

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																				
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement																				
<b>CONVEYING PARTY DATA</b>																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Capital Business Credit LLC</td> <td></td> <td>04/30/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Capital Business Credit (California) LLC</td> <td></td> <td>04/30/2010</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> <tr> <td>PPL Asset Holdings LLC</td> <td></td> <td>04/30/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>CFH Funding LLC</td> <td></td> <td>04/30/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Capital Business Credit LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE	Capital Business Credit (California) LLC		04/30/2010	LIMITED LIABILITY COMPANY: CALIFORNIA	PPL Asset Holdings LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE	CFH Funding LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
Name	Formerly	Execution Date	Entity Type																		
Capital Business Credit LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE																		
Capital Business Credit (California) LLC		04/30/2010	LIMITED LIABILITY COMPANY: CALIFORNIA																		
PPL Asset Holdings LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE																		
CFH Funding LLC		04/30/2010	LIMITED LIABILITY COMPANY: DELAWARE																		
<b>RECEIVING PARTY DATA</b>																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"><b>Name:</b></td> <td>Capital One, N.A.</td> </tr> <tr> <td><b>Street Address:</b></td> <td>1001 Avenue of the Americas</td> </tr> <tr> <td><b>City:</b></td> <td>New York</td> </tr> <tr> <td><b>State/Country:</b></td> <td>NEW YORK</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>10018</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>Agent:</td> </tr> </table>		<b>Name:</b>	Capital One, N.A.	<b>Street Address:</b>	1001 Avenue of the Americas	<b>City:</b>	New York	<b>State/Country:</b>	NEW YORK	<b>Postal Code:</b>	10018	<b>Entity Type:</b>	Agent:								
<b>Name:</b>	Capital One, N.A.																				
<b>Street Address:</b>	1001 Avenue of the Americas																				
<b>City:</b>	New York																				
<b>State/Country:</b>	NEW YORK																				
<b>Postal Code:</b>	10018																				
<b>Entity Type:</b>	Agent:																				
<b>PROPERTY NUMBERS Total: 4</b>																					
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1666940</td> <td>CAPITAL FACTORS</td> </tr> <tr> <td>Registration Number:</td> <td>1169334</td> <td>PEOPLOUNGERS</td> </tr> <tr> <td>Registration Number:</td> <td>1612965</td> <td>PEOPLOUNGERS THE HEART OF MOTION FURNITURE</td> </tr> <tr> <td>Serial Number:</td> <td>77838435</td> <td>PEOPLOUNGERS FOR TODAY'S LIFESTYLE</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	1666940	CAPITAL FACTORS	Registration Number:	1169334	PEOPLOUNGERS	Registration Number:	1612965	PEOPLOUNGERS THE HEART OF MOTION FURNITURE	Serial Number:	77838435	PEOPLOUNGERS FOR TODAY'S LIFESTYLE					
Property Type	Number	Word Mark																			
Registration Number:	1666940	CAPITAL FACTORS																			
Registration Number:	1169334	PEOPLOUNGERS																			
Registration Number:	1612965	PEOPLOUNGERS THE HEART OF MOTION FURNITURE																			
Serial Number:	77838435	PEOPLOUNGERS FOR TODAY'S LIFESTYLE																			
<b>CORRESPONDENCE DATA</b>																					
<p>Fax Number: (312)896-5678  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312/464-3100        Email: msmolucka@loeb.com</p>																					

CH \$1115.00 1666940

Correspondent Name: Scott J. Giordano/Loeb & Loeb LLP  
Address Line 1: 345 Park Avenue  
Address Line 4: New York, NEW YORK 10154

