

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385051

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest in Patents		
<b>RESUBMIT DOCUMENT ID:</b>	900364785		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CapitalSource Finance LLC		05/16/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Mitchell Gold Co.		
<b>Street Address:</b>	135 One Comfortable Place		
<b>City:</b>	Taylorsville		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28681		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2405805	MG	
<b>Registration Number:</b>	2353811	MITCHELL GOLD	
<b>Registration Number:</b>	3759075	MITCHELL GOLD + BOB WILLIAMS	
<b>Registration Number:</b>	3874158	MG+BW	
<b>Registration Number:</b>	3459425	MG+BW	
<b>Registration Number:</b>	3219509	MITCHELL GOLD + BOB WILLIAMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F163132		
<b>NAME OF SUBMITTER:</b>	Lisa A. Cobbett		

<b>SIGNATURE:</b>	/Lisa A. Cobbett/
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<b>DATE SIGNED:</b>	05/20/2016
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**Total Attachments: 39**

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## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

MAY 16, 2016

WHEREAS, The Mitchell Gold Co., a North Carolina corporation having an address of 135 One Comfortable Place, Taylorsville, North Carolina 28681 (the "**Grantor**"), granted a security interest to CAPITALSOURCE FINANCE LLC, a Delaware limited liability company with a principal place of business at 5404 Wisconsin Avenue, 2<sup>nd</sup> Floor, Chevy Chase, Maryland 20815 (the "**Secured Party**"), in Grantor's trademarks pursuant to (i) that certain Intellectual Property Security Agreement dated as of April 4, 2003, which was filed at the United States Patent and Trademark Office on May 4, 2007 and recorded on Reel 3535, Frame 0748 (the "**Original Security Agreement**"), and (ii) that certain Amended and Restated Intellectual Property Security Agreement dated as of August 14, 2009, which was filed at the United States Patent and Trademark Office on August 20, 2009 and recorded on Reel 4049, Frame 0835 (the "**A&R Security Agreement**", and together with the Original Security Agreement, collectively, the "**Security Agreements**"), true and complete copies of which Security Agreements are attached hereto as **Exhibit A**; and

WHEREAS, the security interests granted by the Grantor to Secured Party under the Security Agreements have been terminated.

NOW, THEREFORE, Secured Party releases its security interest in all IP Collateral (as defined in the Security Agreements), including, without limitation, the trademark and service mark registrations and trademark and service mark applications listed on **Exhibit B** attached hereto, along with all goodwill associated with the foregoing.

Secured Party agrees that, upon the request of the Grantor or any successor in interest or assignee thereof, and at the expense of the Grantor, Secured Party will execute any document, cause to be made any filing or take any other action deemed reasonably necessary or advisable by the Grantor, or any successor in interest or assignee thereof, to effectuate the release of interests contemplated herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Secured Party, by its signature below of its duly authorized representative, agrees to be bound by the provisions of this Termination of Security Interest in Trademarks as of the date above first written.

CAPITALSOURCE FINANCE LLC


By:   
Name: David Zimmerman  
Title: Senior Vice President

Exhibit A

Security Agreements

[see attached]



**UNITED STATES PATENT AND TRADEMARK OFFICE**

Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office

MAY 04, 2007

PTAS

**\*900076073A\***

DARREN W. COLLINS  
2001 ROSS AVENUE; SUITE 3000  
PATTON BOGGS LLP  
DALLAS, TX 75201

\*900076073A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/04/2007

REEL/FRAME: 003535/0748  
NUMBER OF PAGES: 16

BRIEF: INTELLECTUAL PROPERTY SECURITY AGREEMENT TO THAT CERTAIN  
REVOLVING CREDIT, TERM LOAN AND SECURITY AGREEMENT  
DOCKET NUMBER: 013043.0172

ASSIGNOR:

THE MITCHELL GOLD CO.

DOC DATE: 04/04/2003  
CITIZENSHIP: NORTH CAROLINA  
ENTITY: CORPORATION

ASSIGNOR:

FURNITURE ACQUISITION CORP.

