

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601228

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Klaussner Furniture Industries, Inc.		10/05/2020	Corporation: DELAWARE
Klaussner Corporate Services, Inc.		10/05/2020	Corporation: IOWA
Prestige Fabricators, Inc.		10/05/2020	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	3455 Peachtree Road NE, 12th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4023745	ENSO
Registration Number:	4026984	ENSO SLEEP SYSTEMS
Registration Number:	4431961	ENSO SLEEP SYSTEMS
Registration Number:	4375835	ENSO
Registration Number:	4382242	COMFORT DESIGN
Registration Number:	4237190	KLAUSSNER
Registration Number:	4332808	INNERSOFT
Registration Number:	4243287	STYLECRAFT
Registration Number:	3154755	DREAMQUEST
Registration Number:	3021664	METROPIA
Registration Number:	3555037	K
Registration Number:	3555036	K
Registration Number:	3555035	KLAUSSNERHOME
Registration Number:	3496770	CHOICE. SELECTION. POSSIBILITIES.
Registration Number:	1852420	KLAUSSNER

CH \$615.00 4023745

Property Type	Number	Word Mark
Registration Number:	1154902	STYLECRAFT
Registration Number:	5434983	SMARTHOME FURNISHINGS
Registration Number:	3581471	BIOCOMFORT
Registration Number:	3581470	BIOCOMFORT
Registration Number:	5920210	A WORLD WELL-RESTED
Registration Number:	5785287	COMPLETE COMFORT CONTROL
Registration Number:	5928343	AVENUE 405
Registration Number:	5861834	ENSO
Registration Number:	5867074	ENSO SLEEP SYSTEMS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Laura M. Franco

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Laura M. Franco

SIGNATURE: /Laura M. Franco/

DATE SIGNED: 10/05/2020

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 5, 2020, is made by **KLAUSSNER FURNITURE INDUSTRIES, INC.**, a Delaware corporation (“KFI”), **PRESTIGE FABRICATORS, INC.**, a North Carolina corporation (“Prestige”), and **KLAUSSNER CORPORATE SERVICES, INC.**, an Iowa corporation (“KCS”, and together with KFI and Prestige, the “Grantors” and each individually, a “Grantor”), in favor of BANK OF AMERICA, N.A., as agent for the equal and ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WHEREAS, the Grantors, Eagle Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), the other subsidiaries of Holdings signatory thereto, the lenders party thereto and Agent executed and delivered that certain Loan and Security Agreement, dated as of February 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Prior Loan Agreement”);

WHEREAS, pursuant to the Prior Loan Agreement, each Grantor entered into that certain Trademark Security Agreement, dated as of February 15, 2017, and KFI entered into that certain Trademark Security Agreement, dated as of December 18, 2018 (collectively, the “Existing Agreements”), pursuant to which each Grantor granted to Agent a security interest in and to such Grantor’s trademarks, trademark applications and all products and proceeds thereof;

WHEREAS, the Grantors, Holdings, the other subsidiaries of Holdings signatory thereto, the Agent and certain lenders are entering into that certain Amended and Restated Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), which Loan Agreement amends and restates the Prior Loan Agreement in its entirety;

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent this Agreement, which amends and restates the Existing Agreements in their entirety; and

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor has pledged and granted to Agent a continuing security interest in all intellectual property, including the Trademarks (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification

obligations which have not been asserted), Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to each Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) Each Grantor hereby pledges and grants to Agent, on behalf of and for the benefit of the Secured Parties, a lien in and security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office or the Canadian Registrar of Trademarks, as applicable. The security interest granted hereby has been granted to Agent in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and all claims shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles except federal laws relating to national banks.

7. Amendment and Restatement. This Agreement amends and restates each of the Existing Agreements in their entirety and, upon effectiveness of this Agreement, the terms and provisions of the Existing Agreements shall be superseded hereby and the rights and obligations of the parties hereto shall be governed by this Agreement rather than the Existing Agreements. This Agreement is given in substitution for the Existing Agreements and is in no way intended to constitute a novation of the Existing Agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**KLAUSSNER FURNITURE INDUSTRIES,
INC.,** a Delaware corporation

By: 

Name: David Cybulski

Title: Chief Financial Officer

PRESTIGE FABRICATORS, INC., a North Carolina corporation

By: 

Name: David Cybulski

Title: Chief Financial Officer

**KLAUSSNER CORPORATE SERVICES,
INC.,** an Iowa corporation

By: 

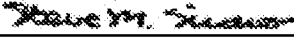
Name: David Cybulski

Title: Chief Financial Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

**TRADEMARK
REEL: 007063 FRAME: 0700**

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Steve Siravo
Title: Senior Vice President

SCHEDULE ATrademark Registrations and ApplicationsUnited States Trademarks

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
Enso	4023745	9/6/11	Klaussner Furniture Industries, Inc.
Enso Sleep Systems	4026984	9/13/11	Klaussner Furniture Industries, Inc.
Enso Sleep Systems	4431961	11/12/13	Klaussner Furniture Industries, Inc.
Enso	4375835	7/30/13	Klaussner Furniture Industries, Inc.
Comfort Design	4382242	8/13/13	Klaussner Furniture Industries, Inc.
Klaussner	4237190	11/6/12	Klaussner Furniture Industries, Inc.
Innersoft	4332808	5/7/13	Klaussner Furniture Industries, Inc.
Stylecraft	4243287	11/13/12	Klaussner Furniture Industries, Inc.
Dreamquest	3154755	10/10/06	Klaussner Furniture Industries, Inc.
Metropia	3021664	11/29/05	Klaussner Furniture Industries, Inc.
K	3555037	12/30/08	Klaussner Furniture Industries, Inc.
K	3555036	12/30/08	Klaussner Furniture Industries, Inc.
Klaussnerhome	3555035	12/30/08	Klaussner Furniture Industries, Inc.
Choice. Selection. Possibilities.	3496770	9/2/08	Klaussner Furniture Industries, Inc.
Klaussner	1852420	9/6/94	Klaussner Furniture Industries, Inc.
Stylecraft	1154902	5/19/81	Klaussner Furniture Industries, Inc.
SMARTHOME FURNISHINGS	5434983	3/27/18	Klaussner Furniture Industries, Inc.
BioComfort	3581471	2/24/09	Prestige Fabricators, Inc.
Biocomfort	3581470	2/24/09	Prestige Fabricators, Inc.
A world well-rested	5920210	11/26/2019	Klaussner Furniture Industries, Inc.
Complete Comfort Control	5785287	6/25/2019	Klaussner Furniture Industries, Inc.
Avenue 405	5928343	12/3/2018	Klaussner Furniture Industries, Inc.
ENSO	5861834	9/17/2019	Klaussner Furniture Industries, Inc.
ENSO SLEEP SYSTEMS (Stylized)	5867074	9/24/2019	Klaussner Furniture Industries, Inc.

Canadian Trademarks

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
Klaussner	TMA506,599	1/15/99	Klaussner Corporate Services, Inc.
ENSO	TMA889,249	11/3/14	Klaussner Furniture Industries, Inc.

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
Comfort Design	TMA880,796	6/26/14	Klaussner Furniture Industries, Inc.
Golden Oaks	TMA683,861	3/16/07	Klaussner Corporate Services, Inc.

United States Pending Trademark Applications

None.