

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WALKER EDISON FURNITURE COMPANY LLC		09/26/2018	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL LLC, Agent		
Street Address:	280 PARK AVENUE		
Internal Address:	6TH FLOOR EAST		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3405215	WE WALKER EDISON FURNITURE COMPANY	
Registration Number:	4503008	LIVE OUTSIDE THE BOX	
Registration Number:	4503007	LIVE OUTSIDE THE BOX	
Registration Number:	4353450	WALKER EDISON FURNITURE COMPANY	
Registration Number:	4346668	WALKER EDISON	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8446		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	VICKIE LEE c/o KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	VICKIE LEE		
SIGNATURE:	/VICKIE LEE/		
DATE SIGNED:	09/27/2018		

CH \$140.00 3405215

Total Attachments: 9

source=Medley Walker Edison Trademark Security Agreement executed 2018#page1.tif

source=Medley Walker Edison Trademark Security Agreement executed 2018#page2.tif

source=Medley Walker Edison Trademark Security Agreement executed 2018#page3.tif

source=Medley Walker Edison Trademark Security Agreement executed 2018#page4.tif

source=Medley Walker Edison Trademark Security Agreement executed 2018#page5.tif

source=Medley Walker Edison Trademark Security Agreement executed 2018#page6.tif

source=Medley Walker Edison Trademark Security Agreement executed 2018#page7.tif

source=Medley Walker Edison Trademark Security Agreement executed 2018#page8.tif

source=Medley Walker Edison Trademark Security Agreement executed 2018#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of September 2018, by and between the Grantor listed on the signature page hereof and MEDLEY CAPITAL LLC ("Medley"), 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 Term Loan 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 ("EFW"), 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.

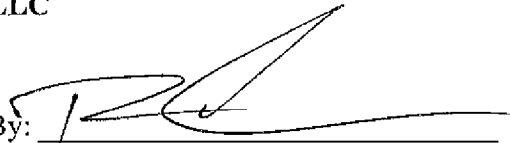
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 10.9 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE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

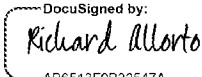
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006466 FRAME: 0643**

ACCEPTED AND ACKNOWLEDGED BY
AGENT:

MEDLEY CAPITAL LLC, as Agent

By: 
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Country	Property Type	Application/Registration Number	Title	Case Status
US	Trademark	3405215	WE WALKER EDISON FURNITURE COMPANY and Design	Registered
US	Trademark	4503008	LIVE OUTSIDE THE BOX (Design)	Registered
US	Trademark	4503007	LIVE OUTSIDE THE BOX	Registered
US	Trademark	4353450	WALKER EDISON FURNITURE COMPANY	Registered
US	Trademark	4346668	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	17298861	SARACINA HOME	Registered
European Union	Trademark	17089608	WE Stylized	Registered
European Union	Trademark	17089574	Walker Edison	Allowed
European Union	Trademark	17550385	Live Outside the Box (design mark)	Allowed
China	Trademark	12087905	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 (Croberts)	Registered
Canada	Trademark	1749930	Walker Edison Furniture Company	Registered
Canada	Trademark	889932	Walker Edison Furniture	Registered

			Company (Croberts)	
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	1867158	SARACINA HOME	Pending
Canada	Trademark	1868823	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	914108298	WE	Pending
Brazil	Trademark	914107992	WALKER EDISON word mark	Pending
Brazil	Trademark	914108034	WALKER EDISON -word mark	Pending
Brazil	Trademark	914108352	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	914108220	WE	Pending

Domain Names

Domain
b-darms.com
bonhamaviation.com
e-worldfurniture.com
ewfurniture.com
eworldfurniture.com
furnituresteals.com
oasisoutdoorfurniture.com
oasispatio.com
walkeredison.co
walkeredison.com
walkeredison.info
walkeredison.mobi
walkeredison.net
walkeredison.org
walkeredison.shop
walkeredison.us
walkeredisonfoundation.com
walkeredisonfoundation.info
walkeredisonfoundation.net
walkeredisonfoundation.org
walkeredisonfurniture.com
walkeredisonfurniture.info
walkeredisonfurniture.net
walkeredisonhelp.com

walkeredisonhome.co
walkeredisonhome.com
walkeredisonhome.info
walkeredisonhome.net
walkeredisonhome.org
walkeredisonkids.com
walkeredisonkids.info
walkeredisonservice.us
walkeredisonshop.co
walkeredisonshop.com
walkeredisonshop.info
walkeredisonshop.net
walkeredisonshop.org
walkeredisonshop.us
walkeredisonshop.com
weliveoutsidethebox.com
forestgate.biz
forestgate.mobi
forestgate.name
forestgate.us
manorpark.co
manorpark.mobi
manorpark.name
middlebrookdesigns.biz
middlebrookdesigns.com
middlebrookdesigns.info
middlebrookdesigns.net
middlebrookdesigns.org
middlebrookdesigns.us
saracinahome.biz
saracinahome.co
saracinahome.info
saracinahome.mobi
saracinahome.name
saracinahome.net
saracinahome.org
saracinahome.us
walkeredisonshops.com
welwickdesigns.biz
welwickdesigns.com
welwickdesigns.info
welwickdesigns.net
welwickdesigns.org
welwickdesigns.us
winmoor.biz
winmoor.co
winmoor.info
winmoor.net
winmoor.org
winmoor.us
winmoorhome.biz
winmoorhome.co
winmoorhome.com

winmoorhome.info
winmoorhome.net
winmoorhome.org
winmoorhome.us