

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flexsteel Industries, Inc.		09/08/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	10 S. Wacker Drive		
Internal Address:	26th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	0872140	CHARISMA	
Registration Number:	1660854	CHARISMA	
Registration Number:	3153706	CREATE-A-CART	
Registration Number:	4988175	DUAL FLEX	
Registration Number:	3040333	DUALFLEX SPRING SYSTEM	
Registration Number:	4083418	EXTENDA FLEX	
Registration Number:	2734949	FFFF FLEXSTEEL	
Registration Number:	1670275	FLEXSTEEL	
Registration Number:	1281464	FLEXSTEEL	
Registration Number:	5017441	FLEXSTEEL	
Registration Number:	2922866	FLEXSTEEL AMERICA'S SEATING SPECIALIST	
Registration Number:	2925008	FLEXSTEEL COMFORT SEATING HOME COLLECTIO	
Registration Number:	3161986	FLEXSTEEL SIGNATURE GALLERY	
Registration Number:	4500462	HOME STYLES	
Registration Number:	5428994	HOMESTYLES	
Registration Number:	5428993	HOMESTYLES	
Registration Number:	3714921	KASHMIRA	
Registration Number:	1357935	MAGIC BED	

OP \$640.00 0872140

Property Type	Number	Word Mark
Registration Number:	5814526	MOD BY FLEXSTEEL
Registration Number:	4890710	SIDE SLEEP
Registration Number:	2237703	WYNWOOD
Registration Number:	6206687	FLX
Serial Number:	90451494	FURNITURE WITH A HEART OF STEEL
Registration Number:	2810598	HOME STYLES
Registration Number:	2133196	FLEXSTEEL COMFORT SEATING

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.741
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	09/08/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of September, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 8, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Flexsteel Industries, Inc., a Minnesota corporation ("Flexsteel"; and with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof each, a "Borrower," and individually and collectively, the "Borrowers"), 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 Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 8, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, 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, each 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member

of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property 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 Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property 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 Intellectual Property 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 Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any 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 Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 25 OF THE GUARANTY AND 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.

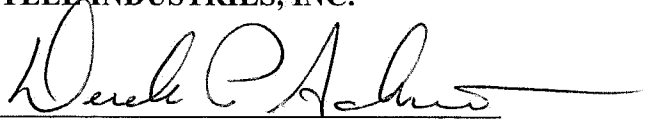
GRANTORS:

FLEXSTEEL INDUSTRIES, INC.

By: _____

Name: Derek P. Schmidt




Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read "Derek P. Schmidt", written over a horizontal line.

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: 
Its Authorized Signatory 

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Flexsteel Industries, Inc.	United States	CHARISMA (Typed Drawing)	0872140	July 1, 1969
Flexsteel Industries, Inc.	United States	CHARISMA (Typed Drawing)	1660854	October 15, 1991
Flexsteel Industries, Inc.	United States	Create-a-Cart (Standard Character Mark)	3153706	October 10, 2006
Flexsteel Industries, Inc.	United States	DUAL FLEX (Standard Character Mark)	4988175	June 28, 2016
Flexsteel Industries, Inc.	United States	DUALFLEX SPRING SYSTEM (Words, Letters, and/or Numbers in Stylized Form)	3040333	January 10, 2006
Flexsteel Industries, Inc.	United States	EXTENDA FLEX (Standard Character Mark)	4083418	January 10, 2012
Flexsteel Industries, Inc.	United States	FFFF FLEXSTEEL (Design Plus Words, Letters, and/or Numbers)	2734949	July 8, 2003
Flexsteel Industries, Inc.	United States	FLEXSTEEL (Word Mark)	1670275	December 31, 1991
Flexsteel Industries, Inc.	United States	FLEXSTEEL (Word Mark)	1281464	June 12, 1984
Flexsteel Industries, Inc.	United States	FLEXSTEEL (below square with recurved lines) (Image)	5,017,441	August 9, 2016
Flexsteel Industries, Inc.	United States	FLEXSTEEL AMERICA'S SEATING SPECIALIST (Typed Drawing)	2922866	February 1, 2005

Grantor	Country	Mark	Application/Registration No.	App/Reg Date
Flexsteel Industries, Inc.	United States	FLEXSTEEL COMFORT SEATING HOME COLLECTION (Typed Drawing)	2925008	February 8, 2005
Flexsteel Industries, Inc.	United States	FLEXSTEEL SIGNATURE GALLERY (Word Mark)	3161986	October 24, 2006
Flexsteel Industries, Inc.	United States	HOME STYLES (Standard Character Mark)	4500462	March 25, 2014
Flexsteel Industries, Inc.	United States	HOMESTYLES (Design plus words, letters, and/or numbers)	5428994	March 20, 2018
Flexsteel Industries, Inc.	United States	HOMESTYLES (Word Mark)	5428993	March 20, 2018
Flexsteel Industries, Inc.	United States	KASHMIRA (Standard Character Mark)	3714921	November 24, 2009
Flexsteel Industries, Inc.	United States	MAGIC BED (Typed Drawing)	1357935	September 3, 1985
Flexsteel Industries, Inc.	United States	MOD BY FLEXSTEEL (Standard Character Mark)	5814526	July 23, 2019
Flexsteel Industries, Inc.	United States	SIDE SLEEP (Image)	4890710	January 19, 2016
Flexsteel Industries, Inc.	United States	WYNWOOD (Typed Drawing)	2237703	April 6, 1999
Flexsteel Industries, Inc.	United States	FLX (Word Mark)	6206687	November 24, 2020
Flexsteel Industries, Inc.	United States	FURNITURE WITH A HEART OF STEEL	90451494 (Serial No.)	January 6, 2021
Flexsteel Industries, Inc.	United States	HOME STYLES (Typed Drawing)	2810598	February 3, 2004
Flexsteel Industries, Inc.	United States	COMFORT SEATING (Design Plus Words, Letters, and/or Numbers)	2133196	January 27, 1998

Trade Names

1. Flexsteel
2. Flex Steel Industries

Common Law Trademarks

1. Flexsteel
2. Flexsteel Industries

Trademarks Not Currently In Use

1. None.

Trademark Licenses

1. None.