

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430345

<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>
Ace Bayou Corp.		06/05/2017	Corporation: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MB Financial Bank, N.A.		
<b>Street Address:</b>	6111 N. River Road		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3069961	X ROCKER	
<b>Registration Number:</b>	3081421	V ROCKER	
<b>Registration Number:</b>	3919725	ACE BAYOU CORP.	
<b>Registration Number:</b>	3763708	X FUNCTIONAL	
<b>Registration Number:</b>	4309349	DURA SCRATCH	
<b>Registration Number:</b>	4027794	VAL MED	
<b>Registration Number:</b>	4356086	COMFORT PLUS	
<b>Registration Number:</b>	3923203	X ROCKER EXTREME	
<b>Registration Number:</b>	4214630	IMPACT	
<b>Registration Number:</b>	4401208	RESERVATION SEATING	
<b>Registration Number:</b>	4507576	CARLISLE	
<b>Registration Number:</b>	4833887	LENNON	
<b>Registration Number:</b>	4842752	QUINN	
<b>Registration Number:</b>	4842753	ELLIE	
<b>Registration Number:</b>	5013625	HARLEY	
<b>Registration Number:</b>	5018574	SLEEP-N-GO	
<b>Registration Number:</b>	4909719	PAYTON	
<b>Registration Number:</b>	5088407	GOMOJI	

OP \$665.00 3069961

Property Type	Number	Word Mark
Serial Number:	87058225	ACE CASUAL FURNITURE
Registration Number:	5201628	WHAT YOU WANT. WHERE YOU WANT IT.
Serial Number:	87074328	HARRISON
Serial Number:	87178708	X
Serial Number:	87178808	INFINITI
Serial Number:	87253674	CUSH & CO.
Serial Number:	87267940	NUI&CO
Serial Number:	87287581	ACESENTIAL

**CORRESPONDENCE DATA**

**Fax Number:** 6126046818  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 612-604-6718  
**Email:** cclassen@winthrop.com  
**Correspondent Name:** Michael T. Olsen  
**Address Line 1:** 225 South Sixth Street  
**Address Line 2:** Capella Tower Suite 3500  
**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	15689.13
<b>NAME OF SUBMITTER:</b>	Wesley Anderson
<b>SIGNATURE:</b>	/WDA/
<b>DATE SIGNED:</b>	06/07/2017

**Total Attachments: 5**  
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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Ace Bayou Corp., a Louisiana corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of June 5, 2017, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.


This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

*[signature page to follow]*

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

Ace Bayou Corp.,  
a Louisiana corporation

By:   
Name: Murray Valene  
Title: President

**GRANTEE:**

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

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

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

**GRANTOR:**

Ace Bayou Corp.,  
a Louisiana corporation

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

**GRANTEE:**

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

By: Cindy Jankroziak  
Name: Cindy Jankroziak  
Title: Sr. Vice President

**Schedule A - Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
US	X ROCKER	3,069,961	3-21-2006	Ace Bayou Corp.
Brazil	X ROCKER	830732594	2-25-2014	Ace Bayou Corporation
Canada	X ROCKER	TMA837,618	12-4-2012	Ace Bayou Corp.
Mexico	X ROCKER	1169170	7-16-2010	Ace Bayou Corp.
International - Australia China, Europe	X ROCKER	1037303	4-22-2010 (Stmnt of Grant issued by each country)	Ace Bayou Corp.
South Africa	X ROCKER	2014/19087	3-8-2017	Ace Bayou Corp.
US	V ROCKER	3,081,421	4-18-2006	Ace Bayou Corp.
US	ACE BAYOU CORP.	3,919,725	2-15-2011	Ace Bayou Corp.
Brazil	ACE BAYOU CORP.	830744436	3-18-2014	Ace Bayou Corporation
Canada	ACE BAYOU CORP.	TMA839,090	12-27-2012	Ace Bayou Corp.
Mexico	ACE BAYOU CORP.	1204443	2-28-2011	Ace Bayou Corp.
International - Australia China, Europe	ACE BAYOU CORP.	1055965	10-21-2010 (Stmnt of Grant issued by each country)	Ace Bayou Corp.
US	X FUNCTIONAL	3,763,708	3-23-2010	Ace Bayou Corp.
US	DURA SCRATCH	4309349	3-26-2013	Ace Bayou Corp.
US	VAL MED	4027794	9-20-2011	Ace Bayou Corp.
US	COMFORT PLUS	4356086	6-25-2013	Ace Bayou Corp.
US	X ROCKER EXTREME	3,923,203	2-22-2011	Ace Bayou Corp.
US	IMPACT	4214630	9-25-2012	Ace Bayou Corp.
US	RESERVATION SEATING	4401208	9-10-2013	Ace Bayou Corp.
US	CARLISLE	4507576	4-1-2014	Ace Bayou Corp.
US	LENNON	4833887	10-13-2015	Ace Bayou Corp.
US	QUINN	4842752	10-27-2015	Ace Bayou Corp.
US	ELLIE	4842753	10-27-2015	Ace Bayou Corp.
US	HARLEY	5,013,625	8-2-2016	Ace Bayou Corp.
US	SLEEP-N-GO	5,018,574	8-9-2016	Ace Bayou Corp.
International - Mexico, South Korea, UK	SLEEP N' GO	1258000	6-23-2015 (Stmnt of Grant issued by each country)	Ace Bayou Corp.
US	PAYTON	4,909,719	3-1-2016	Ace Bayou Corp.
US	GOMOJI	5,088,407	11-22-2016	Ace Bayou Corp.
International - Germany, UK	GOMOJI	1306188	6-30-2016 (Stmnt of Grant issued by each country)	Ace Bayou Corp.
US	ACE CASUAL FURNITURE	87/058,225	Pending, Filed 6-22-2016	Ace Bayou Corp.

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
US	WHAT YOU WANT. WHERE YOU WANT IT.	5201628	5-9-2017	Ace Bayou Corp.
US	HARRISON	87/074,328	Pending, Filed 6-16-2016	Ace Bayou Corp.
US	X	87/178,708	Pending, Filed 9-21-2016	Ace Bayou Corp.
US	INFINITI	87/178,808	Pending, Filed 9-21-2016	Ace Bayou Corp.
US	CUSH & CO.	87/253,674	Pending, Filed 12-1-2016	Ace Bayou Corp.
US	NUI&CO	87/267,940	Pending, Filed 12-14-2016	Ace Bayou Corp.
US	ACESENTIALS	87/287,581	Pending, Filed 1-3-2017	Ace Bayou Corp.