING CO.**

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HENRY LINK TRADING CO.	156704 <i>Due Date</i> 3 May 2021 20 furniture	3 May 2011 <i>Action</i> Next Renewal Due	156704	28 May 2013	Registered	United Arab Emirates
HENRY LINK TRADING CO.	76/207,903 <i>Due Date</i> 21 Jan 2023 20 furniture	9 Feb 2001 <i>Action</i> Next Renewal Due	2,676,507	21 Jan 2003	Registered	United States of America
HENRY LINK TRADING CO.	D00.2011.020489	25 May 2011	IDM000380329	25 May 2011	Registered	Indonesia

2086/41.2

*Due Date*  
25 May 2021  
20 furniture

*Action*  
Next Renewal Due

.....  
**HENRY LINK TRADING CO. (and Design)**  
.....

HENRY LINK  
TRADING CO. (and  
Design) 1240167 27 Apr 2011 1240167 27 Apr 2011 Registered Mexico

*Due Date*  
27 Apr 2021

*Action*  
Next Renewal Due



20 furniture

.....  
HENRY LINK  
TRADING CO. (and  
Design) 199917 6 May 2011 199917 23 Feb 2012 Registered Panama

*Due Date*  
6 May 2021

*Action*  
Next Renewal Due



20 furniture

.....  
HENRY LINK  
TRADING CO. (and  
Design) 156703 3 May 2011 156703 24 Mar 2013 Registered United Arab Emirates

*Due Date*  
3 May 2021

*Action*  
Next Renewal Due



20 furniture

.....  
HENRY LINK  
TRADING CO. (and  
Design) 169155 14 Jun 2011 146743 Registered Saudi Arabia



*Due Date*  
14 Jan 2021

*Action*  
Next Renewal Due

20 furniture

HENRY LINK  
TRADING CO. (and  
Design)

1530986      8 Jun 2011      TMA 850878      14 May 2013      Registered      Canada



*Due Date*  
14 May 2028

*Action*  
Next Renewal Due

bar cabinets, beds, benches, bookcases, etageres, buffets, servers, sideboards, chairs, chests, cocktail tables, credenzas, desk chairs, desks, dining chairs, dining tables, display cabinets, dressers, end lamp tables, love seats, settees, mirrors, night stands, ottomans, sofa tables, consoles, sofas, television consoles

HENRY LINK  
TRADING CO. (and  
Design)

124867      30 Oct 2011      101426      3 Jun 2012      Registered      Kuwait



*Due Date*  
30 Oct 2021

*Action*  
Next Renewal Due

20 all goods under class 20

HENRY LINK  
TRADING CO. (and  
Design)

D00.2011.020488      25 May 2011      IDM000380328      25 May 2011      Registered      Indonesia



*Due Date*  
25 May 2021

*Action*  
Next Renewal Due

20 furniture

HENRY LINK  
TRADING CO. (and  
Design) 2011716473 26 May 2011 467847 8 Aug 2012 Registered Russian Federation

*Due Date*  
26 May 2021

*Action*  
Next Renewal Due



20 furniture

HENRY LINK  
TRADING CO. (and  
Design) 40-2011-0022591 26 Apr 2011 40-0912247 26 Mar 2012 Registered Republic of Korea (South)

*Due Date*  
26 Mar 2022

*Action*  
Next Renewal Due



20 furniture

HENRY LINK  
TRADING CO. (and  
Design) 100022756 9 May 2011 1495766 1 Jan 2012 Registered Taiwan

*Due Date*  
31 Dec 2021

*Action*  
Next Renewal Due



20 furniture

HENRY LINK  
TRADING CO. (and  
Design) 1424674 10 May 2011 A.1424674 Registered Australia

*Due Date*  
10 May 2021

*Action*  
Next Renewal Due



20 furniture

HENRY LINK  
TRADING CO. (and  
Design)

85/298,206

18 Apr 2011

4,062,947

29 Nov 2011

Registered

United States of America

*Due Date*

29 Nov 2017

*Action*

Sec 8 Affidavit due



20 furniture



HENRY LINK  
TRADING CO. (and  
Design)

2152570

31 May 2011

2152570

16 Jan 2014

Registered

India

*Due Date*

31 May 2021

*Action*

Next Renewal Due



20 furniture

HENRY LINK  
TRADING CO. (and  
Design)