DOC DATE: 04/04/2003  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

ASSIGNEE:

CAPITALSOURCE FINANCE LLC  
4445 WILLARD AVENUE  
12TH FLOOR

CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

DARREN W. COLLINS COMPANY: 2001 ROSS AVENUE; SUITE 3000

CHEVY CHASE, MARYLAND 20815

003535/0748 PAGE 2

APPLICATION NUMBER: 75767272  
REGISTRATION NUMBER: 2405805

FILING DATE: 08/03/1999  
ISSUE DATE: 11/21/2000

MARK: MG

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 75767273  
REGISTRATION NUMBER: 2353811

FILING DATE: 08/03/1999  
ISSUE DATE: 05/30/2000

MARK: MITCHELL GOLD

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**05/04/2007**  
**900076073**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement to that certain Revolving Credit, Term Loan and Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Mitchell Gold Co.		04/04/2003	CORPORATION: NORTH CAROLINA
Furniture Acquisition Corp.		04/04/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Finance LLC
<b>Street Address:</b>	4445 Willard Avenue
<b>Internal Address:</b>	12th Floor
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2405805	MG
Registration Number:	2353811	MITCHELL GOLD

**CORRESPONDENCE DATA**

Fax Number: (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2147581500  
 Email: estafford@pattonboggs.com  
 Correspondent Name: Darren W. Collins  
 Address Line 1: 2001 Ross Avenue; Suite 3000  
 Address Line 2: Patton Boggs LLP  
 Address Line 4: Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 013043.0172

OP \$65.00 2405805



NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	05/04/2007
Total Attachments: 14 source=IP#page1.tif source=IP#page2.tif source=IP#page3.tif source=IP#page4.tif source=IP#page5.tif source=IP#page6.tif source=IP#page7.tif source=IP#page8.tif source=IP#page9.tif source=IP#page10.tif source=IP#page11.tif source=IP#page12.tif source=IP#page13.tif source=IP#page14.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of April 4, 2003, by **FURNITURE ACQUISITION CORP.**, a Delaware corporation ("Parent") and **THE MITCHELL GOLD CO.**, a North Carolina corporation (the "Company" and together with Parent collectively, the "Grantor"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

### RECITALS

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among the Grantor, the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all of the Grantor's obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. The Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any IP Collateral in which the Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining the Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document

in order to perfect, maintain, continue or otherwise protect the Agent's interest or the Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall

govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to its choice of law provisions.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

**FURNITURE ACQUISITION CORP.**

By: 

Name: Peter Petrillo

Title: President

**THE MITCHELL GOLD CO.**

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

Name: John Bounous

Title: Vice President, CFO

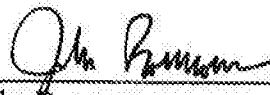
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**

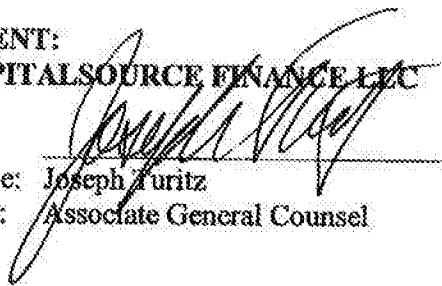
**FURNITURE ACQUISITION CORP.**

By: \_\_\_\_\_  
Name: Peter Petrillo  
Title: President

**THE MITCHELL GOLD CO.**

By:   
Name: John Bounous  
Title: Vice President, CFO

**AGENT:**  
**CAPITALSOURCE FINANCE LLC**

By:   
Name: Joseph Furitz  
Title: Associate General Counsel



ACKNOWLEDGMENT

STATE OF NEW YORK

:  
: SS

COUNTY OF NEW YORK

Before me, the undersigned, a Notary Public, on this \_\_\_ day of April, 2003, personally appeared Peter Petrillo to me known personally, who, being by me duly sworn, did say that he is the President of FURNITURE ACQUISITION CORP., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said \_\_\_\_\_ acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: \_\_\_\_\_

MICHAEL TONKINSON  
Notary Public, State of New York  
No. 01T06084629  
Qualified in New York County  
Commission Expires December 9, 20 06

STATE OF NC

COUNTY OF Alexander

: SS

Before me, the undersigned, a Notary Public, on this \_\_\_ day of April, 2003, personally appeared John Bounous to me known personally, who, being by me duly sworn, did say that he is the Vice President, CFO of The Mitchell Gold Co., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said

*John Bounous* acknowledged said instrument to be his free act and deed.

