

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duralee Fabrics LLC		03/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Corber Corp.		
Street Address:	61 South Paramus Road, Suite 278		
City:	Paramus		
State/Country:	NEW JERSEY		
Postal Code:	07652		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4744782	BAILEY & GRIFFIN	
Registration Number:	2352059	DF	
Registration Number:	2350333	DURALEE	
Registration Number:	2990342	DURALEE FURNITURE	
Registration Number:	5043581	GAETANO	
Registration Number:	3293970	H	
Registration Number:	3317852	HC HIGHLAND COURT	
Registration Number:	2845378	HIGHLAND COURT	
Registration Number:	2321775	SUBURBAN	
Registration Number:	4866189	DF	
Registration Number:	4866202	DURALEE	
CORRESPONDENCE DATA			
Fax Number:	2127158000		
<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>			
Phone:	(212) 715-7670		
Email:	KLTrademark@kramerlevin.com		
Correspondent Name:	Kramer Levin Naftalis & Frankel LLP		
Address Line 1:	1177 Avenue of the Americas		

CH \$290.00 4744782

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Tania C. Ramos

SIGNATURE: /Tania C. Ramos/

DATE SIGNED: 04/06/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement"), dated as of March 31, 2017, is made by and between Duralee Fabrics LLC, a Delaware limited liability company (the "Company"), and Corber Corp., as agent (in such capacity, together with its successors and permitted assigns, the "Agent").

Recitals

A. The Company, the Noteholders, the Agent and the other parties thereto are parties to an Amended and Restated Term Note and Security Agreement (as amended, restated, amended and restated, or supplemented from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which the Company shall issue the Notes to the Noteholders.

B. Under the terms of the Amended and Restated Secured Continuing Unconditional Guaranty, dated as of the date hereof, among the Company and the other guarantors party thereto and to and for the benefit of Agent (the "Guaranty"), the Company has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Company, and has agreed thereunder to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

ACCORDINGLY, in consideration of the mutual covenants contained in the Note Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto, in the Credit Agreement or in the Guaranty that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Guaranty, as applicable. In addition, the following terms have the meanings set forth below:

"Computer Software" means all of the Company's right, title and interest in and to all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing.

"Copyrights" means all of the Company's right, title and interest in and to all copyrightable works and all copyrights of the Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

"Patents" means all of the Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without

limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trade Secrets” means all of the Company’s right, title and interest in and to all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information.

“Trademarks” means all of the Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C; provided that, “Trademarks” shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided further that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered granted.

2. Security Interest. The Company hereby irrevocably pledges and assigns to, and grants to Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Computer Software, Trade Secrets, Copyrights, Patents and Trademarks to secure payment of the Obligations. As set forth in the Guaranty, the Security Interest is coupled with a security interest in substantially all of the personal property of the Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Credit and Security Agreement and Guaranty. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the terms and provisions of the Credit Agreement and the Guaranty and the Company hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Computer Software, Trade Secrets, Copyrights, Patents and Trademarks made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Termination. This Agreement shall terminate and the Lien on the security interest in the Computer Software, Trade Secrets, Copyrights, Patents and Trademarks shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, the Agent shall execute (or cause to be executed) all documents, make all filings, and take (or cause to be taken) all other actions reasonably requested by the Company to evidence and record the release of the Lien on and security interests in the Computer Software, Trade Secrets, Copyrights, Patents and Trademarks granted herein.

5. Recordation. The Company authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Agreement.

6. Miscellaneous. Except as set forth in Section 4, this Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Agent. A waiver signed by the Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement and the Guaranty. Except as may be provided in the Credit Agreement or the Guaranty or both, Agent shall not be obligated to preserve any rights the Company may have against prior parties, to realize on the Computer Software, Trade Secrets, Copyrights, Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Computer Software, Trade Secrets, Copyrights, Patents and Trademarks in any particular order of application. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

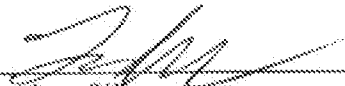
7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement.

8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

9. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signature Pages Follow]

DURALEE FABRICS LLC

By: 
Name: Lee Silberman
Title: Chief Executive Officer

{Signature page to Intellectual Property Security Agreement}

CORBER CORP.
as Agent

By: 
Name: Jeffrey A. Cordover
Title: President

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A
REGISTRATIONS

Title Copyright Year Copyright Number

APPLICATIONS

Title Copyright Year

EXHIBIT B

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
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UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
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EXHIBIT C

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Application / Serial Number</u>	<u>Application date</u>	<u>Registration Number</u>	<u>Reg. Date</u>
US	BAILEY & GRIFFEN	Registered	86/207,616	2/28/2014	4,744,782	5/26/2015
US	DF Design	Registered	75/782,001	8/23/1999	2,352,059	5/23/2000
US	DURALEE	Registered	75/782,018	5/23/1999	2,350,333	5/16/2000
US	DURALEE FURNITURE	Registered	78/256,822	6/2/2003	2,990,342	8/30/2005
US	GAETANO	Registered	86/473,598	12/8/2014	5,043,581	9/20/2016
US	H (Stylized)	Registered	78/901,267	6/6/2006	3,293,970	9/18/2007
US	HC HIGHLAND COURT Design	Registered	78/901,264	6/6/2006	3,317,852	10/23/2007
US	HIGHLAND COURT	Registered	76/208,107	2/9/2001	2,845,378	5/25/2004
US	SUBURBAN	Registered	75/668,104	3/24/1999	2,321,775	2/22/2000
US	df (stylized) Design (for furniture)	Registered	86/605,697	4/22/2015	4,866,189	12/8/2015
US	DURALEE for Furniture	Registered	86/606,087	4/22/2015	4,866,202	12/8/2015