009962093

12 May 2011

009962093

6 Sep 2011

Registered

EU

*Due Date*

12 May 2021

*Action*

Next Renewal Due



20 furniture

#### IMAGES OF COURTRAI

IMAGES OF  
COURTRAI

85/583,949

29 Mar 2012

4,347,876

4 Jun 2013

Registered

United States of America

*Due Date*

4 Jun 2019

*Action*

Sec 8 Affidavit due

20 furniture

#### KENSINGTON BY CLAYTON MARCUS

KENSINGTON BY  
CLAYTON MARCUS

85/210,839

5 Jan 2011

4,046,961

25 Oct 2011

Registered

United States of America

*Due Date*

25 Oct 2017

*Action*

Sec 8 Affidavit due

20 Upholstered furniture

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**KENSINGTON PLACE**

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<b>KENSINGTON PLACE</b>	86/087,084	9 Oct 2013	4654074	9 Dec 2014	Registered	United States of America
	<i>Due Date</i>	<i>Action</i>				
	9 Dec 2020	Sec 8 Affidavit due				
	20 furniture					

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**KID'S RETREAT**

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<b>KID'S RETREAT</b>	74/443,770	4 Oct 1993	1,933,805	7 Nov 1995	Pend-Cancel	United States of America
	<i>Due Date</i>	<i>Action</i>				
	7 May 2016	Late Renewal Deadline				
	20 furniture					

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**LA TOURELLE**

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<b>LA TOURELLE</b>	85/652,174	14 Jun 2012	4,344,078	28 May 2013	Registered	United States of America
	<i>Due Date</i>	<i>Action</i>				
	28 May 2019	Sec 8 Affidavit due				
	20 furniture					

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**LEXINGTON**

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<b>LEXINGTON</b>	219774	22 Jul 2008			Pending	Egypt
	<i>Due Date</i>	<i>Action</i>				
	22 Jul 2018	Next Renewal Due				
	20					

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<b>LEXINGTON</b>	358760	30 Jun 2008	145370	24 Nov 2008	Registered	Peru
	<i>Due Date</i>	<i>Action</i>				
	24 Nov 2018	Next Renewal Due				

20 bedroom, dining room, living room, occasional and upholstered furniture; mirrors; furniture, picture frames; goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics

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<b>LEXINGTON</b>	193976-01	6 Oct 2010			Pending	Panama
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		20 bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art				
LEXINGTON	T10/15206A <i>Due Date</i> 18 Nov 2020	18 Nov 2010 <i>Action</i> Next Renewal Due	T1015206A	18 Nov 2010	Registered	Singapore
		20 bedroom, dining room, living room, occasional and upholstered furniture; mirrors				
LEXINGTON	n/a <i>Due Date</i> 3 Oct 2018	3 Oct 2008 <i>Action</i> Next Renewal Due	20080357	3 Oct 2008	Registered	St. Kitts Nevis
		20 bedroom, dining room, living room, occasional and upholstered furniture, mirrors, picture frames, goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitute for all these materials, or of plastics				
LEXINGTON	137254 <i>Due Date</i> 30 Jul 2018	16 Nov 2008 <i>Action</i> Next Renewal Due	1180/40	27 Jul 2010	Registered	Saudi Arabia
		20 bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art				
LEXINGTON	097030286 <i>Due Date</i> 1 May 2019	26 Jun 2008 <i>Action</i> Next Renewal Due	1360430	1 May 2009	Registered	Taiwan
		20 bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; cupboards; arts made of wood, plastics; pillows; blinds; inscribed boards; models for decoration; fans; containers made of wood; mail boxes, not of metals and stones; packing containers of plastics; animal specimens; shells; meerschaum; bamboo; straw; coat hanger; nonmetallic ladders; non-metallic caster; non-metallic door and window accessories; non-metallic locking apparatus; non-metallic coffin, nonmetallic vice benches, cages for family pets and domestic animals kennels and containers for household pets; tambours; traverse rods for curtains; bulletin boards made of wood; non-metallic valves not for machine use; non-metallic storehouse; non-metallic identity bracelet for hospital use				
LEXINGTON	15573 <i>Due Date</i> 1 Jan 2017	10 Oct 2008 <i>Action</i> Annuities Due	15573	10 Oct 2008	Registered	Turks & Caicos Islands
		20 bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art				
LEXINGTON	73,708,258 <i>Due Date</i> 20 Sep 2018	29 Jan 1988 <i>Action</i> Next Renewal Due	1,504,866	20 Sep 1988	Registered	United States of America
		20 Bedroom, dining room, living room, occasional and upholstered furniture				
LEXINGTON	4621	3 Sep 2008	4621	3 Sep 2008	Registered	Anguilla

