

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hillsdale Furniture, LLC		12/20/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GarMark SBIC Advisors LLC		
<b>Street Address:</b>	One Landmark Square, 6th Floor		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Liability Company: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4555550	TUSCAN RETREAT	
<b>Registration Number:</b>	3110187	HILLAMATIC	
<b>Registration Number:</b>	2777887	SENSA	
<b>Registration Number:</b>	3846503	NE KIDS	
<b>Registration Number:</b>	3810292	NE KIDS	
<b>Registration Number:</b>	3632072	HILLSDALE FURNITURE, LLC.	
<b>Registration Number:</b>	2290129	HILLSTREET	
<b>Registration Number:</b>	2269006	HILLSDALE	
<b>Registration Number:</b>	2139764	SENSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	979088		

CH \$240.00 4555550

<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	12/22/2017
<b>Total Attachments: 6</b> source=12-22-17 Hillsdale Furniture#page1.tif source=12-22-17 Hillsdale Furniture#page2.tif source=12-22-17 Hillsdale Furniture#page3.tif source=12-22-17 Hillsdale Furniture#page4.tif source=12-22-17 Hillsdale Furniture#page5.tif source=12-22-17 Hillsdale Furniture#page6.tif	

**GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS**

WHEREAS, Hillsdale Furniture LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, GarMark SBIC Advisors LLC (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Note Purchase and Security Agreement, dated as of December 20, 2017, by and among the Grantor, the financial institutions party thereto from time to time, and the Grantee, acting in its capacity as agent for such financial institutions (as amended from time to time, the "**Note Purchase Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto (excluding any United States "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that and solely during the period in which the grant, attachment or enforcement of a security interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Note Purchase Agreement) of the Marks and the Patents, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This Grant of Security Interest is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Note Purchase Agreement) of the Grantor and shall be effective as of the date of the Note Purchase Agreement. This Grant of Security Interest has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, and the Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Grant of Security Interest.

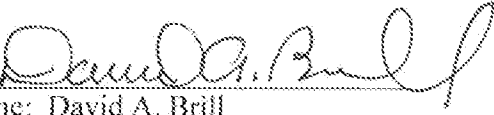
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Note Purchase Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Note Purchase Agreement.

**GRANTOR:**

**HILLSDALE FURNITURE LLC,**  
a Delaware limited liability company

By:   
Name: David A. Brill  
Title: General Counsel

**GRANTEE:**

**GARMARK SBIC ADVISORS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Note Purchase Agreement.

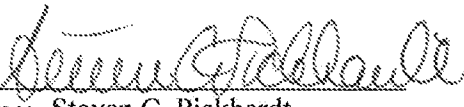
**GRANTOR:**

**HILLSDALE FURNITURE LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: David A. Brill  
Title: General Counsel

**GRANTEE:**

**GARMARK SBIC ADVISORS LLC**

By:   
Name: Steven C. Pickhardt  
Title: Managing Partner

**Schedule A - Trademarks**

REGISTRATION NO.	MARK
4555550	TUSCAN RETREAT
3110187	HILLAMATIC
2777887	SENSA
3846503	NE KIDS
3810292	NE KIDS
3632072	HILLSDALE FURNITURE LLC. (and Design)
2290129	HILLSTREET
2269006	HILLSDALE
2139764	SENSA

**Schedule B – Patents**

PATENT NO./ APPLICATION NO.	PATENT/PATENT APPLICATION
D734052	BED
D734053	BED
D738141	DRESSER
D738142	DRESSER
11298919	Convertible Furniture Construction
11202413	Convertible Furniture Construction