

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM492000

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WALKER EDISON FURNITURE COMPANY LLC		09/26/2018	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		
<b>Street Address:</b>	333 South Grand Avenue, 12th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3405215	WE WALKER EDISON FURNITURE COMPANY	
<b>Registration Number:</b>	4503008	LIVE OUTSIDE THE BOX	
<b>Registration Number:</b>	4503007	LIVE OUTSIDE THE BOX	
<b>Registration Number:</b>	4353450	WALKER EDISON FURNITURE COMPANY	
<b>Registration Number:</b>	4346668	WALKER EDISON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Gloria Sheehan		
<b>SIGNATURE:</b>	/Gloria Sheehan/		
<b>DATE SIGNED:</b>	10/01/2018		
<b>Total Attachments: 9</b>			

OP \$140.00 3405215

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source=image2018-09-28-100300#page9.tif

<b>To the director of the U. S. Patent and Trademark Office:</b> Please record the attached documents or the new address(es) below.	
<b>1. Name of conveying party(ies)/Execution Date(s):</b>  <p align="center"><b>WALKER EDISON FURNITURE COMPANY LLC,</b></p> <input type="checkbox"/> Individual(s) <input checked="" type="checkbox"/> General Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company Citizenship: UT Execution Date(s) September 26, 2018 Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <div style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div> Additional names, addresses, or citizenship attached?  Name: <b>WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent</b>  Internal Address:  Street Address: 333 South Grand Avenue, 12 <sup>th</sup> Floor  City: Los Angeles  State: California  Country: USA Zip: 90071
<b>3. Nature of conveyance:</b>  <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name	<input checked="" type="checkbox"/> Association Citizenship: USA <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input type="checkbox"/> Other                      Citizenship: If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) See Attached Schedule I     B. Trademark Registration No.(s) See Attached Schedule I Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)	
<b>5. Name address of party to whom correspondence concerning document should be mailed:</b> Name: Susan O'Brien  Internal Address: CT Lien Solutions  Street Address: 187 Wolf Road, Suite 101  City: Albany  State: NY Zip: 12205  Phone Number: 800-342-3676  Fax Number: 800-962-7049  Email Address: cls-uhsalbany@wolterskluwer.com	<b>6. Total number of applications and registrations involved: 5</b>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed  <b>8. Payment Information:</b>  a. Credit Card Last 4 Numbers Expiration Date  b. Deposit Account Number Authorized User Name:
<b>9. Signature:</b> _____ <div style="margin-left: 100px;">Signature</div> <div style="margin-top: -50px; margin-left: 150px;">Gloria Sheehan</div> <div style="margin-bottom: -20px; margin-left: 150px;">Name of Person Signing</div> <div style="float: right; text-align: center;">September 28, 2018 Date</div> <div style="clear: both;"></div> <div style="text-align: right; font-size: small;">Total number of pages including cover sheet, attachments, and document: 9</div>	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26<sup>th</sup> day of September, 2018, by and between Grantor listed on the signature page hereof ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of September 26, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Walker Edison Furniture Company LLC, a Utah limited liability company (the "Lead Borrower"), EW Furniture, LLC, a Utah limited liability company ("EW"), and, together with the Lead Borrower and any other Person that may from time to time become a borrower thereunder, each individually a "Borrower" and collectively, "Borrowers"), Walker Edison Intermediate, LLC, a Delaware limited liability company, any other Person that becomes a guarantor thereunder, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Secured Parties, the Security Agreement, dated as of September 26, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of interpretation set forth in Section 1.2 of the Security Agreement, which rules of interpretation are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following (excluding any Excluded Property), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License..

