# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Century Furniture, LLC		109/27/2000	limited liability company: NORTH CAROLINA

# **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent	
Street Address:	300 Galleria Parkway	
Internal Address:	Suite 800	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30339	
Entity Type:	national banking association: UNITED STATES	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78646239	HEIRLOOM

## **CORRESPONDENCE DATA**

Fax Number: (919)416-8339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919 286-8049

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	09/13/2005 <b>TRADEMARK</b>

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#### **NOTICE**

OF

#### **GRANT OF SECURITY INTEREST**

IN

#### TRADEMARKS

United States Patent and Trademark Office

### Gentlemen:

Please be advised that pursuant to the Loan and Security Agreement dated as of September 27, 2000 (as the same may be amended, modified, extended or restated from time to time, the "Loan Agreement") by and among the Borrowers party thereto (each a "Borrower" and collectively, the "Borrowers") and Bank of America, N.A., as Agent (the "Agent") for the lenders referenced therein (the "Lenders"), the undersigned Borrower has granted a continuing security interest in and continuing lien upon the trademark application set forth on Schedule 1 attached hereto to the Agent for the ratable benefit of the Lenders.

The undersigned Borrower and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the trademark applications set forth on <u>Schedule 1</u> attached hereto (i) may only be terminated in accordance with the terms of the Loan Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CENTURY FURNITURE, LLC,

a North Carolina limited liability company

Name: Richard L. Reese

Title: Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Agent

Name: Sherry Lail

By:

Title: Senior Vice President

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# Schedule 1

# Century Furniture, LLC (North Carolina Limited Liability Company)

# U.S. Trademarks

# **Pending Application**

Mark	Application No.	Filing Date
HEIRLOOM (Block Letters)	78646239	6/8/05

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**RECORDED: 09/13/2005** 

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