*Pamela Allen*

Notary Public

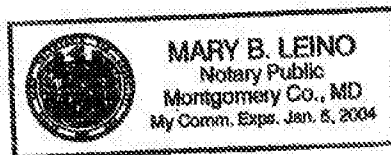
My Commission Expires: April 26, 2005

ACKNOWLEDGMENT

STATE OF MARYLAND :  
 : SS  
COUNTY OF MONTGOMERY :

Before me, the undersigned, a Notary Public, on this 2nd day of April, 2003, personally appeared Joseph Turitz to me known personally, who, being by me duly sworn, did say that he is the Associate General Counsel of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Joseph Turitz acknowledged said instrument to be his free act and deed.

  
Notary Public  
My Commission Expires: \_\_\_\_\_



SCHEDULE A

COPYRIGHT COLLATERAL

None.

**SCHEDULE B**

**PATENT COLLATERAL**

None

NYDOC803/675184.2

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	MG (Stylized)	2,405,805	9/21/00
USA	Mitchell Gold	2,353,811	5/30/00

Trademark Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
Australia	MG (Stylized)	926148	9/6/02
Australia	MG Mitchell Gold (Stylized)	926149	9/6/02
Australia	Mitchell Gold	926150	9/6/02
Brazil	MG Mitchell Gold (Stylized)	822325411	12/29/99
Brazil	Mitchell Gold	822325446	12/29/99
Canada	MG (Stylized)	1,085,657	12/8/00
Canada	MG Mitchell Gold (Stylized)	Not yet available	Approx. 9/11/02

Trademark Licenses

License Agreement dated October 31, 1998 between Rowe Diversified, Inc. ("Licensor") and The Mitchell Gold Co. ("Licensee"), whereby Licensor, the exclusive owner of the unregistered trademark and trade name "Mitchell Gold" (the "Mark"), grants an exclusive, world-wide license to the Licensee to use the Mark, and any trademark registrations with respect thereto, directly or indirectly in connection with (a) the operation of any furniture and home furnishings businesses operated by the Licensee, and (b) furniture and home furnishings products manufactured or sold by the Licensee. The License Agreement will be transferred pursuant to the Trademarks and Intangible Assignment Agreement dated April 3, 2003 between Rowe Diversified, Inc. and Furniture Acquisition Corp.

**SCHEDULE D**

**DOMAIN NAMES**

1. mitchellgold.com
2. slipcover.com

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amended and Restated Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mitchell Gold Co.		08/14/2009	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CapitalSource Finance LLC		
Street Address:	4445 Willard Avenue, 12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3459425	MG+BW	
Serial Number:	77672328	MITCHELL GOLD + BOB WILLIAMS	
Serial Number:	77672331	MG+BW	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.com		
Correspondent Name:	Vicky Walker, Senior Paralegal		
Address Line 1:	2001 Ross Avenue, Suite 3000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	013043.0172		
NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal		

CP \$90.00 3459425

900141506

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REEL: 005794 FRAME: 0535



Signature:

*Nicky Walker*

Date:

08/20/2009

Total Attachments: 14

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REEL: 005794 FRAME: 0536

**AMENDED AND RESTATED**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of August 14, 2009, by **THE MITCHELL GOLD CO.**, a North Carolina corporation (the "**Grantor**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

**RECITALS**

**WHEREAS**, Grantor, the Agent, and the Lenders have entered into that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

**WHEREAS**, Grantor, the Agent, and the other parties thereto entered into that certain Intellectual Property Security Agreement, dated as of April 4, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Original IP Security Agreement**");

**WHEREAS**, the Grantor and the Agent wish to amend and restate the Original IP Security Agreement;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to extend credit to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure the Grantor's prompt, punctual and faithful payment of the Obligations and the performance of all of the Grantor's obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "**IP Collateral**");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. The Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any IP Collateral in which the Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining the Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or the Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are

hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to its choice of law provisions.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intellectual Property Security Agreement as of the date first written above.