2088/41.2

	<i>Due Date</i>	<i>Action</i>				
	<b>3 Sep 2018</b>	<b>Next Renewal Due</b>				
	20 Bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art					
<b>LEXINGTON</b>	2834772	27 Jun 2008	2296521	18 Jun 2009	Registered	<b>Argentina</b>
	<i>Due Date</i>	<i>Action</i>				
	<b>18 Jun 2019</b>	<b>Next Renewal Due</b>				
	20 all goods in this class					
<b>LEXINGTON</b>	32034	3 Sep 2008			Pending	<b>Bahamas</b>
	<i>Due Date</i>	<i>Action</i>				
	41 (Local class) bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art					
<b>LEXINGTON</b>	25087	8 Sep 2008	81/25087	8 Sep 2014	Registered	<b>Barbados</b>
	<i>Due Date</i>	<i>Action</i>				
	<b>8 Sep 2024</b>	<b>Next Renewal Due</b>				
	20 Furniture, namely, beds, other than for medical purposes, chests of drawers, desks, sideboards, sofas, tables, easy chairs [seats] and chairs; decorative works of art of wood, wax, plaster or plastic; and mirrors [looking glasses]					
<b>LEXINGTON</b>	48557	8 Oct 2008	48557	8 Oct 2008	Registered	<b>Bermuda</b>
	<i>Due Date</i>	<i>Action</i>				
	<b>8 Oct 2029</b>	<b>Next Renewal Due</b>				
	20 bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art					
<b>LEXINGTON</b>	901028010	4 Jul 2008	901028010	3 Nov 2010	Registered	<b>Brazil</b>
	<i>Due Date</i>	<i>Action</i>				
	<b>3 Nov 2020</b>	<b>Next Renewal Due</b>				
	20 all goods in class 20					
<b>LEXINGTON</b>	2008-006261	26 Jun 2008	184148	16 Jan 2009	Registered	<b>Costa Rica</b>
	<i>Due Date</i>	<i>Action</i>				
	<b>16 Jan 2019</b>	<b>Next Renewal Due</b>				
	20 furniture, mirror, picture frames, goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes of all these materials, or of plastic					
<b>LEXINGTON</b>			969605	23 Jun 2008	Registered	<b>WIPO</b>

	<i>Due Date</i>	<i>Action</i>				
	<b>23 Jun 2018</b>	<b>Next Renewal Due</b>				
	20 Bedroom, dining room, living room, occasional and upholstered furniture					
LEXINGTON	0969605	23 Jun 2008			Pending	Antigua & Barbuda
	20 Bedroom, dining room, living room, occasional and upholstered furniture					
LEXINGTON	969605	23 Jun 2008	969605		Registered	Turkey
	20 Bedroom, dining room, living room, occasional and upholstered furniture					
LEXINGTON	700990	4 Jul 2008	TM302506	4 Jul 2008	Registered	Thailand
	<i>Due Date</i>	<i>Action</i>				
	<b>3 Jul 2018</b>	<b>Next Renewal Due</b>				
	20 Furniture, namely beds, dressers, armoires, desks, tables, bookshelves, wall units, entertainment centers, mirrors, chests, pillows, cushions, upholstered and non-upholstered chairs, sofas, ottomans, and benches.					
LEXINGTON	54272	19 Oct 2008	54272	19 Jul 2011	Registered	Qatar
	<i>Due Date</i>	<i>Action</i>				
	<b>19 Oct 2018</b>	<b>Next Renewal Due</b>				
	20 furniture					
LEXINGTON	14770-2008	30 Jul 2008	P304064	3 Jun 2010	Registered	Venezuela
	<i>Due Date</i>	<i>Action</i>				
	<b>3 Jun 2025</b>	<b>Next Renewal Due</b>				
	20 Furniture, mirrors, picture frames; goods (not included in other classes), of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics					
LEXINGTON	4990	5 Dec 2008	4990	5 Dec 2008	Registered	US Virgin Islands
	<i>Due Date</i>	<i>Action</i>				
	<b>5 Dec 2022</b>	<b>Next Renewal Due</b>				
	41 (Local Class) Bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art					

