

**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		11/07/2011	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SKM Equity Fund III, L.P.		
<b>Street Address:</b>	104 Field Point Road		
<b>Internal Address:</b>	c/o KarpReilly, LLC		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74733445	BOB'S DISCOUNT FURNITURE	
<b>Serial Number:</b>	77147738	BOB-O-PEDIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)235-9493		
<b>Email:</b>	trademarks@ropesgray.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Alyson Bagley Stewart		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	SKCE-092-010		
<b>NAME OF SUBMITTER:</b>	Alyson Bagley Stewart		
<b>Signature:</b>	/Alyson Bagley Stewart/		

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**TRADEMARK**

Date:

11/09/2011

**Total Attachments: 16**

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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 NOVEMBER 7, 2011, BY AND BETWEEN BOB'S DISCOUNT FURNITURE, LLC, BOB'S DISCOUNT FURNITURE OF MASSACHUSETTS, LLC, FURNITURE NORTH, LLC, THE SUBORDINATED GUARANTORS FROM TIME TO TIME PARTY THERETO, BANK OF AMERICA, N.A., AS AGENT, SKM EQUITY FUND III, L.P. AND THE OTHER SUBORDINATED CREDITORS FROM TIME TO TIME PARTY THERETO, 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 November 7, 2011, made by Bob's Discount Furniture, LLC, a Massachusetts limited liability company ("Bob's"), Bob's Discount Furniture of Massachusetts, LLC, a Massachusetts limited liability company ("Bob's-MA"), Furniture North, LLC, a Massachusetts limited liability company (together with Bob's and Bob's-MA, the "Borrowers"), the other Guarantors from time to time party hereto (the "Guarantors"), as pledgors, assignors and debtors (the Borrowers, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Debtors," and each, a "Debtor"), in favor of SKM Equity Fund III, L.P., a Delaware limited partnership ("SKM Fund III"), in its capacity as collateral agent pursuant to the Notes (as defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

Debtors and Collateral Agent hereby agree as follows:

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

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

(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.

"Debtor Relief Laws" means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, examinership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Notes" means the Senior Subordinated Second Lien Notes, dated the date hereof, made by the Borrowers in favor of each of the Holders.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, any Debtor arising under any Note Document or otherwise with respect to any

Note, in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Debtor or any affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“USPTO” means the United States Patent and Trademark Office.

“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 any 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 the Note Documents 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, each Debtor hereby collaterally assigns to Collateral Agent for the benefit of the Holders a security interest in all of the 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 the 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 the 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 the 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 Collateral 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 any Debtor that validly prohibits the creation by Debtor of a security interest therein; and (b) any license held by any Debtor to the extent that applicable law prohibits the creation of a security interest therein.

(b) Continuing Security Interest. Each 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 Collateral Agent on behalf of the Holders under the Security Agreement or other security documents referred to therein. The rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Notes, the Security Agreement and the other Note Documents, all terms and provisions of which are incorporated herein by reference.

### **SECTION 4. Representations and Warranties.**

Each Debtor represents and warrants to the Collateral 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 the Debtors, 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, the Debtors 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 Collateral 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 the Debtors' compliance with this Agreement or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state office. The Collateral Agent may record this Agreement, an abstract thereof, or any other document

describing the Collateral Agent's interest in the Collateral with the USPTO, at the expense of the Debtors. In addition, each Debtors authorizes the Collateral Agent to file financing statements describing the Collateral owned by it in any UCC filing office deemed appropriate by the Collateral Agent. If any Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall promptly notify the Collateral Agent in a writing signed by such Debtor of the brief details thereof and grant to the Collateral Agent, on behalf of the Holders, 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 Collateral Agent.

**SECTION 6. Authorization to Supplement.**

If any Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtors' obligations under this Section 6, each Debtor authorizes the Collateral 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

**SECTION 7. Subordination.** This Agreement is, and all rights and remedies granted to Collateral Agent and the other Holders 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 Note 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 Note Document, neither the Collateral Agent nor any other Holder 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 the Debtors, the Collateral Agent, the Holders and their respective successors and permitted assigns. No 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 Notes, together with the Schedules hereto and thereto, contain 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 Subordination Agreement. Notwithstanding the foregoing, the Collateral Agent, on behalf of the Holders, 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 Holder 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 Holder 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 Collateral Agent (at the Debtors' expense) shall promptly execute and deliver to the Debtors such documents and instruments reasonably requested by any Debtor as shall be necessary to evidence termination of all such security interests given by the Debtor to the Collateral Agent hereunder, including cancellation of this Agreement by written notice from the Collateral Agent to the USPTO.

