

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
Elite Home Furnishings, 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: 1			
Property Type	Number	Word Mark	
Registration Number:	3412117	CASE & CUSHION HOME FURNISHINGS	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	80393.07280		
NAME OF SUBMITTER:	Stephanie L. Stephens		
Signature:	/Stephanie L. Stephens/		

CH \$40.00 3412117

Date:

11/11/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 4, 2008 by and between ELITE HOME FURNISHINGS, 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, Legacy Classic Furniture, Inc., a North Carolina corporation, and Craftmaster Furniture, Inc., a Delaware 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

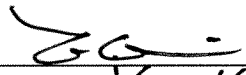
(iv) all products and proceeds of the foregoing.

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.

ELITE HOME FURNISHINGS, INC., as Grantor

By: 
Name: Yao-yu Chien
Title: Vice President

ACKNOWLEDGMENT

STATE OF NC

COUNTY OF Guilford

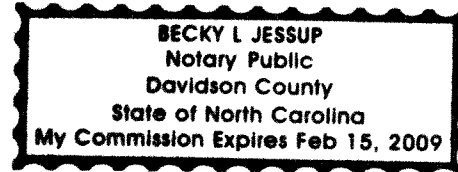
I, Becky L Jessup, a Notary Public for said County and State, do hereby certify that Yao-Yu Chien personally appeared before me this day and stated that (s)he is Vice President of ELITE HOME FURNISHINGS, INC. and acknowledged, on behalf of ELITE HOME FURNISHINGS, INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of October, 2008.

Becky L Jessup
Notary Public

My commission expires:

2/15/09



[SIGNATURE PAGES CONTINUE]

[Trademark Security Agreement]

TRADEMARK
REEL: 003886 FRAME: 0030

Agreed and Accepted as of the
4th day of November, 2008.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Lender

By: Jenna Fortner
Name: Jenna 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>
TRADEMARKS			
None.			
TRADEMARK APPLICATIONS			
None.			
TRADEMARK REGISTRATIONS			
Case & Cushion Home Furnishings	3412117	April 15, 2008	Registered

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

[Trademark Security Agreement – Elite]