

**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>
Athome America, Inc.	FORMERLY known as The Country Peddlers and Company of America	12/17/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	6111 North River Road		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	A National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	76373736	AT HOME AMERICA	
Serial Number:	77517938	AT HOME AMERICA	
Serial Number:	77517951	AT HOME AMERICA	
Registration Number:	2660556	AT HOME AMERICA	
Registration Number:	2695766	AT HOME AMERICA	
Registration Number:	3038135	ATHOME WITH BECKY AND LISA	
Serial Number:	77163785	COME FOR THE PRODUCT .... STAY FOR THE EXPERIENCE	
Registration Number:	1122149	COUNTRY PEDDLER	
Registration Number:	2693318	FAMILY FAVORITES	
Registration Number:	2850916	HOMECOMING	
Registration Number:	2726869	HOMESTYLE SPECIALIST	
Registration Number:	2374129	THE COUNTRY PEDDLERS AND COMPANY OF AMERICA, INC.	

**CH \$315.00 76373736**

CORRESPONDENCE DATA

Fax Number: (312)609-5005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 609-7838  
Email: podonoghue@vedderprice.com  
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.  
Address Line 1: 222 North LaSalle Street  
Address Line 2: Suite 2500  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	41633.00.0001
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	12/29/2009

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Security Agreement**”) made as of the 17th day of December, 2009 by ATHOME AMERICA, INC., a Delaware corporation, formerly known as The Country Peddlers and Company of America, (“**Borrower**”) in favor of MB FINANCIAL BANK, N.A. (the “**Lender**”):

### W I T N E S S E T H:

WHEREAS, Borrower and Lender are parties to a certain Amended and Restated Loan and Security Agreement dated as of April 30, 2008 (as amended, amended and restated or otherwise modified from time to time, the “**Loan Agreement**”) and other related Loan Documents (as defined in the Loan Agreement), which Loan Documents provide for the grant by Borrower to Lender of a security interest in certain of Borrower’s assets, including, without limitation, its trademarks and trademark applications; and

WHEREAS, Borrower desires Lender to enter into an Amendment and Forbearance Agreement dated of even date herewith between Borrower and Lender, and Lender would not enter into such agreement unless Borrower executes this Security Agreement in favor of Lender.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Documents. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Documents of, a continuing security interest in Borrower’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower’s business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full or before the Loan Documents have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations and the termination of the Loan Documents. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Loan Documents, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents; provided that, if at any time all or any part of any payment applied by Lender to any of the Obligations is or must be rescinded or returned by Lender for any reason whatsoever (including the insolvency, bankruptcy, reorganization or assignment for the benefit of creditors of Borrower), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Lender, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by Lender had not been made.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Loan Documents have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof,

in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Loan Documents have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted and in effect from time to time in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided that, Borrower may not assign any right, obligation or interest in this Security Agreement without the prior written consent of Lender.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Documents.

*(Signature page to Trademark Security Agreement)*

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.


**ATHOME AMERICA, INC.**, a Delaware corporation

By: *Nancy A. Ross*  
Name: NANCY A. ROSS  
Title: Chief Restructuring Officer

*(Signature page to Trademark Security Agreement)*

Agreed and Accepted  
As of the Date First Written Above

**MB FINANCIAL BANK, N.A.**

By:   
Name: JERRY KALLIO  
Title: F.V.P.

CHICAGO/#2007395

**TRADEMARK**  
**REEL: 004122 FRAME: 0033**



**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>Application No./ Registration No.</b>	<b>Date</b>	<b>Jurisdiction</b>	<b>Status</b>
AT HOME AMERICA	TMA618162		Canada	Registered
AT HOME AMERICA	087937	10/29/2001	Illinois state	Registered
AT HOME AMERICA & Design	088424	02/21/2002	Illinois state	Registered
AT HOME AMERICA & Design	088425	02/21/2002	Illinois state	Registered
AT HOME AMERICA & Design	088423	02/21/2002	Illinois state	Registered
AT HOME AMERICA & Design	76/373,736	02/20/2002	U.S.A.	Pending
AT HOME AMERICA & Design	77/517,938	[abandoned]	U.S.A.	Pending
AT HOME AMERICA	77/517,951	[abandoned]	U.S.A.	Pending
AT HOME AMERICA	2,660,556	12/10/2002	U.S.A.	Registered
AT HOME AMERICA & Design	2,695,766	03/11/2003	U.S.A.	Registered
AT HOME WITH BECKY AND LISA	3,038,135	01/03/2006	U.S.A.	Registered
COME FOR THE PRODUCT ... STAY FOR THE EXPERIENCE	77/163,785	[abandoned]	U.S.A.	Pending
COUNTRY PEDDLER	1,122,149	07/17/1979	U.S.A.	Registered
FAMILY FAVORITES	2,693,318	[cancelled]	U.S.A.	Registered
HOMECOMING	2,850,916	06/08/2004	U.S.A.	Registered
HOMESTYLE SPECIALIST	2,726,869	06/17/2003	U.S.A.	Registered

MARK	Application No./ Registration No.	Date	Jurisdiction	Status
THE COUNTRY PEDDLERS AND COMPANY OF AMERICA, INC.	2,374,129	08/08/2000	U.S.A.	Registered
SCENTENNIAL			Common law	
REAL LIFE WITH STYLE			Common law	