

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388740

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EW Furniture, LLC		05/31/2016	Limited Liability Company: UTAH
Walker Edison Furniture Company LLC		05/31/2016	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	Eagle Fund III, L.P.
Street Address:	c/o Eagle Private Capital, 1 N. Brentwood Blvd.
Internal Address:	Suite 1550
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Limited Partnership: MISSOURI
Name:	Eagle Fund III-A, L.P.
Street Address:	c/o Eagle Private Capital, 1 N. Brentwood Blvd.
Internal Address:	Suite 1550
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Limited Partnership: MISSOURI

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3405215	WE WALKER EDISON FURNITURE COMPANY
Serial Number:	86917278	#LIVEOUTSIDETHEBOX
Registration Number:	4503008	LIVE OUTSIDE THE BOX
Registration Number:	4503007	LIVE OUTSIDE THE BOX
Registration Number:	4353450	WALKER EDISON FURNITURE COMPANY
Registration Number:	4346668	WALKER EDISON

CORRESPONDENCE DATA

Fax Number: 3146127697

TRADEMARK

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.

Phone: 314-444-7697
Email: sgeisen@lewisrice.com
Correspondent Name: Sara L. Geisen
Address Line 1: 600 Washington Avenue
Address Line 2: Suite 2500
Address Line 4: Saint Louis, MISSOURI 63101

NAME OF SUBMITTER:	Sara L. Geisen
SIGNATURE:	/Sara L. Geisen/
DATE SIGNED:	06/21/2016

Total Attachments: 15
source=SLDOCS01-#2166200-v1-eagle_walker__mezz_Intellectual_Property_Security_Agreement#page1.tif
source=SLDOCS01-#2166200-v1-eagle_walker__mezz_Intellectual_Property_Security_Agreement#page2.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of May 31, 2016, by **WALKER EDISON FURNITURE COMPANY LLC**, a Utah limited liability company ("Walker"), and **EW FURNITURE, LLC**, a Utah limited liability company ("EW", together Walker, separately and collectively, "Pledgor"), and delivered to **EAGLE FUND III, L.P.** and **EAGLE FUND III-A, L.P.** (separately and collectively, "Lender").

BACKGROUND

A. This Agreement is being executed in connection with that certain Senior Subordinated Credit and Security Agreement dated May 31, 2016, by and among Pledgor and Lender (as supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, service trademark applications and service trade names (collectively, "Trademarks"); copyrights and copyright applications and licenses (collectively, the "Copyrights"), all as listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks Copyrights, along with associated goodwill relating thereto, hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office, United States Copyright Office, or other relevant office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations under the Loan Documents, Pledgor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, including without limitation, the goodwill of Pledgor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits. Pledgor hereby authorizes Lender to file a copy of this Agreement in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to perfect Lender's security interest in the Assets as set forth herein.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full.

3. Pledgor represents warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances (other than Liens in favor of Senior Lender securing the Senior Indebtedness), including, without limitation, pledges, assignments, licenses and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with, in all material respects, the requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) The Assets listed on Schedule A constitute all of the registrations and applications now owned by Pledgor. If, before all Obligations have been indefeasibly paid and satisfied in full, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Lender's request, Pledgor shall provide Lender and Lender's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Lender.

4. Pledgor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Pledgor's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred and is not continuing under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Lender, which consent will not be unreasonably withheld or delayed.

7. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Pledgor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Missouri, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Pledgor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or as necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Pledgor hereby authorizes Lender to file a copy of such assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Lender's interest in the Assets as set forth herein. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Lender shall execute and deliver to Pledgor all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets, and upon request of Lender, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Any expenses incurred in connection with such applications shall be borne by Pledgor. Pledgor shall not abandon any registered Patent, Trademark or Copyright material to the operations of the Pledgor's business without the prior written consent of Lender.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Lender's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising on the part of Lender any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future agreements between Pledgor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Missouri without regard to its otherwise applicable principles of conflicts of laws.

19. **PLEDGOR AND LENDER EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.**


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

**WALKER EDISON FURNITURE COMPANY
LLC,**
a Utah limited liability company

By: 
Name: Brad Bonham
Title: Chief Executive Officer

EW FURNITURE, LLC,
a Utah limited liability company

By: 
Name: Brad Bonham
Title: Vice President

Approved and Accepted:

EAGLE FUND III, L.P.,
a Missouri limited partnership

By: Eagle Fund III Partners, L.L.C., its general partner

By: _____
Name: _____
Title: _____

EAGLE FUND III-A, L.P.,
a Missouri limited partnership

By: Eagle Fund III Partners, L.L.C., its general partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