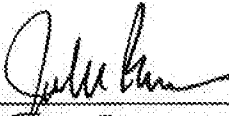
**GRANTOR:**

THE MITCHELL GOLD CO.

By:

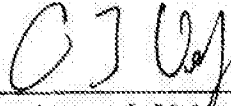
Name:

Title:

  
\_\_\_\_\_  
John Bousous  
\_\_\_\_\_  
CFD  
\_\_\_\_\_

AGENT:

CAPITALSOURCE FINANCE LLC

By:   
Name: Arturo J. Velaz  
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF North Carolina :

: SS

COUNTY OF Burke :

Before me, the undersigned, a Notary Public, on this 14 day of August, 2009, personally appeared John Bousous to me known personally, who, being by me duly sworn, did say that he/she is the CEO of The Mitchell Gold Co., as Grantor, and that said Second Amendment to Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said John Bousous acknowledged said instrument to be his/her free act and deed.



Notary Public

My Commission Expires: 10/26/2013



ACKNOWLEDGMENT

STATE OF Maryland :

: SS

COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 14<sup>th</sup> day of August, 2009, personally appeared Arthur J. Veltz to me known personally, who, being by me duly sworn, did say that he/she is the Authorized Signatory CapitalSource Finance LLC, as Agent, and that said Second Amendment to Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Authorized Signatory acknowledged said instrument to be his/her free act and deed.



Rhodora B. Beland  
Notary Public  
My Commission Expires: 01-28-2013

SCHEDULE A

COPYRIGHT COLLATERAL

Copyright No.	Title	Registration Date	Publication Date
VA-899-463	Cowboy on chair.	27-Feb-98	9-Sep-97
VA-899-464	Sunday morning with Mitchell Gold.	27-Feb-98	9-Sep-97
VA-899-465	Cowboy on sofa.	27-Feb-98	9-Sep-97
VA-899-466	Lulu.	27-Feb-98	9-Sep-97

**SCHEDULE B**

**PATENT COLLATERAL**

None.

**SCHEDULE C**


**TRADEMARK COLLATERAL**

**A. U.S. Trademark Registrations**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
MITCHELL GOLD + BOB WILLIAMS	78689357	August 10, 2005	3219509	March 20, 2007
MITCHELL GOLD + BOB WILLIAMS	77672328	February 17, 2009	N/A	Pending
MG + BW	78726438	October 4, 2005	Prior Registration 2405805	
MG + BW (stylized)	78726438	October 4, 2005	3459425	July 1, 2008
MG + BW (stylized)	77672331	February 17, 2009	N/A	Pending
MG (stylized)	75767272	August 3, 1999	2405805	November 21, 2000
MITCHELL GOLD	75767273	August 3, 1999	2353811	May 30, 2000

**B. International Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
MG (stylized)	Australia	926148	926148	September 6, 2002
MG (stylized)	Canada	1085657	TMA593072	October 24, 2003
MG MITCHELL GOLD (stylized)	Australia	926149	926149	September 6, 2002

	Canada	1152343	TMA610918	May 21, 2004
MG + BW	Canada	1292777	N/A	Allowed
MG + BW	China	6913271	N/A	Pending
MG + BW	China	6913272	N/A	Pending
MG + BW	China	6913270	N/A	Pending
MG + BW	European Union	4950937	004950937	March 7, 2007
MG + BW	Mexico	911090	N/A	Pending
MITCHELL GOLD	Australia	926150	926150	September 6, 2002
MITCHELL GOLD	Brazil	822325446	822325446	December 21, 2004
MITCHELL GOLD + BOB WILLIAMS	Canada	1288971	708877	March 4, 2008
MITCHELL GOLD + BOB WILLIAMS	China	6913274	N/A	Pending
MITCHELL GOLD + BOB WILLIAMS	China	6913275	N/A	Pending
MITCHELL GOLD + BOB WILLIAMS	China	6913273	N/A	Pending
MITCHELL GOLD + BOB WILLIAMS	European Union	4894853	4894853	June 28, 2007
MITCHELL GOLD + BOB WILLIAMS	Mexico	835392	1009887	October 31, 2007
MITCHELL GOLD + BOB WILLIAMS	United Kingdom/ WO	E4894853	N/A	N/A