**SECTION 13. No Inconsistent Requirements.**

Each 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 each 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.**

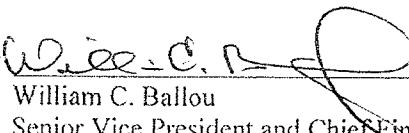
All notices, demands, requests, and other communications given under this Agreement shall be given and shall be effective as provided in Section 9 of the Subordination Agreement.

*[Signature pages follow.]*

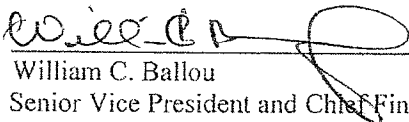


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

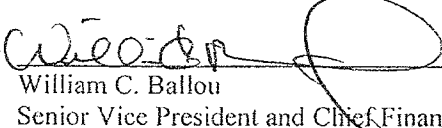
**BOB'S DISCOUNT FURNITURE, LLC**

By:   
Name: William C. Ballou  
Title: Senior Vice President and Chief Financial Officer

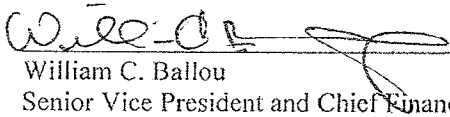
**BOB'S DISCOUNT FURNITURE OF MASSACHUSETTS, LLC**

By:   
Name: William C. Ballou  
Title: Senior Vice President and Chief Financial Officer

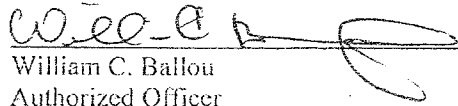
**FURNITURE NORTH, LLC**

By:   
Name: William C. Ballou  
Title: Senior Vice President and Chief Financial Officer

**BOB'S DISCOUNT FURNITURE HOLDINGS I, LLC**

By:   
Name: William C. Ballou  
Title: Senior Vice President and Chief Financial Officer

**BOB'S DISCOUNT FURNITURE HOLDINGS II, LLC**

By:   
Name: William C. Ballou  
Title: Authorized Officer

*[Signature Page to Trademark Security Agreement]*

RAKG PARTNERS, LLC

By: W.C. Ballou  
Name: William C. Ballou  
Title: Senior Vice President and Chief Financial Officer

BOB'S DISCOUNT FURNITURE OF NY, LLC

By: W.C. Ballou  
Name: William C. Ballou  
Title: Senior Vice President and Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE A**  
to the Trademark Security Agreement

[to be provided]

**SCHEDULE A**  
to the Trademark Security Agreement

**U.S. Registered Trademarks of Bob's Discount Furniture, LLC**

<b>Registration Number</b>	<b>Serial Number</b>	<b>Mark</b>
2023414	74733445	BOB'S DISCOUNT FURNITURE
3355727	77147738	BOB-O-PEDIC

**U.S. Trademark Applications of Bob's Discount Furniture, LLC**

None.

**U.S. Registered Trademarks of Bob's Discount Furniture of Massachusetts, LLC**

None.

**U.S. Trademark Applications of Bob's Discount Furniture of Massachusetts, LLC**

None.

**U.S. Registered Trademarks of Bob's Discount Furniture of NY, LLC**

None.

**U.S. Trademark Applications of Bob's Discount Furniture of NY, LLC**

None.

**U.S. Registered Trademarks of Bob's Discount Furniture Holdings I, LLC**

None.

**U.S. Trademark Applications of Bob's Discount Furniture Holdings I, LLC**

None.

**U.S. Registered Trademarks of Bob's Discount Furniture Holdings II, LLC**

None.

**U.S. Trademark Applications of Bob's Discount Furniture Holdings II, LLC**

None.



**U.S. Registered Trademarks of Furniture North, LLC**

None.

**U.S. Trademark Applications of Furniture North, LLC**

None.

**U.S. Registered Trademarks of RAKG Partners, LLC**

None.

**U.S. Trademark Applications of RAKG Partners, LLC**

None.