

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Legacy Classic Furniture, Inc.		11/04/2008	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

Name:	Wachovia Bank, National Association
Street Address:	110 East Broward Blvd., Suite 2050
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33301
Entity Type:	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	77317118	EVERYDAY DINING
Registration Number:	2520702	LEGACY CLASSIC FURNITURE
Registration Number:	3197784	HOME FURNITURE OUTFITTERS
Registration Number:	2987464	LC KIDS LEGACY CLASSIC
Registration Number:	2992096	KIDS LEGACY CLASSIC

**CORRESPONDENCE DATA**

Fax Number: (704)350-7800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704-350-7736  
 Email: bsmith@winston.com  
 Correspondent Name: Stephanie L. Stephens  
 Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.  
 Address Line 2: 22nd Floor  
 Address Line 4: Charlotte, NORTH CAROLINA 28202

CH \$140.00 77317118

ATTORNEY DOCKET NUMBER:	80393.07280
NAME OF SUBMITTER:	Stephanie L. Stephens
Signature:	/Stephanie L. Stephens/
Date:	11/11/2008
<p>Total Attachments: 6 source=TM_Security_Agmt_Legacy_20081111144623#page1.tif source=TM_Security_Agmt_Legacy_20081111144623#page2.tif source=TM_Security_Agmt_Legacy_20081111144623#page3.tif source=TM_Security_Agmt_Legacy_20081111144623#page4.tif source=TM_Security_Agmt_Legacy_20081111144623#page5.tif source=TM_Security_Agmt_Legacy_20081111144623#page6.tif</p>	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 4, 2008 by and between LEGACY CLASSIC FURNITURE, INC., a North Carolina corporation (the "Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION (the "Lender") under the terms of that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among the Grantor, Samson Investment Holding Co., a Delaware corporation, Universal Furniture International, Inc., a Delaware corporation, Craftmaster Furniture, Inc., a Delaware corporation and Elite Home Furnishings, Inc., a North Carolina corporation, collectively as borrowers, and the Lender. Initially capitalized terms used but not otherwise defined herein shall have the meaning assigned to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each trademark, trademark registration, and trademark application, and in each case, all of the goodwill of the business connected therewith, and symbolized thereby, including, without limitation, each trademark, trademark registration and trademark application described on Schedule A attached hereto;
- (ii) each trademark license, to the extent allowable under the applicable license agreement, including, without limitation, each trademark license listed on Schedule B attached hereto;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any trademark, including, without limitation, any trademark described on Schedule A attached hereto or (b) injury to the goodwill associated with any trademark; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

LEGACY CLASSIC FURNITURE, INC.,  
as Grantor

By: Shing-Huei Li  
Name: Shing-Huei Li  
Title: CEO

ACKNOWLEDGMENT

STATE OF NC

COUNTY OF Critland

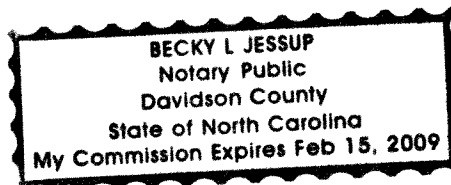
I, Becky L Jessup, a Notary Public for said County and State, do hereby certify that Shing Hwei Li personally appeared before me this day and stated that (s)he is CEO of LEGACY CLASSIC FURNITURE, INC. and acknowledged, on behalf of LEGACY CLASSIC FURNITURE, INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 28<sup>th</sup> day of October, 2008.

Becky L Jessup  
Notary Public

My commission expires:

2/15/09



[SIGNATURE PAGES CONTINUE]

[Trademark Security Agreement]

TRADEMARK  
REEL: 003885 FRAME: 0957

Agreed and Accepted as of the  
4<sup>th</sup> day of November, 2008.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Lender

By: Jerry Fortner  
Name: Jerry Fortner  
Title: Vice President

Schedule A to Trademark Security Agreement

**TRADEMARKS**

<u>Mark</u>	<u>Ser./Reg./App. No.</u>	<u>Filing/Reg/App. Date</u>	<u>Status</u>
<b>TRADEMARKS</b>			
None.			
<b>TRADEMARK APPLICATIONS</b>			
Everyday Dining	77317118	October 30, 2007	Pending
<b>TRADEMARK REGISTRATIONS</b>			
Legacy Classic Furniture	2520702	December 18, 2001	Registered
Home Furniture Outfitters	3197784	January 9, 2007	Registered
LC Kids Legacy Classic	2987464	August 23, 2005	Registered
Kids Legacy Classic	2992096	September 6, 2005	Registered

Schedule B to Trademark Security Agreement

**TRADEMARK LICENSES**

None.

[Trademark Security Agreement – Legacy]