

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417950

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:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	One Boston Place		
Internal Address:	19th Floor		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
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	

OP \$440.00 5085533

CORRESPONDENCE DATA**Fax Number:** 8004947512

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: 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Darlena Bari Stark**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F168738
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	03/01/2017

Total Attachments: 5

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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 Wells Fargo Bank, National Association, 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 one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means 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]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 

Name: Cory Loftus


Title: Managing Director

Schedule I
Trademarks and Trademark Applications

Registrations:

Owner	Trademark	Status	Application Number	Registration Date	Registration No.
Art Van Furniture, LLC	THE BED FOR YOUR HEAD	Application	87/156848	n/a	n/a
Art Van Furniture, LLC	PURETECH	Application	87/155371	n/a	n/a
Art Van Furniture, LLC	ADRENALINE	Application	87/102773	n/a	n/a
Art Van Furniture, LLC	TAKE THE TEST OR TAKE YOUR CHANCES	Registered	86/933669	11/22/16	5,085,533
Art Van Furniture, LLC	DETROIT SOFA	Registered	86/622152	10/25/16	5,070,296
Art Van Furniture, LLC	ART'S BACKYARD	Application	86/927695	n/a ¹	n/a
Art Van Furniture, LLC	PURESLEEP	Registered	86/533340	8/18/15	4,795,256
Art Van Furniture, LLC	THE BED FOR YOUR HEAD	Registered	86/483097	8/11/15	4,789,730
Art Van Furniture, LLC	BLACK SATURDAY	Registered	86/131662	8/5/14	4,579,292
Art Van Furniture, LLC		Registered	85/130918	7/5/11	3,988,774
Art Van Furniture, LLC	UNIVERSAL SLEEP PRODUCTS	Registered	85/532996	9/17/13	4,404,055
Art Van Furniture, LLC	HERITAGE LEATHER	Registered	85/464347	7/31/12	4,182,367

¹ A Final Office Action refusing registration was issued on 11/22/16 citing the mark ART'S, Reg. No. 1688226. The Corporation has six months from the issue date to respond.

Owner	Trademark	Status	Application Number	Registration Date	Registration No.
Art Van Furniture, LLC	 ROMA	Registered	85/021418	5/22/12	4,147,167
Art Van Furniture, LLC	TRUST THE LEADER	Registered	77/942777	10/5/10	3,856,447
Art Van Furniture, LLC	MICHIGAN HOMES	Registered	77/089731	6/24/08	3,454,586
Art Van Furniture, LLC	MATTRESS EXPRESS	Registered	73/757307	10/31/89	1,563,919
Art Van Furniture, LLC	ART VAN	Registered	73/757305	9/5/89	1,555,257