

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458396

<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>
SAM LEVIN, INC.		01/16/2018	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VIRTUS GROUP, LP		
<b>Street Address:</b>	1301 Fannin Street		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5102335	AC AMERICAN COUTURE EXPRESS	
<b>Registration Number:</b>	5102333	AC AMERICAN COUTURE BY LEVIN FURNITURE	
<b>Registration Number:</b>	4366292	LEVIN MATTRESS	
<b>Registration Number:</b>	4307101	LEVIN	
<b>Registration Number:</b>	4092667	LEVIN FURNITURE	
<b>Registration Number:</b>	4307102	LEVIN FURNITURE	
<b>Registration Number:</b>	4092656	LEVIN FURNITURE	
<b>Registration Number:</b>	4061757	MAINE CRAFTSMAN	
<b>Registration Number:</b>	4057882	MAINE CRAFTSMAN BY LEVIN FURNITURE	
<b>Registration Number:</b>	4010720	COPPER MOUNTAIN BY LEVIN FURNITURE	
<b>Registration Number:</b>	4010731	COPPER MOUNTAIN	
<b>Registration Number:</b>	4373616	GRAND LEGACY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	(704)503-2600		
<b>Email:</b>	vbantug@kslaw.com		

OP \$315.00 5102335

**Correspondent Name:** King & Spalding  
**Address Line 1:** 100 N TRYON STREET  
**Address Line 2:** SUITE 3900  
**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 18876.015102

**NAME OF SUBMITTER:** Vicky R. Bantug

**SIGNATURE:** /Vicky R. Bantug/

**DATE SIGNED:** 01/17/2018

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of January 16, 2018 (this “**Trademark Security Agreement**”), by **SAM LEVIN, INC.** (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]*

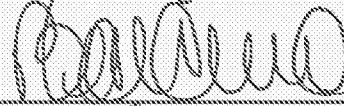
**IN WITNESS WHEREOF**, the Grantor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

**SAM LEVIN, INC.,**  
as Grantor

By: David Ladd  
Name: David Ladd  
Title: Treasurer




[Signature Page to Trademark Security Agreement]

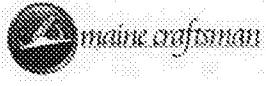



VIRTUS GROUP, LP,  
as Administrative Agent

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

**Schedule I  
Trademarks and Trademark Applications**

Registrations and Applications:

Trademark/ Service Mark	Owner	Jurisdiction	Reg. No.	Reg. Date	First Use	In Commerce
AC American Couture Express 	Sam Levin, Inc. dba Levin Furniture	U.S.	5,102,335	Dec. 20, 2016	1-00- 2012	1-00-2012
AC American Couture by Levin Furniture 	Sam Levin, Inc. dba Levin Furniture	U.S.	5,102,333	Dec. 20, 2016	1-00- 2012	1-00-2012
Levin Mattress  LEVIN MATTRESS	Sam Levin, Inc. dba Levin Furniture	U.S.	4,366,292	July 16, 2013	5-18- 2012	5-18-2012
Levin  LEVIN	Sam Levin, Inc. dba Levin Furniture	U.S.	4,307,101	Mar. 26, 2013	10-0- 1992	10-0-1992
Levin Furniture  	Sam Levin, Inc. dba Levin Furniture	U.S.	4,092,667	Jan. 31, 2012	7-7- 1999	7-7-1999

Levin Furniture  LEVIN FURNITURE	Sam Levin, Inc. dba Levin Furniture	U.S.	4,307,102	Mar. 26, 2013	10-0- 1992	10-0-1992
Levin Furniture  LEVIN FURNITURE	Sam Levin, Inc. dba Levin Furniture	U.S.	4,092,656	Jan. 31, 2012	0-0- 1959	0-0-1959
Maine Craftsman  	Sam Levin, Inc. dba Levin Furniture	U.S.	4,061,757	Nov. 29, 2011	5-5- 2010	5-5-2010
Maine Craftsman by Levin Furniture  	Sam Levin, Inc. dba Levin Furniture	U.S.	4,057,882	Nov. 22, 2011	5-5- 2010	5-5-2010
Copper Mountain by Levin Furniture  	Sam Levin, Inc. dba Levin Furniture	U.S.	4,010,720	Aug. 16, 2011	5-5- 2010	5-5-2010
Copper Mountain  	Sam Levin, Inc. dba Levin Furniture	U.S.	4,010,731	Aug. 16, 2011	5-5- 2010	5-5-2010
Grand Legacy  GRAND LEGACY	Sam Levin, Inc. Corporation	U.S.	4,373,616	July 23, 2013		