

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brook Furniture Rental, Inc.		09/30/2011	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	111 E. Busse Ave.
<b>Internal Address:</b>	2nd Floor
<b>City:</b>	Mount Prospect
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60056
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	77729450	BROOK
Registration Number:	3816422	BROOK FURNITURE CLEARANCE CENTER
Registration Number:	3846109	WE SIMPLIFY CHANGE
Registration Number:	1672921	BROOK FURNITURE RENTAL
Registration Number:	2515719	EXTREME SERVICE - TODAY, TOMORROW, AND FOREVER

**CORRESPONDENCE DATA**

Fax Number: (312)863-7827  
 Phone: 312-201-3927  
 Email: rebecca.silva@goldbergekohn.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Rebecca Silva - Paralegal  
 Address Line 1: c/o Goldberg Kohn Ltd. 55 E. Monroe St.  
 Address Line 2: Suite 3300  
 Address Line 4: Chicago, ILLINOIS 60603

**OP \$140.00 77729450**

ATTORNEY DOCKET NUMBER:	1075.202
NAME OF SUBMITTER:	Rebecca Silva
Signature:	/rebeccasilva/
Date:	10/03/2011
<b>Total Attachments: 5</b> source=Trademark Security Agreement - Brook Furniture Rental#page1.tif source=Trademark Security Agreement - Brook Furniture Rental#page2.tif source=Trademark Security Agreement - Brook Furniture Rental#page3.tif source=Trademark Security Agreement - Brook Furniture Rental#page4.tif source=Trademark Security Agreement - Brook Furniture Rental#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of September 30, 2011 by Brook Furniture Rental, Inc. (the "Grantor") in favor of JPMorgan Chase Bank, N.A. ("Lender").

### WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, certain Affiliates of the Grantor and Lender (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to make certain loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Lender among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Lender and grants to Lender a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) 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; (e) 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 (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Lender under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Lender and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

*{signature pages follow}*

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

GRANTOR:

BROOK FURNITURE RENTAL, INC.

By: 

Name: Robert W. Crawford Jr.

Title: Chairman & CEO

**AGREED AND ACCEPTED:**

**JPMORGAN CHASE BANK, N.A.**

By: Robert Whittleson  
Name: Robert Whittleson  
Title: Vice President

**SCHEDULE A  
TRADEMARKS**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
Brook Furniture Rental, Inc.	Brook®	07/26/2011	4,002,900
Brook Furniture Rental, Inc.	Brook Furniture Clearance Center®	07/13/2010	3,816,422
Brook Furniture Rental, Inc.	We Simplify Change®	09/07/2010	3,846,109
Brook Furniture Rental, Inc.	Brook Furniture Rental®	01/21/1992	1,672,921
Brook Furniture Rental, Inc.	Extreme Service... Today Tomorrow & Forever®	12/04/2001	2,515,719

**TRADEMARK APPLICATIONS**

None.