

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bob's Discount Furniture, LLC		12/19/2007	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fidus Mezzanine Capital, L.P.		
<b>Street Address:</b>	190 South LaSalle Street, Suite 2140		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2023414	BOB'S DISCOUNT FURNITURE	
Registration Number:	1902035	BOB'S DISCOUNT FURNITURE	
Registration Number:	3355727	BOB-O-PEDIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)339-3449		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	hcarpenter@rbh.com		
<b>Correspondent Name:</b>	Heather Carpenter		
<b>Address Line 1:</b>	c/o Robinson Bradshaw & Hinson, P.A.		
<b>Address Line 2:</b>	101 N. Tryon Street, Suite 1900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>ATTORNEY DOCKET NUMBER:</b>	18865.00017		
<b>NAME OF SUBMITTER:</b>	Heather Carpenter		

OP \$90.00 2023414

Signature:	/Heather Carpenter/
Date:	12/19/2007
<b>Total Attachments: 10</b> source=Bob's trademark grant#page1.tif source=Bob's trademark grant#page2.tif source=Bob's trademark grant#page3.tif source=Bob's trademark grant#page4.tif source=Bob's trademark grant#page5.tif source=Bob's trademark grant#page6.tif source=Bob's trademark grant#page7.tif source=Bob's trademark grant#page8.tif source=Bob's trademark grant#page9.tif source=Bob's trademark grant#page10.tif	

THIS DOCUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF DECEMBER 19, 2007 BY AND BETWEEN BOB'S DISCOUNT FURNITURE, LLC, BOB'S DISCOUNT FURNITURE OF MASSACHUSETTS, LLC, FURNITURE NORTH, LLC, BANK OF AMERICA, N.A., AS AGENT, AND FIDUS MEZZANINE CAPITAL, L. P., AND THE OTHER SUBORDINATED CREDITORS FROM TIME TO TIME PARTY THERETO (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT"), TO CERTAIN SENIOR DEBT DESCRIBED IN THE SUBORDINATION AGREEMENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated December 19, 2007, made by **BOB'S DISCOUNT FURNITURE, LLC**, a Massachusetts limited liability company ("**Debtor**"), in favor of **FIDUS MEZZANINE CAPITAL, L.P.**, a Delaware limited partnership, as collateral agent (hereinafter referred to as the "**Agent**") for itself and the other Investors (defined below) which are or may become parties to the Investment Agreement referred to below.

Debtor and Agent hereby agree as follows:

### **SECTION 1. Definitions; Interpretation.**

(a) Terms Defined in Investment Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Investment Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Investment Agreement**" means that certain Investment Agreement, dated the date hereof, by and among the Debtor, Bob's Discount Furniture of Massachusetts, LLC, Furniture North, LLC, the Agent and the Investors, as amended, restated, extended, supplemented or otherwise modified in writing from time to time.

"**Investors**" means those certain entities from time to time party, as investors, to the Investment Agreement.

"**PTO**" means the United States Patent and Trademark Office.

"**Security Agreement**" means that certain Security Agreement, dated as of the date hereof, by Debtor in favor of Agent for itself and on behalf of the Investors.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation set forth in Section 1.02 of the Investment Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## **SECTION 2. Security Interest.**

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby collaterally assigns to Agent for the benefit of the Investors a security interest in all of Debtor’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “**Collateral**”):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding anything to the contrary contained in this Section 2(a), the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any of the following: (a) any license held by Debtor that validly prohibits the creation by Debtor of a security interest therein; and (b) any license held by Debtor to the extent that applicable law prohibits the creation of a security interest therein.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

**SECTION 3. Supplement to Security Agreement.**

This Agreement has been entered into in conjunction with the security interests granted to Agent on behalf of the Investors under the Security Agreement or other security documents referred to therein. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Investment Agreement, the Security Agreement and the other Investment Documents, all terms and provisions of which are incorporated herein by reference.

**SECTION 4. Representations and Warranties.**

Debtor represents and warrants to the Agent that a true and correct list, as of the date hereof, of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A attached hereto and made a part hereof.

**SECTION 5. Further Acts.**

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes the Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Agent. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall promptly notify the Agent in a writing signed by the Debtor of the brief details thereof and grant to the Agent, on behalf of the Investors, in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Agent.

**SECTION 6. Authorization to Supplement.**

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give notice in writing, in a quarterly supplement to be delivered with quarterly financial statements delivered under Section 6.01(b) of the Investment Agreement to the Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes the Agent unilaterally to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

**SECTION 7. Subordination.** This Agreement is, and the all rights and remedies granted to Agent and the other Investors hereunder are, subject in all respects to the terms and limitations of the Subordination Agreement. In the event of any conflict between the terms of the Subordination Agreement and this Agreement, the terms of the Subordination Agreement shall govern and control. The security interests created by this Agreement and any other Investment Documents on the Collateral are junior and subordinate to the lien on such Collateral in favor of the Senior Agent, in accordance with the provisions of the Subordination Agreement. Notwithstanding anything to the contrary set forth in this Agreement or any other Investment Document, neither the Agent nor any other Investor shall have any right to exercise any right or remedy hereunder except in accordance with the Subordination Agreement.