LEXINGTON	2240608 <i>Due Date</i> 10 Mar 2019	26 Jun 2008 <i>Action</i> Next Renewal Due	108,539	10 Mar 2009	Registered	Honduras
	20 upholstered furniture for occasional use; commodes and rooms, mirrors, furniture, frames, goods not included in other classes of wood; commodes and rooms, mirrors, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, pearl, meerschaum and substitutes for all these materials or plastics materials					
LEXINGTON	D002008031927 <i>Due Date</i> 1 Sep 2018	1 Sep 2008 <i>Action</i> Next Renewal Due	IDM000255360	29 Jun 2010	Registered	Indonesia
	20 bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art; furniture, goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics					
LEXINGTON	4197996 <i>Due Date</i> 24 Nov 2020	17 Apr 1996 <i>Action</i> Next Renewal Due	4434852	24 Nov 2000	Registered	Japan
	20 furniture					
LEXINGTON	103031 <i>Due Date</i> 25 Sep 2018	25 Sep 2008 <i>Action</i> Next Renewal Due	103031	25 Sep 2008	Registered	Jordan
	20					
LEXINGTON	96585 <i>Due Date</i> 14 Jul 2016	15 Jul 2008 <i>Action</i> Next Renewal Due	79720	15 Jul 2008	Registered	Kuwait
	20 Bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art and all other goods included in this class					
LEXINGTON	6199 <i>Due Date</i> 9 Sep 2023	29 Aug 2008 <i>Action</i> Next Renewal Due	118310	9 Sep 2008	Registered	Lebanon
	20 bedroom, dining room, living room, occasional and upholstered furniture; mirrors; picture frames; decorative works of art; furniture, goods (not included in other classes) of wood, cork, reed, cane, wicker, horn, bone, ivory, whalebone, shell, amber, mother-of-pearl, meerschaum and substitutes for all these materials, or of plastics					

LEXINGTON	08012754 <i>Due Date</i> <b>30 Jun 2018</b>	30 Jun 2008 <i>Action</i> <b>Next Renewal Due</b>	08012754	16 Jan 2012	Registered	Malaysia
	20 bedroom, dining room, living room, occasional and upholstered furniture, mirrors; picture frames; decorative works of art					
LEXINGTON	953479 <i>Due Date</i> <b>7 Aug 2018</b>	7 Aug 2008 <i>Action</i> <b>Next Renewal Due</b>	1065583	9 Oct 2008	Registered	Mexico
	24 bed sheets, comforters, pillow cases, and textile wall hangings					
LEXINGTON	9765326 <i>Due Date</i> <b>20 Sep 2022</b>	26 Jul 2011 <i>Action</i> <b>Next Renewal Due</b>	9765326	21 Sep 2012	Registered	China
	20 furniture					
LEXINGTON	4-2014-21445 <i>Due Date</i>	11 Sep 2014 <i>Action</i>			Pending	Vietnam
	20 Furniture					
LEXINGTON	4/2014/012592 <i>Due Date</i> <b>10 Oct 2017</b>	10 Oct 2014 <i>Action</i> <b>Declaration of Use - 3 year</b>	4/2014/00012592	7 May 2015	Registered	Philippines
	20 Furniture					
LEXINGTON	16141076 <i>Due Date</i>	13 Jan 2015 <i>Action</i>			Pending	China
	20 Office furniture; beds; tables; seats; divans; sofas; bins, not of metal ; steps [ladders], not of metal; mirrors [looking glasses]; plaited straw, except matting; bead curtains for decoration; placards of wood or plastics; decorations of plastic for foodstuffs; beds for household pets; identification bracelets, not of metal, for hospitals; coffins; fittings, not of metal (Furniture —); indoor window blinds [shades] [furniture].					

