

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417959

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Art Van Furniture, LLC		03/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Virtus Group, LP		
Street Address:	1301 FANNIN, 17TH FLOOR		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5085533	TAKE THE TEST OR TAKE YOUR CHANCES.	
Registration Number:	5070296	DETROIT SOFA	
Registration Number:	4795256	PURESLEEP	
Registration Number:	4789730	THE BED FOR YOUR HEAD	
Registration Number:	4579292	BLACK SATURDAY	
Registration Number:	3988774	ART VAN PURE SLEEP	
Registration Number:	4404055	UNIVERSAL SLEEP PRODUCTS	
Registration Number:	4182367	HERITAGE LEATHER	
Registration Number:	4147167	ROMA	
Registration Number:	3856447	TRUST THE LEADER	
Registration Number:	3454586	MICHIGAN HOMES	
Registration Number:	1563919	MATTRESS EXPRESS	
Registration Number:	1555257	ART VAN	
Serial Number:	87156848	THE BED FOR YOUR HEAD	
Serial Number:	87155371	PURETECH	
Serial Number:	87102773	ADRENALINE	
Serial Number:	86927695	ART'S BACKYARD	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 5085533

Fax Number: 4045725134

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: 404.572.4600

Email: ssexton@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sally Sexton
---------------------------	--------------

SIGNATURE:	/sallysexton/
-------------------	---------------

DATE SIGNED:	03/01/2017
---------------------	------------

Total Attachments: 4

source=AVF - Trademark Security Agreement#page1.tif

source=AVF - Trademark Security Agreement#page2.tif

source=AVF - Trademark Security Agreement#page3.tif

source=AVF - Trademark Security Agreement#page4.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 1, 2017 (this “**Trademark Security Agreement**”), by **ART VAN FURNITURE, LLC** (the “**Grantor**”), in favor of Virtus Group, LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of March 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) Trademarks of the Grantor listed on Schedule I attached hereto and (b) all goodwill connected with the use of and symbolized thereby.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

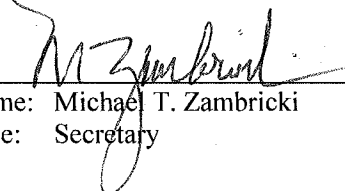
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Signature pages follow]

ART VAN FURNITURE, LLC


By: _____


Name: Michael T. Zambricki
Title: Secretary

[Signature Page to Trademark Security Agreement – Art Van Furniture, LLC]



**TRADEMARK
REEL: 006000 FRAME: 0015**

VIRTUS GROUP, LP,
as Administrative Agent

By: 
Name: Jimmie Brown
Title: Chief Operating Officer

**Schedule I
Trademarks and Trademark Applications**

Registrations and Applications:

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Record Owner ¹
THE BED FOR YOUR HEAD	87/156848	8/31/16	n/a	n/a	Art Van Furniture, LLC
PURETECH	87/155371	8/30/16	n/a	n/a	Art Van Furniture, LLC
ADRENALINE	87/102773	7/13/16	n/a	n/a	Art Van Furniture, LLC
TAKE THE TEST OR TAKE YOUR CHANCES	86/933669	3/9/16	5,085,533	11/22/16	Art Van Furniture, LLC
DETROIT SOFA	86/622152	5/7/15	5,070,296	10/25/16	Art Van Furniture, LLC
ART'S BACKYARD	86/927695	3/3/16	n/a	n/a ²	Art Van Furniture, LLC
PURESLEEP	86/533340	2/12/15	4,795,256	8/18/15	Art Van Furniture, LLC
THE BED FOR YOUR HEAD	86/483097	12/17/14	4,789,730	8/11/15	Art Van Furniture, LLC
BLACK SATURDAY	86/131662	11/28/13	4,579,292	8/5/14	Art Van Furniture, LLC
	85/130918	9/16/10	3,988,774	7/5/11	Art Van Furniture, LLC
UNIVERSAL SLEEP PRODUCTS	85/532996	2/3/12	4,404,055	9/17/13	Art Van Furniture, LLC
HERITAGE LEATHER	85/464347	11/4/11	4,182,367	7/31/12	Art Van Furniture, LLC
	85/021418	4/23/10	4,147,167	5/22/12	Art Van Furniture, LLC
TRUST THE LEADER	77/942777	2/23/10	3,856,447	10/5/10	Art Van Furniture, LLC
MICHIGAN HOMES	77/089731	1/24/07	3,454,586	6/24/08	Art Van Furniture, LLC
MATTRESS EXPRESS	73/757307	10/12/88	1,563,919	10/31/89	Art Van Furniture, LLC
ART VAN	73/757305	10/12/88	1,555,257	9/5/89	Art Van Furniture, LLC

¹ The Owner names will be updated from Art Van Furniture, Inc. to Art Van Furniture, LLC with USPTO.

² A Final Office Action refusing registration was issued on 11/22/16 citing the mark ART'S, Reg. No. 1688226. The Grantor has six months from the issue date to respond.