**SECTION 8. Binding Effect.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, the Agent, the Investors and their respective successors and permitted assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

**SECTION 9. Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

**SECTION 10. Entire Agreement; Amendment.**

This Agreement, the Security Agreement and the Investment Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Investment Agreement. Notwithstanding the foregoing, the Agent, on behalf of the Majority Investors, unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision

of the Security Agreement, the provision giving any Investor greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to any Investor under the Security Agreement.

**SECTION 11. Counterparts.**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**SECTION 12. Termination.**

Upon the indefeasible payment and performance in full of all Obligations (other than contingent indemnification obligations), the security interests created by this Agreement shall terminate and the Agent (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to the Agent hereunder, including cancellation of this Agreement by written notice from the Agent to the PTO.

**SECTION 13. No Inconsistent Requirements.**

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 14. Severability.**

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

**SECTION 15. Notices.**

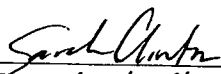
All notices, demands, requests, and other communications given under this Agreement shall be given and shall be effective as provided in Section 10.02 of the Investment Agreement.

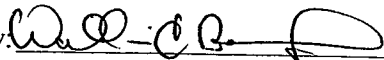
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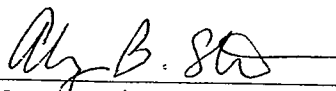
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

WITNESSES:

**BOB'S DISCOUNT FURNITURE, LLC**

  
Name Sarah Clinton

By:   
Name: William C. Ballou  
Title: CFO

  
Name: Alyson B. Stewart

WITNESSES:

**FIDUS MEZZANINE CAPITAL, L.P.**

\_\_\_\_\_  
Name

By: Fidus Mezzanine Capital GP, LLC, its  
General Partner

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Name:  
Title:

*[the next page is the acknowledgment page]*

*(Signature Page to Trademark Security Agreement)*



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

WITNESSES:

**BOB'S DISCOUNT FURNITURE, LLC**

\_\_\_\_\_  
Name

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Name:

WITNESSES:

**FIDUS MEZZANINE CAPITAL, L.P.**

Lillian Kochanowski  
Name

By: Fidus Mezzanine Capital GP, LLC, its  
General Partner

By: [Signature]

Name:

Title:

[Signature]  
Name:

*[the next page is the acknowledgment page]*

*(Signature Page to Trademark Security Agreement)*

STATE OF Massachusetts )  
 ) ss. \_\_\_\_\_  
COUNTY OF Suffolk )

On this 13 day of December, 2007, before me, the undersigned officer, personally appeared William C. Ballou, CEO of Bob's Discount Furniture, LLC, a Massachusetts limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

CONSTANCE K. SWIFT, Notary Public  
My Commission Expires August 22, 2008

Constance K. Swift  
Notary Public  
My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Fidus Mezzanine Capital GP, LLC, a Delaware limited liability company and the general partner of Fidus Mezzanine Capital, L.P., a Delaware limited partnership, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited partnership.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

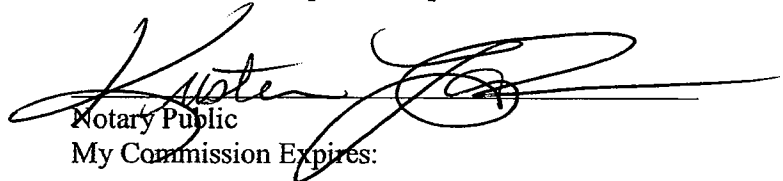
On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Bob's Discount Furniture, LLC, a Massachusetts limited liability company, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF IL )  
 ) ss. \_\_\_\_\_  
COUNTY OF cook )

On this 17<sup>th</sup> day of Dec, 2007, before me, the undersigned officer, personally appeared Edward Ross of Fidus Mezzanine Capital GP, LLC, a Delaware limited liability company and the general partner of Fidus Mezzanine Capital, L.P., a Delaware limited partnership, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said limited partnership.

"OFFICIAL SEAL"  
Kristen M. LaPine  
Notary Public, State of Illinois  
Cook County  
My Commission Expires Sept. 13, 2010

  
Notary Public  
My Commission Expires:

**SCHEDULE A**  
to the Trademark Security Agreement

Debtor: Bob's Discount Furniture, LLC

**U.S. Registered Trademarks of Debtor**

<b>Registration Number</b>	<b>Serial Number</b>	<b>Mark</b>
2023414	74733445	BOB'S DISCOUNT FURNITURE
1902035	74492252 [This mark has been abandoned.]	BOB'S DISCOUNT FURNITURE
3355727	77147738	BOB-O-PEDIC

**U.S. Trademark Applications of Debtor**

<b>Application Number</b>	<b>Application Date</b>	<b>Mark</b>
None.		