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**LEXINGTON (Chinese Characters) 莱克星顿**

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<b>LEXINGTON (Chinese Characters) 莱克星顿</b>	15919160	12 Dec 2014			Pending	China
	<i>Due Date</i>	<i>Action</i>				

20 Furniture (note: update to include all subclasses)

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**LEXINGTON (Chinese Characters) 克星**

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<b>LEXINGTON (Chinese Characters) 克星</b>	10682134	27 Mar 2012	10682134	28 May 2013	Registered	China
	<i>Due Date</i>	<i>Action</i>				
	28 May 2023	Next Renewal Due				
	20 furniture					

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**LEXINGTON (with Swirl "O")**

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<b>LEXINGTON (with Swirl "O")</b>	1,750,596	15 Oct 2015			Pending	Canada
	<i>Due Date</i>	<i>Action</i>				

LEXINGTON

GOODS: Furniture, namely, bedroom furniture; dining room furniture; living room furniture; kitchen furniture; garden furniture; lawn furniture; office furniture; outdoor furniture; patio furniture; bedroom furniture; chairs; computer furniture; computer furniture parts; cushions; doors for furniture; drawers that are furniture parts; furniture buffets; furniture cabinets; furniture casters of metal; furniture chests; furniture coverings of leather; furniture coverings of textile; furniture cushions; furniture doors; furniture partitions; furniture screens; furniture shelves; dining room furniture parts; lawn furniture parts; leather for furniture; leather trimmings for furniture; living room furniture parts; outdoor furniture parts; partitions of wood for furniture; patio furniture parts; textiles for furniture; trimmings of leather for furniture SERVICES: retail furniture store services; custom manufacture of furniture

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<b>LEXINGTON (with Swirl "O")</b>	85,765,843	29 Oct 2012	4,379,049	6 Aug 2013	Registered	United States of America
	<i>Due Date</i>	<i>Action</i>				

LEXINGTON

6 Aug 2019 Sec 8 Affidavit due

20 furniture

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<b>LEXINGTON (with Swirl "O")</b>	11682213	1 Nov 2012			Pending	China
	<i>Due Date</i>	<i>Action</i>				
<b>LEXINGTON</b>						
	20	furniture				

**LEXINGTON FURNITURE INDUSTRIES**

<b>LEXINGTON FURNITURE INDUSTRIES</b>	73/794,758	21 Apr 1989	1,576,409	9 Jan 1990	Registered	United States of America
	<i>Due Date</i>	<i>Action</i>				
	<b>9 Jan 2020</b>	<b>Next Renewal Due</b>				
	20 Living room, dining room, bedroom and occasional furniture, upholstered and unupholstered, made of wood, wicker, or a combination of wicker and wood; namely -- beds, dressers, chests, mirrors, tables, baby cribs, cabinets, buffets, hutches, servers, party sets, chairs, benches, etageres, wall units, bars, entertainment centers, desks, bookcases, sofas, love seats, ottomans, sleeper sofas, rocking chairs, and recliners.					

**LEXINGTON HOME BRANDS**

<b>LEXINGTON HOME BRANDS</b>	75/940,771	9 Mar 2000	2,684,161	4 Feb 2003	Registered	United States of America
	<i>Due Date</i>	<i>Action</i>				
	<b>4 Feb 2023</b>	<b>Next Renewal Due</b>				
	20 furniture 35 retail furniture store services; and retail store product merchandising display services featuring dedicated space for a single brand					

<b>LEXINGTON HOME BRANDS</b>	1648990	4 Aug 2000	1648990	14 Oct 2001	Registered	China
	<i>Due Date</i>	<i>Action</i>				
	<b>13 Oct 2021</b>	<b>Next Renewal Due</b>				
	20 Furniture					

<b>LEXINGTON HOME BRANDS</b>	1723489	10 Aug 2000	1723489	28 Feb 2002	Registered	China
	<i>Due Date</i>	<i>Action</i>				
	<b>27 Feb 2022</b>	<b>Next Renewal Due</b>				

35 Providing business program to show furniture or art in a gallery (business administration assistance); show of goods; business window dressing; sales promotion for other in respect of furniture products