**WALKER EDISON FURNITURE COMPANY
LLC,**
a Utah limited liability company

By: _____
Name: Brad Bonham
Title: Chief Executive Officer


EW FURNITURE, LLC,
a Utah limited liability company

By: _____
Name: Brad Bonham
Title: Vice President

Approved and Accepted:

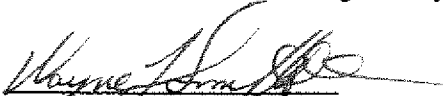
EAGLE FUND III, L.P.,
a Missouri limited partnership

By: Eagle Fund III Partners, L.L.C., its general partner

By: 
Name: Wayne L. Smith II
Title: Managing Director

EAGLE FUND III-A, L.P.,
a Missouri limited partnership

By: Eagle Fund III Partners, L.L.C., its general partner

By: 
Name: Wayne L. Smith II
Title: Managing Director

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005817 FRAME: 0655

Country	Case Ref	Property Type	Official No.	Title	Case Status	Primary Class
US	19316.52	Copyright	TX 8-163-639	Manual for item nos. D51L29, D51Z29, and D51B29	Registered	
US	19316.53	Copyright	TX 8-162-912	Walker Edison Furniture Company Item #: BTOT Assembly Instructions	Registered	
US	19316.54	Copyright	TX 8-163-597	Manual for item nos. W56CS-PCL and W56CS-PSES	Registered	
US	19316.55	Copyright	TX 8-162-908	Walker Edison Furniture Company Item #: BTOL Assembly Instructions	Registered	
US	19316.56	Copyright	TX 8-162-918	Manual for item no. WQ44CCRTB	Registered	
US	19316.57	Copyright	TX 8-162-916	Manual for item no. WQ60C73	Registered	
US	19316.61	Copyright	1-3214994192	Original Manual for Item No. BTOD	Pending	
US	19316.62	Copyright	1-3214983912	Original Manual for Item No. BTOF	Pending	
US	19316.67	Copyright	1-3217783957	Walker Edison Furniture Company Item No# W52CCR Assembly Instructions	Pending	
US	19316.91	Copyright	1-3217774722	Walker Edison Furniture Company Item No# WQ44CFD Assembly Instructions	Pending	
US	19316.92	Copyright	1-3217859707	Walker Edison Furniture Company Item No# WQ44CMP Assembly Instructions	Pending	
US	19316.93	Copyright	1-3217849936	Walker Edison Furniture Company Item No# WQ52C4DR Assembly Instructions	Pending	
US	19316.52A	Copyright	1-3203919973	Original manual for Items D51L29, D51Z29, D51B29	Pending	
US	19316.53A	Copyright	1-3203920187	Original manual for Item BTOT	Pending	
US	19316.55A	Copyright	1-3204025360	Original manual for Item BTOL	Pending	
US	19316.56A	Copyright	1-3203844491	Original manual for Item WQ60C73	Pending	
US	19316.57A	Copyright	1-3203844932	Original manual for Item WQ44CCR	Pending	
US	19316.58A	Copyright	1-3201142821	Manual for Item Numbers W60C73BL, S.W60C73MB, AND W60C73CH	Pending	
US	19316.58B	Copyright	TX 8-163-661	MANUAL FOR ITEM NO. W60C73	Registered	
US	19316.61A	Copyright	1-3217791772	Revised Manual for Item No. BTOD	Pending	
US	19316.62A	Copyright	1-3217791856	Revised Manual for Item No. BTOF	Pending	
US	19316.62B	Copyright	1-3217926359	Revised Manual for Item No. BTOF (1/1/2011)	Pending	
US	19316.63	Copyright	1-3215025811	Original Manual for Item BTOZ	Pending	
US	19316.64	Copyright	1-3215025952	Original Manual for Item C38B4	Pending	
US	19316.64a	Copyright	1-3217791949	Revised Manual for Item No. C38B4	Pending	
US	19316.65	Copyright	1-3215026036	Original Manual for Item C38B5	Pending	
US	19316.66	Copyright	1-3214952182	Original Manual for Item C42BM	Pending	
US	19316.66a	Copyright	1-3217782002	Revised Manual for Item No. C42BM	Pending	
US	19316.67	Copyright	1-3215065301	Original Manual for Item D48X30	Pending	
US	19316.68	Copyright	1-3215011712	Original Manual for Item D51AL30	Pending	
US	19316.68a	Copyright	1-3217792110	Revised Manual for Item No. D51AL30	Pending	
US	19316.68	Copyright	1-3217542952	Original Manual for Item D51X29	Pending	
US	19316.70	Copyright	1-3217543046	Original Manual for Item D56C33CB	Pending	
US	19316.71	Copyright	1-3217543179	Original Manual for Item DHW45	Pending	
US	19316.72	Copyright	1-3217663322	Original Manual for Item DW48D30	Pending	
US	19316.73	Copyright	1-3217663385	Original Manual for Item DW48S30	Pending	
US	19316.74	Copyright	1-3217663438	Original Manual for Item P50CMP	Pending	
US	19316.75	Copyright	1-3217663519	Original Manual for Item V35CMP	Pending	
US	19316.76	Copyright	1-3217663702	Original Manual for Item V44Y76	Pending	
US	19316.77	Copyright	1-3217663845	Original Manual for Item V50FXBL	Pending	
US	19316.78	Copyright	1-3217663898	Original Manual for Item V50MSC	Pending	
US	19316.79	Copyright	1-3217663951	Original Manual for Item V70MSC	Pending	
US	19316.79a	Copyright	1-3217792183	Revised Manual for Item No. V70MSC	Pending	
US	19316.80	Copyright	1-3217664134	Original Manual for Item W44CCR	Pending	
US	19316.81	Copyright	1-3217664197	Original Manual for Item W44COS	Pending	
US	19316.82	Copyright	1-3217727270	Original Manual for Item W52C2DW	Pending	

