

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Standard Furniture Manufacturing Company, LLC		12/28/2021	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Blue Torch Finance, LLC		
Street Address:	150 East 58th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85274756	MATTRESS LOFT	
Serial Number:	87522158	DREAM CATCHER	
Serial Number:	87419698	RESTPRO	
Serial Number:	85633746	MARBELLA BY STANDARD	
Serial Number:	85626895	MODERN FUSION	
Serial Number:	85633699	S STANDARD FURNITURE	
Serial Number:	85633752	S STANDARD FURNITURE GRAND DESIGNS	
Serial Number:	85063506	STANDARD FURNITURE	
Serial Number:	87170725	STANDARD LIVING	
Serial Number:	88500193	SF 19 46	
Serial Number:	88500188	STANDARD FURNITURE SF 19 46	
Serial Number:	85847493	YOUNG STYLE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		

OP \$315.00 85274756

Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 067741-0007

NAME OF SUBMITTER: Jessica Bajada-Silva

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 12/28/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of December 28, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **BLUE TORCH FINANCE, LLC**, a Delaware limited liability company (“Blue Torch”), in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among Standard Furniture Midco, LLC, a Delaware limited liability company (“Parent”), Albany Industries Acquisition, LLC, a Delaware limited liability company (the “Albany Parent”, collectively with Parent, the “Holding Companies” and each a “Holding Company”), Albany Industries, LLC, a Mississippi limited liability company (the “Borrower” and, together with each other Albany Subsidiary that executes a joinder agreement and becomes a “Borrower” thereunder, each a “Borrower” and collectively, the “Borrowers”), each subsidiary of Parent listed as a “Guarantor” on the signature pages thereto (together with the Parent and each other Person party to each Security Agreement as “Guarantor” or that executes a joinder agreement and becomes a “Guarantor” thereunder, the “Guarantors” and each a “Guarantor”), the lenders from time to time party thereto (each a “Lender” and collectively, the “Lenders”), Blue Torch, as administrative agent for each member of the Lenders, and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders, (i) that certain Security Agreement, dated as of December 28, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Albany Security Agreement”) and (ii) that certain Guaranty and Security Agreement, dated as of December 28, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Standard Security Agreement” and collectively with the Albany Security Agreement, the “Security Agreements”); and

WHEREAS, pursuant to the Security Agreements, Grantors are required to execute and deliver to Agent, for the benefit of Lenders, 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 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 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 grants, collaterally assigns and pledges to Agent, for the benefit of each Lender, 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, and all renewals thereof;

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

(c) (i) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (ii) the right to sue for past, present and future infringements and dilutions thereof, and (iii) all other rights, priorities and privileges corresponding thereto under the laws of any jurisdiction throughout the world.

provided, that, notwithstanding anything herein to the contrary, in no event shall Trademark Collateral include any Excluded Assets.

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 Lenders, any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor. Upon payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, the Security Interest granted hereby, shall automatically terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto.

4. SECURITY AGREEMENTS. 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 Lenders, pursuant to the Security Agreements. 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 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 any of the Security Agreements, the corresponding 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. 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 EACH OF THE SECURITY AGREEMENTS, 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:

STANDARD FURNITURE MANUFACTURING
COMPANY, LLC

By: 

Name: Tim Ussery

Title: President and Chief Operating Officer

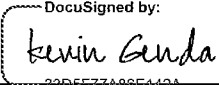
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007544 FRAME: 0006

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:


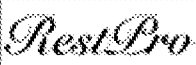
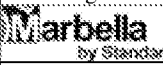




BLUE TORCH FINANCE, LLC, a Delaware
limited liability company

By:  _____
Name: Kevin Genda
Title: CEO

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	MATTRESS LOFT	85274756 March 23, 2011	4052531 November 8, 2011	Registered December 5, 2017	Standard Furniture Company of Ala., Inc.
2.	DREAM CATCHER and Design 	87522158 July 10, 2017	5391560 January 30, 2018	Registered January 30, 2018	Standard Furniture Inc
3.	RESTPRO (Stylized) 	87419698 April 21, 2017	5329533 November 7, 2017	Registered November 7, 2017	Standard Furniture Inc
4.	MARBELLA BY STANDARD and Design 	85633746 May 23, 2012	4272200 January 8, 2013	Registered July 6, 2018	Standard Furniture Manufacturing Company, Inc.
5.	MODERN FUSION	85626895 May 16, 2012	4318816 April 9, 2013	Registered July 6, 2018	Standard Furniture Manufacturing Company, Inc.
6.	S STANDARD FURNITURE and Design 	85633699 May 23, 2012	4272196 January 8, 2013	Registered July 6, 2018	Standard Furniture Manufacturing Company, Inc.; Standard Furniture Manufacturing Company, LLC
7.	S STANDARD FURNITURE GRAND DESIGNS and Design 	85633752 May 23, 2012	4272203 January 8, 2013	Registered February 2, 2019	Standard Furniture Manufacturing Company, Inc.; Standard Furniture Manufacturing Company, LLC
8.	STANDARD FURNITURE	85063506 June 15, 2010	4040506 October 18, 2011	Registered November 6, 2017	Standard Furniture Manufacturing Company, Inc.; Standard Furniture Manufacturing Company, LLC
9.	STANDARD LIVING	87170725 September 14, 2016	5186196 April 18, 2017	Registered April 18, 2017	Standard Furniture Manufacturing Company, Inc.; Standard Furniture Manufacturing Company, LLC
10.	SF 19 46 and Design 	88500193 July 3, 2019	6449401 August 10, 2021	Registered August 10, 2021	Standard Furniture Manufacturing Company, LLC
11.	STANDARD FURNITURE SF 19 46 and Design 	88500188 July 3, 2019	6449400 August 10, 2021	Registered August 10, 2021	Standard Furniture Manufacturing Company, LLC

[Schedule I to Trademark Security Agreement]

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
12.	YOUNG STYLE	85847493 February 12, 2013	4403332 September 17, 2013	Registered June 21, 2019	Standard Furniture Manufacturing Company, LLC

Trade Names

N/A

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A

[Schedule I to Trademark Security Agreement]