<b>LEXINGTON HOME BRANDS</b>	1841188	6 Sep 2000	1841188	24 Jul 2002	Registered	EU
	<i>Due Date</i>	<i>Action</i>				
	<b>6 Sep 2020</b>	<b>Next Renewal Due</b>				
	20 furniture					
	35 retail store services in the field of furniture					
<b>LEXINGTON HOME BRANDS</b>	446593	8 Sep 2000	677488	31 Oct 2000	Registered	Mexico
	<i>Due Date</i>	<i>Action</i>				
	<b>8 Sep 2030</b>	<b>Next Renewal Due</b>				
	20 furniture					
<b>LEXINGTON HOME BRANDS</b>	953480	7 Aug 2008	1065584	9 Oct 2008	Registered	Mexico
	<i>Due Date</i>	<i>Action</i>				
	<b>7 Aug 2018</b>	<b>Next Renewal Due</b>				
	24 bed sheets, comforters, pillow cases, and textile wall hangings					
<b>LEXINGTON HOME BRANDS</b>	446592	8 Sep 2000	677487	31 Oct 2000	Registered	Mexico
	<i>Due Date</i>	<i>Action</i>				
	<b>8 Sep 2020</b>	<b>Next Renewal Due</b>				
	42 retail furniture stores					
<b>LEXINGTON HOME BRANDS</b>	2001-75905	22 Aug 2001	4631804	20 Dec 2002	Registered	Japan
	<i>Due Date</i>	<i>Action</i>				
	<b>20 Dec 2022</b>	<b>Next Renewal Due</b>				
	20 furniture					

LEXINGTON HOME BRANDS 1,065,184 28 Jun 2000 606,077 23 Mar 2004 Registered Canada

*Due Date* *Action*  
 23 Mar 2019 Next Renewal Due

Wares: Furniture namely beds, headboards, footboards, bed frames, bed rails, bed steps, canopy frames, mirrors, hutches, dressers, chests, cupboards, armoires, chairs, desks, commodes, night stands, entertainment centers, bookcases, wardrobes, benches, curio cabinets, china cabinets, storage cabinets, buffets, servers, dining tables, lamp tables, cocktail tables, end tables, sofa tables, game tables, center tables, drum tables, tables, shelves, sideboards, free-standing corkboards, corkboards, hat racks, ottoman, storage towers, vanities, washstands, credenzas, sleep sofas, sleep loveseats, sofas, loveseats, rockers, seat pads, tea carts, serving trays, butler trays, stools, etageres, bars, magazine racks, demilunes, plate racks, pie safes, trunks, lowboys, television stands, lamps, planter stand, pillows, chaises, upholstered furniture.  
 Services: Gallery programs namely, providing show room design services, training to show room sales personnel, and providing show room promotional point of purchase sales/product materials; and, retail furniture store services.

LEXINGTON HOME BRANDS (Chinese Characters) 克星 家居名品

LEXINGTON HOME BRANDS (Chinese Characters) 克星 家居名品 10682133 27 Mar 2012 10682133 28 May 2013 Registered China

*Due Date* *Action*  
 27 May 2023 Next Renewal Due

20 furniture

LEXINGTON HOME BRANDS (Stylized)

LEXINGTON HOME BRANDS (Stylized) 85,762,996 25 Oct 2012 4468729 21 Jan 2014 Registered United States of America

*Due Date* *Action*  
 21 Jan 2020 Sec 8 Affidavit due

LEXINGTON HOME BRANDS

20 furniture

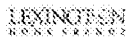
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**LEXINGTON HOME BRANDS (with swirl design)**

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LEXINGTON HOME BRANDS (with swirl design) 4120020017071 23 Aug 2002 4100966610000 4 Feb 2004 Registered Republic of Korea (South)

*Due Date* 4 Feb 2024  
*Action* Next Renewal Due



35 Advertising and business services; sale agency for furniture; sale arrange for furniture; sales agency of sofas; sales agency of dining tables; sales agency of wardrobes [furniture]; sales agency of showcases, sales agency of desk; import-export agencies

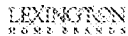
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**LEXINGTON HOME BRANDS (with Swirl "O")**

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LEXINGTON HOME BRANDS (with Swirl "O") 11682214 1 Nov 2012 Pending China