Country	Case Ref	Property Type	Official No.	Title	Case Status	Primary Class
US	19316.83	Copyright	1-3217727333	Original Manual for Item W52C2DWWB	Pending	
US	19316.84	Copyright	1-3217727406	Original Manual for Item W52C4CT	Pending	
US	19316.85	Copyright	1-3217667042	Original Manual for Item W52C4DO	Pending	
US	19316.85a	Copyright	1-3217926966	Revised Manual for Item No. W52C4DO	Pending	
US	19316.87a	Copyright	1-3217927081	Revised Manual for Item No. W52CCR	Pending	
US	19316.88	Copyright	1-3217926266	Original Manual for Item W60C73-MT	Pending	
US	19316.88a	Copyright	1-3217926616	Revised Manual for Item No. W60C73-MT	Pending	
US	19316.89	Copyright	1-3217926422	Original Manual for Item W60UBC22	Pending	
US	19316.89a	Copyright	1-3217926661	Revised Manual for Item No. W60UBC22	Pending	
US	19316.90	Copyright	1-3217926525	Original Manual for Item W70C6DW	Pending	
US	19316.90a	Copyright	1-3217926734	Revised Manual for Item No. W70C6DW	Pending	
US	19316.91a	Copyright	1-3217926767	Revised Manual for Item No. WQ44CFD	Pending	
US	19316.07	Design	29/453012	Stand with Decorative Side Panels	Issued as D717569	
US	19316.08	Design	29/455212	Pedestal Table	Issued as D727668	
US	19316.09	Design	29/455213	Dining Table	Issued as D724871	
US	19316.13	Design	29/462217	Television Stand with Mount	Issued as D715276	
US	19316.17	Design	29/472553	Table	Issued as D743192	
US	19316.18	Design	29/478346	Bench	Issued as D714565	
US	19316.19	Design	29/478355	Patio Bench	Issued as D715566	
US	19316.24	Design	29/543414	Console with Television Mount	Pending	
US	19316.25	Design	29/543417	Console	Pending	
US	19316.26	Design	29/528252	Fireplace Console	Pending	
US	19316.27	Design	29/543412	Desk	Pending	
US	19316.42	Design	29/548808	Chair	Pending	
Canada	19316.07A	Design	153452	Stand with Decorative Side Panels	Registered	
Canada	19316.08A	Design	153451	Pedestal Table	Registered	
Canada	19316.09A	Design	153552	Dining Table	Registered	
Canada	19316.13A	Design	153549	Television Stand with Mount	Registered	
Canada	19316.18A	Design	157395	Bench	Registered	
Canada	19316.19A	Design	157394	Patio Bench	Registered	
Canada	19316.24a	Design	165554	Console with Television Mount	Pending	
Canada	19316.25a	Design	165553	Console	Pending	
Canada	19316.26a	Design	164489	Fireplace Console	Pending	
Canada	19316.27a	Design	165552	Desk	Pending	
Canada	19316.42a	Design	166409	Chair	Pending	
US	19316.15	Trademark	77/267685	WE WALKER EDISON FURNITURE COMPANY and Design	Registered as 3405215	20
US	19316.50	Trademark	86/917278	#LIVEOUTSIDETHE BOX	Pending	20
Canada	19316.03a	Trademark	1749935	Walker Edison	Pending	20
Madrid Protocol	19316.03b	Trademark	Temporary No. A0058048	Walker Edison	Pending	
Canada	19316.04a	Trademark	1749930	Walker Edison Furniture Company	Pending	20
Madrid Protocol	19316.04b	Trademark	Temporary No. A0058050	Walker Edison Furniture Company	Pending	
Canada	19316.36a	Trademark	1749827	Live Outside the Box (design mark)	Pending	20
Madrid Protocol	19316.36b	Trademark	Temporary No. A0058052	Live Outside the Box (design mark)	Pending	
Canada	19316.37a	Trademark	1749926	Live Outside the Box	Pending	20
Madrid Protocol	19316.37b	Trademark	Temporary No. A0058051	Live Outside the Box	Pending	
Canada	19316.38a	Trademark	1749934	WE Walker Edison Furniture Company (design mark)	Pending	20