C. Trademark Licenses

1. The publication "Let's Get Comfortable," under the terms of the [License] Agreement dated July 31, 2006 by and between The Mitchell Gold Co. d/b/a Mitchell Gold + Box Williams and Meredith Corporation;
2. The publication of "Comfortable Home," under the terms of the Publishing Agreement dated July 30, 2009 by and between Mitchell Gold, Bob Williams, The Mitchell Gold Co. and Melcher Media, Inc.;
3. The manufacture of certain bedding and bath products under the terms of the Trademark License Agreement dated February 1, 2009 by and between The Mitchell Gold Co. and CHF Industries, Inc.; and
4. The manufacture of certain accessories under the terms of the [License] Agreement dated November 7, 2008 by and between The Mitchell Gold Co. and Global Views.

**SCHEDULE D**

**DOMAIN NAMES**

1. mitchellgold.com
2. slipcover.com
3. mgbwhome.com
4. mgandbw.com
5. mgbwhotel.com

**EXHIBIT B****Trademarks, Etc.**

<b><u>Jurisdiction</u></b>	<b><u>Trademark</u></b>	<b><u>Registration Date/Application Date</u></b>	<b><u>Registration Number</u></b>	<b><u>Application Number</u></b>	<b><u>Serial Number</u></b>
US	MG	11/21/2000	2405805		
US	MITCHELL GOLD	5/30/2000	2353811		
US	MITCHELL GOLD + BOB WILLIAMS	3/9/2010	3759075		
US	MG+BW	11/9/2010	3874158		
US	MG+BW	7/1/2008	3459425		
US	MITCHELL GOLD + BOB WILLIAMS	3/20/2007	3219509		
Australia	MG	9/6/2002	926148		
Australia	MG MITCHELL GOLD	9/6/2002	926149		
Canada	MG	10/24/2003	TMA593072		
Canada	MITCHELL GOLD	5/21/2004	TMA610918		
Canada	MG + BW	Allowed			1292777
European Union	MG + BW	3/7/2007	004950937		
Australia	MITCHELL GOLD	9/6/2002	926150		
Brazil	MITCHELL GOLD	12/21/2004		822325446	
Canada	MITCHELL GOLD + BOB WILLIAMS	3/4/2008	708877		
European Union	MITCHELL GOLD + BOB WILLIAMS	6/28/2007	4894853		
Mexico	MITCHELL GOLD + BOB WILLIAMS	10/31/2007	1009887		
United Kingdom/WO	MITCHELL GOLD + BOB WILLIAMS	N/A	N/A		E4894853
<b>PENDING AS OF AUGUST 14, 2009</b>					
Brazil	MG Mitchell	12/29/99		822325411	



	Gold				
Canada	MG	12/8/2000		1085657	
	MITCHELL GOLD + BOB WILLIAMS	2/17/2009			77672328
	MG + BW	2/17/2009			77672331
China	MG + BW	N/A			6913271
China	MG + BW	N/A			6913272
China	MG + BW	N/A			6913270
Mexico	MG + BW	N/A			911090
China	MITCHELL GOLD + BOB WILLIAMS	N/A			6913274
China	MITCHELL GOLD + BOB WILLIAMS	N/A			6913275
China	MITCHELL GOLD + BOB WILLIAMS	N/A			6913273

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3. The manufacture of certain bedding and bath products under the terms of the Trademark License Agreement dated February 1, 2009 by and between The Mitchell Gold Co. and CHF Industries, Inc.
4. The manufacture of certain accessories under the terms of the License Agreement dated November 28, 2008 by and between The Mitchell Gold Co. and Global Views.
5. License Agreement dated October 31, 1998 between Rowe Diversified, Inc. ("Licensor") and The Mitchell Gold Co. ("Licensee"), whereby Licensor, the exclusive owner of the unregistered trademark and trade name "Mitchell Gold" (the "Mark"), grants an exclusive, world-wide license to the Licensee to use the Mark, and any trademark registrations with respect thereto, directly or indirectly in connection with (a) the operation of any furniture and home furnishings businesses operated by the Licensee, and (b) furniture and home furnishings products manufactured or sold by the Licensee.

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