

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Klaussner Furniture Industries, Inc.		02/15/2017	Corporation: NORTH CAROLINA
Prestige Fabricators, Inc.		02/15/2017	Corporation: NORTH CAROLINA
Klaussner Corporate Services, Inc.		02/15/2017	Corporation: IOWA

RECEIVING PARTY DATA

Name:	Bank Of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4023745	ENSO
Registration Number:	4026984	ENSO SLEEP SYSTEMS
Registration Number:	4431961	ENSO SLEEP SYSTEMS
Registration Number:	4375835	ENSO
Registration Number:	4382242	COMFORT DESIGN
Registration Number:	4237190	KLAUSSNER
Registration Number:	4332808	INNERSOFT
Registration Number:	4243287	STYLECRAFT
Registration Number:	3154755	DREAMQUEST
Registration Number:	3021664	METROPIA
Registration Number:	3555037	K
Registration Number:	3555036	K
Registration Number:	3555035	KLAUSSNERHOME
Registration Number:	3496770	CHOICE. SELECTION. POSSIBILITIES.

CH \$465.00 4023745

Property Type	Number	Word Mark
Registration Number:	1852420	KLAUSSNER
Registration Number:	1154902	STYLECRAFT
Registration Number:	3581471	BIOCOMFORT
Registration Number:	3581470	BIOCOMFORT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	04/02/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of February 15, 2017, is made by **KLAUSSNER FURNITURE INDUSTRIES, INC.**, a North Carolina corporation ("KFI"), **PRESTIGE FABRICATORS, INC.**, a North Carolina corporation ("Prestige"), and **KLAUSSNER CORPORATE SERVICES, INC.**, an Iowa corporation ("KCS"), and together with KFI and Prestige, the "Grantors" and each individually, a "Grantor"), in favor of BANK OF AMERICA, N.A., as agent for the equal and ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

Each Grantor has executed and delivered that certain Loan and Security Agreement, dated as of February 15, 2017, in favor of Agent for the equal and ratable benefit of the Secured Parties (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"). Each Grantor has pledged and granted to Agent a continuing security interest in all intellectual property, including the Trademarks (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations which have not been asserted), Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to each Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) Each Grantor hereby pledges and grants to Agent, on behalf of and for the benefit of the Secured Parties, a lien in and security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the Canadian Registrar of Trademarks, as applicable. The security interest granted hereby has been granted to Agent in connection with the Loan Agreement and is expressly

subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.


6. Governing Law. This Agreement and all claims shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles except federal laws relating to national banks.

7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Agent and each Grantor acknowledge that the Lien and security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**KLAUSSNER FURNITURE INDUSTRIES,
INC.,** a North Carolina corporation

By: 
Name: C. WILLIAM WITTENBERG, JR.
Title: CEO

PRESTIGE FABRICATORS, INC., a North Carolina corporation

By: 
Name: C. WILLIAM WITTENBERG, JR.
Title: CEO

**KLAUSSNER CORPORATE SERVICES,
INC.,** an Iowa corporation

By: 
Name: C. WILLIAM WITTENBERG, JR.
Title: CEO

[Signature Page to Trademark Security Agreement]

BANK OF AMERICA, N.A.
as Agent

By: 
Name: John Yanikauskas
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

Trademark Registrations and Applications

United States Trademarks

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
Enso	4023745	9/6/11	Klaussner Furniture Industries, Inc.
Enso Sleep Systems	4026984	9/13/11	Klaussner Furniture Industries, Inc.
Enso Sleep Systems	4431961	11/12/13	Klaussner Furniture Industries, Inc.
Enso	4375835	7/30/13	Klaussner Furniture Industries, Inc.
Comfort Design	4382242	8/13/13	Klaussner Furniture Industries, Inc.
Klaussner	4237190	11/6/12	Klaussner Furniture Industries, Inc.
Innersoft	4332808	5/7/13	Klaussner Furniture Industries, Inc.
Stylecraft	4243287	11/13/12	Klaussner Furniture Industries, Inc.
Dreamquest	3154755	10/10/06	Klaussner Furniture Industries, Inc.
Metropia	3021664	11/29/05	Klaussner Furniture Industries, Inc.
K	3555037	12/30/08	Klaussner Furniture Industries, Inc.
K	3555036	12/30/08	Klaussner Furniture Industries, Inc.
Klaussnerhome	3555035	12/30/08	Klaussner Furniture Industries, Inc.
Choice. Selection. Possibilities.	3496770	9/2/08	Klaussner Furniture Industries, Inc.
Klaussner	1852420	9/6/94	Klaussner Furniture Industries, Inc.
Stylecraft	1154902	5/19/81	Klaussner Furniture Industries, Inc.
BioComfort	3581471	2/24/09	Prestige Fabricators, Inc.
Biocomfort	3581470	2/24/09	Prestige Fabricators, Inc.

Canadian Trademarks

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
Klaussner	TMA506,509	1/15/99	Klaussner Furniture Industries, Inc.
Enso	TMA889,249	11/3/14	Klaussner Furniture Industries, Inc.
Comfort Design	TMA880,796	6/26/14	Klaussner Furniture Industries, Inc.
Golden Oaks	TMA683,861	3/16/07	Klaussner Corporate Services, Inc.
Revolution Motion	TMA552,452	10/16/01	Klaussner Corporate Services, Inc.
Realistic	TMA552,568	10/17/01	Klaussner Corporate Services, Inc.
Possibilities In Motion	TMA567,438	9/16/02	Klaussner Corporate Services, Inc.