Country	Case Ref	Property Type	Official No.	Title	Case Status	Primary Class
Madrid Protocol	19316.38b	Trademark	Temporary No. A0058047	WE Walker Edison Furniture Company (design mark)	Pending	
Madrid Protocol	19316.50a	Trademark	Temporary No. A0058053	#LIVEOUTSIDETHE BOX	Pending	

Walker Edison Furniture Company
 Atty Charles L. Roberts

Atty: Charles Roberts

Country	Property Type	Registration No.	Title	Case Status	Primary Class	Atty
US	Trademark	4503008	LIVE OUTSIDE THE BOX (Design)	Registered	20	Charles L. Roberts
US	Trademark	4503007	LIVE OUTSIDE THE BOX	Registered	20	Charles L. Roberts
US	Trademark	4353450	WALKER EDISON FURNITURE COMPANY	Registered	20	Charles L. Roberts
US	Trademark	4346668	WALKER EDISON	Registered	20	Charles L. Roberts

EXHIBIT 1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES ASSIGNMENT

WHEREAS, _____ (“Grantor”) is the registered owner of the patents, patent rights, and patent applications, trademarks, service marks, trade names, service trademark applications and service trade names, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office, United States Copyright Office, or other appropriately empowered officials of foreign countries, respectively; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Copyrights and Licenses Assignment to be executed as of the ___ day of _____.

By: _____
Attorney-in-fact

Witness:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this ____ day of _____ 20__, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Copyrights and Licenses Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

POWER OF ATTORNEY

WALKER EDISON FURNITURE COMPANY LLC, a Utah limited liability company (“Walker”), and **EW FURNITURE, LLC**, a Utah limited liability company (“EW”, together with Walker, collectively, the “Grantor”), hereby authorizes **EAGLE FUND III, L.P.** and **EAGLE FUND III-A, L.P.** (separately and collectively, “Grantee”), as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Intellectual Property Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Patent Agreement”), including, without limitation, the power to use the Assets (as defined in the Patent Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Patent Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Credit and Security Agreement dated May 31, 2016, between Grantor and Grantee, as such document may be hereinafter supplemented, restated, superseded, amended or replaced.

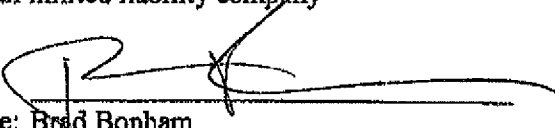
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Patent Agreement.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

[SIGNATURE PAGE FOLLOWS]

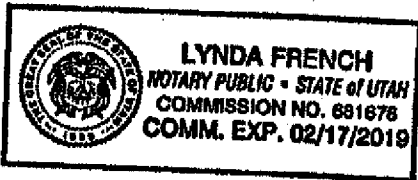
IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal,
this ____ day of _____ 20__.

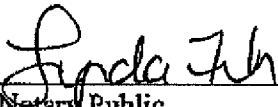
**WALKER EDISON FURNITURE COMPANY
LLC,**
a Utah limited liability company

By: 
Name: Brad Bonham
Title: Chief Executive Officer

UNITED STATES OF AMERICA :
STATE OF Utah : SS
COUNTY OF Salt Lake :

Acknowledged before me on this ____ of _____ 20__, before me personally
appeared Brad Bonham, to me known and being duly sworn, deposes and says that s/he
is the CEO of **WALKER EDISON FURNITURE COMPANY
LLC**, a Utah limited liability company, a Grantor described in the foregoing Power of Attorney;
that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her
by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires
the same to be recorded as such.




Notary Public
My Commission Expires: 2-17-2019

EW FURNITURE, LLC,
a Utah limited liability company

By: [Signature]
Name: Brad Bonham
Title: Vice President

UNITED STATES OF AMERICA :

STATE OF Utah : SS

COUNTY OF Salt Lake :

Acknowledged before me on this ____ of _____ 20__, before me personally appeared Brad Bonham, to me known and being duly sworn, deposes and says that s/he is the CEO of EW FURNITURE, LLC, a Utah limited liability company, a Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.



[Signature]
Notary Public
My Commission Expires: 02.17.2019