

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rowe Fine Furniture, Inc.		10/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	550 S. Tryon St., Floor 30		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1621243	ROWE	
Registration Number:	1627170	CLAYTON MARCUS	
Registration Number:	2286641	ROBIN BRUCE	
Registration Number:	2802138	STUDIOROWE	
Registration Number:	3727985	ROWE FURNITURE	
Registration Number:	4539882	RO WE	
Registration Number:	4717508	CKD CATHERINE K DESIGNS	
Registration Number:	4717510	CKD CATHERINE K DESIGNS	
Registration Number:	5403200	FAMILY PROOF	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	richardsonan@gtlaw.com		
Correspondent Name:	Andrew Richardson		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	103274.047000		

CH \$240.00 1621243

NAME OF SUBMITTER:	Andrew Richardson
SIGNATURE:	/Andrew Richardson/
DATE SIGNED:	10/31/2022
Total Attachments: 8 source=ROWE TRADEMARK SECURITY AGREEMENT (Executed 2022.10.27)#page1.tif source=ROWE TRADEMARK SECURITY AGREEMENT (Executed 2022.10.27)#page2.tif source=ROWE TRADEMARK SECURITY AGREEMENT (Executed 2022.10.27)#page3.tif source=ROWE TRADEMARK SECURITY AGREEMENT (Executed 2022.10.27)#page4.tif source=ROWE TRADEMARK SECURITY AGREEMENT (Executed 2022.10.27)#page5.tif source=ROWE TRADEMARK SECURITY AGREEMENT (Executed 2022.10.27)#page6.tif source=ROWE TRADEMARK SECURITY AGREEMENT (Executed 2022.10.27)#page7.tif source=ROWE TRADEMARK SECURITY AGREEMENT (Executed 2022.10.27)#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of October 27, 2022, by and among the Grantor listed on the signature pages hereof, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as Secured Party (as defined in the Security Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among ROWE FINE FURNITURE, INC., a Delaware corporation (together with any entity that may hereafter become party to the Credit Agreement as a Borrower, individually, a "Borrower" and collectively, "Borrowers"), ROWE FINE FURNITURE HOLDING CORP., a Delaware corporation (together with any entity that may hereafter become party to the Credit Agreement as a Guarantor, individually, a "Guarantor" and collectively, "Guarantors"), and Wells Fargo, as lender ("Lender"), Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Security Agreement dated as of the date hereof (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 Secured Party 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 construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to 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, 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 UCC) 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 Intellectual Property License, including the 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 Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding 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 Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 prompt notice in writing to Secured Party 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 Secured Party 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 Secured Party'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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; FORUM NON CONVENIENS; WAIVER OF JURY TRIAL; SUBMISSION TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, FORUM NON CONVENIENS,

WAIVER OF JURY TRIAL, AND SUBMISSION TO JURISDICTION SET FORTH IN SECTIONS 8.1, 8.2, 8.3, AND 8.4 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

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:

ROWE FINE FURNITURE, INC.

BY: 

Name: Timothy B. Nugent

Title: Chief Financial Officer

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association**

By: _____


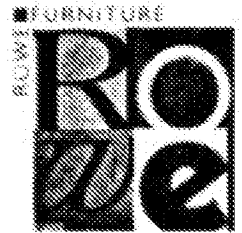
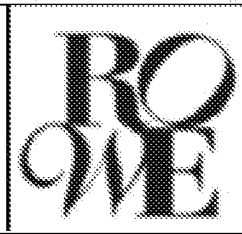
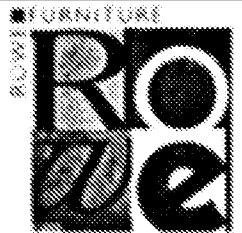
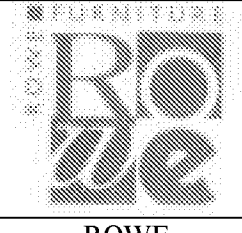

Name: Thomas Blackman

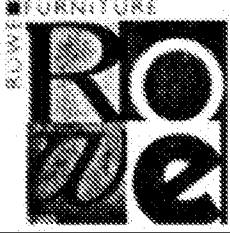
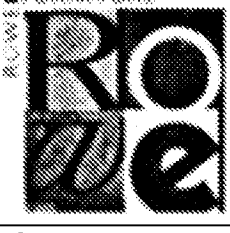
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Rowe Fine Furniture, Inc.	United States	ROWE	1,621,243	November 6, 1990
Rowe Fine Furniture, Inc.	United States	CLAYTON MARCUS	1,627,170	December 11, 1990
Rowe Fine Furniture, Inc.	United States	ROBIN BRUCE	2,286,641	October 12, 1999
Rowe Fine Furniture, Inc.	United States	STUDIOROWE	2,802,138	January 6, 2004
Rowe Fine Furniture, Inc.	United States	ROWE FURNITURE	3,727,985	December 22, 2009
Rowe Fine Furniture, Inc.	United States		4,539,882	May 27, 2014
Rowe Fine Furniture, Inc.	United States	CKD CATHERINE K DESIGNS	4,717,508	April 7, 2015
Rowe Fine Furniture, Inc.	United States		4,717,510	April 7, 2015
Rowe Fine Furniture, Inc.	United States	FAMILY PROOF	5,403,200	February 13, 2018
Rowe Fine Furniture, Inc.	Australia	ROBIN BRUCE	754381	February 6, 1998
Rowe Fine Furniture, Inc.	Australia		758365	March 27, 1998
Rowe Fine Furniture, Inc.	Canada	ROWE	TMA457540	May 24, 1996
Rowe Fine Furniture, Inc.	Canada	ROBIN BRUCE	TMA985175	November 20, 2017

Rowe Fine Furniture, Inc.	Canada		TMA536300	October 31, 2000
Rowe Fine Furniture, Inc.	Canada		TMA587404	August 19, 2003
Rowe Fine Furniture, Inc.	Canada		TMA1070127	January 20, 2020
Rowe Fine Furniture, Inc.	Canada	CLAYTON MARCUS	TMA785023	December 15, 2010
Rowe Fine Furniture, Inc.	China		9559117	June 28, 2012
Rowe Fine Furniture, Inc.	China	ROWE FURNITURE (In Chinese Characters) 罗美沙发	9559118	August 21, 2014
Rowe Fine Furniture, Inc.	China	ROWE FURNITURE	9559119	June 28, 2012
Rowe Fine Furniture, Inc.	China		9571363	July 7, 2012
Rowe Fine Furniture, Inc.	Mexico	ROWE	481873	December 7, 1994
Rowe Fine Furniture, Inc.	Mexico	ROBIN BRUCE	937131	May 31, 2006
Rowe Fine Furniture, Inc.	Mexico		585592	August 27, 1998

Rowe Fine Furniture, Inc.	Mexico		699826	May 29, 2001
Rowe Fine Furniture, Inc.	Singapore		T11073451	April 4, 2012
Rowe Fine Furniture, Inc.	Singapore	ROWE FURNITURE	T1107340H	July 20, 2012

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.