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Law involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice to Agent quarterly, together with the Compliance Certificate required by Section 6.02(a)(ii) of the Credit Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally

as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 10.9 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

**WALKER EDISON FURNITURE COMPANY  
LLC**

By: 

Name: Brad Bonham

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006446 FRAME: 0300**

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

By: 

Name: Richard Mahtani

Title: Vice President



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

Country	Property Type	Application/ Registration Number	Title	Case Status
US	Trademark	3405215	WE WALKER EDISON FURNITURE COMPANY and Design	Registered
US	Trademark	4503058	LIVE OUTSIDE THE BOX (Design)	Registered
US	Trademark	4503007	LIVE OUTSIDE THE BOX	Registered
US	Trademark	4353450	WALKER EDISON FURNITURE COMPANY	Registered
US	Trademark	4345668	WALKER EDISON	Registered
Madrid Protocol	Trademark	1300943	Walker Edison	Registered
Madrid Protocol	Trademark	1300941	Walker Edison Furniture Company	Registered
Madrid Protocol	Trademark	1301578	Live Outside the Box (design mark)	Registered
Madrid Protocol	Trademark	1300940	Live Outside the Box	Registered
Madrid Protocol	Trademark	1303465	WE Walker Edison Furniture Company (design mark)	Registered
Madrid Protocol	Trademark	1300944	#LIVEOUTSIDETHEBOX	Registered
European Union	Trademark	1300943	Walker Edison	Registered
European Union	Trademark	1300941	Walker Edison Furniture Company	Registered
European Union	Trademark	1301578	Live Outside the Box (design mark)	Registered
European Union	Trademark	1300940	Live Outside the Box	Refused
European Union	Trademark	1303465	WE Walker Edison Furniture Company (design mark)	Registered
European Union	Trademark	1300944	#LIVEOUTSIDETHEBOX	Pending
European Union	Trademark	17268651	SARACINA HOME	Registered
European Union	Trademark	17099608	WE Stylized	Registered
European Union	Trademark	17099574	Walker Edison	Allowed
European Union	Trademark	17550385	Live Outside the Box (design mark)	Allowed
China	Trademark	12087906	Walker Edison	Registered
China	Trademark	12087906	WE Stylized	Registered
China	Trademark	Unassigned	WE Stylized	Pending
China	Trademark	Unassigned	Walker Edison	Pending
China	Trademark	Unassigned	LIVE OUTSIDE THE BOX	Pending
China	Trademark	Unassigned	Walker Edison in Chinese	Pending
Canada	Trademark	1749935	Walker Edison	Registered
Canada	Trademark	889934	Walker Edison (Crotchets)	Registered
Canada	Trademark	1749936	Walker Edison Furniture Company	Registered
Canada	Trademark	889932	Walker Edison Furniture Company (Crotchets)	Registered
Canada	Trademark	1749927	Live Outside the Box (design mark)	Registered
Canada	Trademark	1749926	Live Outside the Box	Registered
Canada	Trademark	1749934	WE Walker Edison Furniture Company (design mark)	Registered
Canada	Trademark	1567158	SARACINA HOME	Pending
Canada	Trademark	1668623	WE logo	Pending
Canada	Trademark	1796644	#LIVEOUTSIDETHEBOX	Pending
Brazil	Trademark	914108603	SARACINA HOME	Pending
Brazil	Trademark	914108638	SARACINA HOME	Pending
Brazil	Trademark	914108263	WE	Pending
Brazil	Trademark	914108268	WE	Pending
Brazil	Trademark	914107952	WALKER EDISON word mark	Pending
Brazil	Trademark	914108034	WALKER EDISON word mark	Pending
Brazil	Trademark	914105362	LIVE OUTSIDE THE BOX	Pending
Brazil	Trademark	914108387	LIVE OUTSIDE THE BOX	Pending
Brazil	Trademark	914108441	LIVE OUTSIDE THE BOX	Pending
Brazil	Trademark	914108530	LIVE OUTSIDE THE BOX	Pending
Brazil	Trademark	914108166	WE	Pending
Brazil	Trademark	914108226	WE	Pending

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bwfurniture.com
ewmfurniture.com
furnituresteaks.com
galisoutdoorfurniture.com
gdlcinfo.com
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walkerredisonhelp.com
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walkerredisonkids.com
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wellbeoursidethetox.com
forestgate.biz
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