*Due Date*  
*Action*



20 furniture

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**LOFT 102 FOR THE HOME**

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LOFT 102 FOR THE HOME 1,422,942 23 Dec 2008 761,947 17 Mar 2010 Registered Canada

*Due Date* 17 Mar 2025  
*Action* Next Renewal Due

1 Furniture, namely wooden bedroom, dining room, home office and home entertainment furniture

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**MACARTHUR PARK**

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MACARTHUR PARK 86913724 19 Feb 2016 Pending United States of America

*Due Date*  
*Action*

20 Furniture

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**MERITAGE**

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<b>MERITAGE</b>	T11/00044C	4 Jan 2011	T1100044C	4 Jan 2011	Registered	Singapore
	<i>Due Date</i>	<i>Action</i>				
	4 Jan 2021	Next Renewal Due				
	20 Furniture					

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<b>MERITAGE</b>	152700	6 Feb 2011	159758	12 Nov 2011	Registered	United Arab Emirates
	<i>Due Date</i>	<i>Action</i>				
	6 Feb 2021	Next Renewal Due				
	20 Furniture					

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<b>MERITAGE</b>	84999	24 Jan 2011	84999	24 Jan 2011	Registered	Bahrain
	<i>Due Date</i>	<i>Action</i>				
	24 Jan 2021	Next Renewal Due				
	20 Furniture					

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**OYSTER BAY**

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<b>OYSTER BAY</b>	86470353	3 Dec 2014	4923916	22 Mar 2016	Registered	United States of America
	<i>Due Date</i>	<i>Action</i>				
	22 Mar 2022	Sec 8 Affidavit due				
	20 Furniture					

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**PALOS VERDES**

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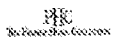
<b>PALOS VERDES</b>	77742291	21 May 2009	3,861,688	12 Oct 2010	Pend-Cancel	United States of America
	<i>Due Date</i>	<i>Action</i>				
	20 Furniture					

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**PHC THE PALMER HOME COLLECTION (Stylized)**

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<b>PHC THE PALMER HOME COLLECTION (Stylized)</b>	5208/1996	12 Feb 1996	383057	21 Nov 1997	Registered	Republic of Korea (South)
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*Due Date*  
21 Nov 2017

*Action*  
Next Renewal Due

26 furniture (wardrobes, buffets, beds, chairs, sofas, tables, dining room tables, book shelves, bookcases, and cabinets)

**PHC THE PALMER  
HOME COLLECTION  
(Stylized)**

261731

6 May 1996

884177

30 May 2005

Pend-Cancel

Mexico



20 furniture

**PRESTONWOOD**

**PRESTONWOOD**

86,090,564

*Due Date*

9 Dec 2020

20 furniture

14 Oct 2013

*Action*

Sec 8 Affidavit due

4654084

9 Dec 2014

Registered

United States of America

**QUAIL HOLLOW**

**QUAIL HOLLOW**

85,339,484

*Due Date*

7 Aug 2018

20 furniture

7 Jun 2011

*Action*

Sec 8 Affidavit due

4,187,847

7 Aug 2012

Registered

United States of America

**REGENTS ROW**

**REGENTS ROW**

77,775,763

*Due Date*

29 Mar 2017

20 Furniture

7 Jul 2009

*Action*

Sec 8 Affidavit due

3,938,542

29 Mar 2011

Registered

United States of America

**SHADOW PLAY**

**SHADOW PLAY**

86698518

*Due Date*

26 Jul 2016

20 Furniture

20 Jul 2015

*Action*

1st IU Extension Due

Allowed

United States of America

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**SLIGH**

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SLIGH 6854715 14 Apr 2010 Registered China

*Due Date* *Action*  
14 Apr 2016 Proof of Use Due

20 Furniture, writing desks, furniture shelves, desks, chairs [seats], mirrors [looking glasses], sideboards

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SLIGH 004425351 3 Jun 2005 004425351 11 May 2006 Registered EU

*Due Date* *Action*  
3 Jun 2025 Next Renewal Due

20 Furniture, specifically, desks, bookcases, tables, chairs, commodes, cabinets, mirrors, chests, credenzas and room screens

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SLIGH 72361762 8 Jun 1970 913378 8 Jun 1971 Registered United States of America

