

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank, National Association		10/13/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Garrison Loan Agency Services LLC		
<b>Street Address:</b>	1290 Avenue of the Americas, Suite 914		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5002032	L THE LIVING COMPANY	
<b>Registration Number:</b>	4531793	UNIVERSITY FURNISHINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<i>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.</i>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hkllaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	10/16/2017		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

October 13, 2017

Pursuant to that certain Trademark Security Agreement, dated as of December 17, 2015, and recorded with the United States Patent and Trademark Office at Reel/Frame number 5691/0876 (the "Security Agreement"), University Furnishings, L.P., a Texas limited partnership (the "Grantor") granted a security interest in its intellectual property (including such property listed on Exhibit A hereto) to PNC Bank, National Association ("PNC") in its capacity as agent for certain lenders (PNC in such capacity, "Assignor").

In connection with that certain Amended and Restated Revolving Credit, Term Loan, Guaranty and Security Agreement, dated on or about the date hereof, by and among The Living Company Holdings, LLC, a Delaware limited liability company ("Holdings"), Grantor (Grantor, together with any other entity joined thereto as a borrower from time to time, collectively, the "Borrowers", and each, a "Borrower"), certain subsidiaries of Holdings party thereto as Guarantors, other lenders which are now or which hereafter become a party thereto (collectively, the "Lenders" and each individually a "Lender") and Garrison Loan Agency Services LLC ("Garrison"), as agent to the Lenders (in such capacity, "Agent") (as amended, restated and/or otherwise modified from time to time, the "Loan Agreement") and pursuant to a certain letter agreement providing for payoff of certain obligations and assignment of agency, dated on or about the date hereof, Assignor has assigned to Garrison (in such capacity, "Assignee"), having an address of 1290 Avenue of the Americas, Suite 914, New York, NY 10104, all of its rights, responsibilities, duties and obligations as administrative agent and collateral agent under that certain Revolving Credit, Term Loan, Guaranty and Security Agreement, dated as of December 17, 2015, by and among Borrowers, PNC, as a revolving lender and as a term loan lender, the lenders party thereto and Garrison, as agent for the term loan B lenders (as amended, restated or otherwise modified prior to the effective date of the Loan Agreement, the "Existing Loan Agreement"). As a result of such assignment, Assignee has succeeded to all of Assignor's right, title and interest in and to the Security Agreement, the Existing Loan Agreement and any and all assets or property covered or proposed to be covered thereby.

In furtherance of the foregoing, and for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby absolutely assigns, sells, transfers and conveys to Assignee, in each case without representation, warranty or recourse of any kind, all of Assignor's right, title and interest in, to and under the Security Agreement and all intellectual property covered or proposed to be covered thereby, including, without limitation, any interest that Assignor has or could acquire in the goodwill of the business in connection with which the trademarks are used, and any and all claims and rights that Assignor has or could acquire to sue for and collect damages by reason of infringement of or similar actions against the trademarks.

**This assignment shall be governed and construed in accordance with the laws of the State of New York.**

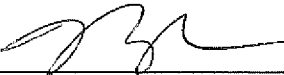
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee of the Security Agreement.

[Remainder of page intentionally left blank.]

In Witness Whereof, the undersigned has executed this Assignment on behalf of Assignor, effective as of this 13th day of October, 2017.

Assignor:

PNC BANK, NATIONAL ASSOCIATION

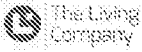
By:   
Printed: Mitchell Rubin  
Title: Assistant Vice President

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

#53775135

**TRADEMARK**  
**REEL: 006182 FRAME: 0921**

Exhibit A

<b>Trademark / Design</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>App. Number</b>	<b>Reg. Number</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Owner</b>
L The Living Company and  Design	U.S. Federal	Reg.	86795865	5002032	22-Oct-2015	19-July-2016	University Furnishings, L.P.
UNIVERSITY FURNISHINGS	U.S. Federal	Reg,	85846055	4531793	11-Feb-2013	20-May-2014	University Furnishings, L.P.

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

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