ATTORNEY DOCKET NUMBER: 212810/10004

NAME OF SUBMITTER: Mary Ann Smolucka

Signature: /s/ Mary Ann Smolucka

Date: 05/06/2010

**Total Attachments: 7**

source=CBC IP Security#page1.tif

source=CBC IP Security#page2.tif

source=CBC IP Security#page3.tif

source=CBC IP Security#page4.tif

source=CBC IP Security#page5.tif

source=CBC IP Security#page6.tif

source=CBC IP Security#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2010, is made among CAPITAL BUSINESS CREDIT LLC, a Delaware limited liability company ("CBC"), CAPITAL BUSINESS CREDIT (CALIFORNIA) LLC, a California limited liability company ("CBCCA"), PPL ASSET HOLDINGS LLC, a Delaware limited liability company ("PPL") and CFH FUNDING LLC, a Delaware limited liability company ("CFH", together with CBC, CBCCA and PPL, each, individually, a "Grantor" and, collectively, the "Grantors"), and CAPITAL ONE, N.A., in its capacity as Agent for itself, Lenders and the L/C Issuer.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among CBC, CBCCA, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of CBC and CBCCA. PPL and CFH have agreed to guaranty the Obligations; and

WHEREAS, Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent this Intellectual Property 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:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Credit Agreement.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, for itself and the benefit of Lenders and L/C Issuer, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing; and

- (e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, and (iv) infringement of any Copyright or Copyright licensed under any Copyright License;

provided that, in the case of each Grantor, Intellectual Property Collateral shall not include any Excluded Property.

Section 3. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and for the benefit of the Lenders and L/C Issuer, pursuant to that certain Security Agreement, dated as of the date hereof, by and among the Grantors, Agent and such other entities as may from time to time become party thereto (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"). Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property 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.

Section 4. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 5. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

Section 6. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 4 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

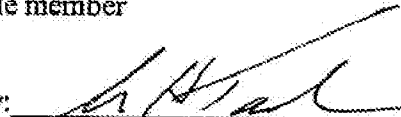
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CAPITAL BUSINESS CREDIT LLC**

By:   
Name: Andrew H. Tananbaum  
Title: President & CEO

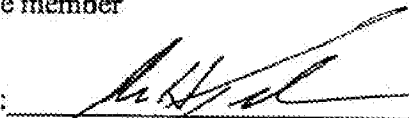
**CAPITAL BUSINESS CREDIT  
(CALIFORNIA) LLC**

By: CAPITAL BUSINESS CREDIT LLC, its  
sole member

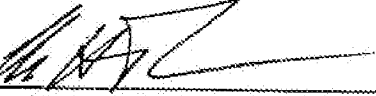
By:   
Name: Andrew H. Tananbaum  
Title: President & CEO

**PPL ASSET HOLDINGS LLC**

By: CAPITAL BUSINESS CREDIT LLC, its  
sole member

By:   
Name: Andrew H. Tananbaum  
Title: President & CEO

**CFH FUNDING LLC**

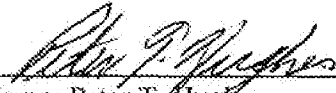
By:   
Name: Andrew H. Tananbaum  
Title: President

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 004200 FRAME: 0738**

ACCEPTED and ACKNOWLEDGED by:

CAPITAL ONE, N.A., as Agent

By:   
Name: Peter T. Hughes  
Title: Sr. Vice President

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

TRADEMARK  
REEL: 004200 FRAME: 0739

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents/Patent Applications/Patent Licenses

PPL Asset Holdings LLC

*U.S.*

PATENT	PATENT NO.	ISSUE DATE
Sofa, Loveseat, Sectional or Modular Furniture Arrangement with Glider/Rocker Recliner	5,326,153	July 5, 1994

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks/Trademark Applications/Trademark Licenses

CFH Acquisition LLC (n/k/a Capital Business Credit LLC)

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. #</u>
Capital Factors	12/03/1991	1666940

PPL Asset Holdings LLC

U.S.

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. #</u>
PEOPLOUNGERS	9/15/1981	1169334
PEOPLOUNGERS THE HEART OF MOTION FURNITURE and Design	9/11/1990	1612965
PEOPLOUNGERS FOR TODAY'S LIFESTYLE and Design	9/30/2009	77/838435



SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights/Copyright Applications/Copyright Licenses

*None.*