*Due Date* *Action*  
8 Jun 2021 Next Renewal Due

20 furniture, specifically, desks, bookcases, tables, chairs, commodes, cabinets, mirrors, chests, credenzas, and room screens

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SLIGH 1,402,631 9 Jul 2008 766,917 14 May 2010 Registered Canada

*Due Date* *Action*  
14 May 2025 Next Renewal Due

1 Furniture, namely desks, bookcases, tables, chairs, commodes, cabinets, mirrors, chests, credenzas and room screens.

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**SMARTEYE**

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SMARTEYE 86232610 26 Mar 2014 4665031 30 Dec 2014 Registered United States of America

*Due Date* *Action*  
30 Dec 2020 Sec 8 Affidavit due

20 Wireless control device for remotely controlling the operation of audio and visual entertainment equipment mounted in a concealed position in a home entertainment center furniture cabinet and sold as an integrated component of said furniture cabinets, the control device being mounted in the cabinet and having an exposed receiving element that receives a wireless control signal from a remote control device and transmits the control signal to the appropriate concealed equipment in the cabinet

<b>SMARTEYE</b>	1,297,568	12 Apr 2006	697,334	26 Sep 2007	Registered	Canada
	<i>Due Date</i>	<i>Action</i>				
	<b>26 Sep 2022</b>	<b>Next Renewal Due</b>				
<p>1 A wireless control device for remotely controlling the operation of audio and visual entertainment equipment mounted in a concealed position in a home entertainment center cabinet and sold as an integrated component of said furniture cabinets, the control device being mounted in the cabinet and having an exposed receiving element that receives a wireless control signal from a remote control device and transmits the control signal to the appropriate concealed equipment in the cabinet.</p>						

### STONEBRIAR

<b>STONEBRIAR</b>	86834427	30 Nov 2015			Pend-Abandon	United States of America
	<i>Due Date</i>	<i>Action</i>				
<p>20 Furniture</p>						

### STRONG ARM

<b>STRONG ARM</b>	1,387,102	12 Mar 2008	738,676	23 Apr 2009	Registered	Canada
	<i>Due Date</i>	<i>Action</i>				
	<b>23 Apr 2024</b>	<b>Next Renewal Due</b>				
<p>1 Home entertainment furniture, namely a component of a television console consisting of an adjustable support for mounting a television on the console.</p>						

<b>STRONG ARM</b>	77289,098	26 Sep 2007	3,477,844	29 Jul 2008	Registered	United States of America
	<i>Due Date</i>	<i>Action</i>				
	<b>29 Jul 2018</b>	<b>Next Renewal Due</b>				
<p>20 Home entertainment furniture, namely, a component of a television console consisting of an adjustable support for mounting a television on the console</p>						

### TAKE FIVE

<b>TAKE FIVE</b>	86698515	20 Jul 2015			Allowed	United States of America
	<i>Due Date</i>	<i>Action</i>				
<p>20 Furniture</p>						



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**TOWER PLACE**

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<b>TOWER PLACE</b>	85/828,418	21 Jan 2013	4,492,364	4 Mar 2014	Registered	United States of America
	<i>Due Date</i>	<i>Action</i>				
	4 Mar 2020	Sec 8 Affidavit due				
	20 Furniture					

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**TWILIGHT BAY**

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<b>TWILIGHT BAY</b>	77742,284	21 May 2009	3,901,359	4 Jan 2011	Registered	United States of America
	<i>Due Date</i>	<i>Action</i>				
	4 Jan 2017	Sec 8 Affidavit due				
	20 Furniture					

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EXHIBIT B  
TO  
AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

Licenses

EXHIBIT C  
TO  
AMENDED AND RESTATED  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

Special Power of Attorney

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

KNOW ALL MEN BY THESE PRESENTS, that LEXINGTON FURNITURE INDUSTRIES, INC. ("Debtor"), having an office at 1300 National Highway, Thomasville, North Carolina 27360, hereby appoints and constitutes, WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Second Amended and Restated Trademark Collateral Assignment and Security Agreement, dated on or about the date hereof, between Debtor and Secured Party (as amended, modified, supplemented, extended, renewed, restated or replaced, the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: April \_\_\_\_, 2016

LEXINGTON FURNITURE INDUSTRIES, INC.

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

Title: \_\_\_\_\_