

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sam Levin, Inc.		01/16/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	One Boston Place, 19th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5102335	AC AMERICAN COUTURE EXPRESS	
Registration Number:	5102333	AC AMERICAN COUTURE BY LEVIN FURNITURE	
Registration Number:	4366292	LEVIN MATTRESS	
Registration Number:	4307101	LEVIN	
Registration Number:	4092667	LEVIN FURNITURE	
Registration Number:	4307102	LEVIN FURNITURE	
Registration Number:	4092656	LEVIN FURNITURE	
Registration Number:	4061757	MAINE CRAFTSMAN	
Registration Number:	4057882	MAINE CRAFTSMAN BY LEVIN FURNITURE	
Registration Number:	4010720	COPPER MOUNTAIN BY LEVIN FURNITURE	
Registration Number:	4010731	COPPER MOUNTAIN	
Registration Number:	4373616	GRAND LEGACY	
CORRESPONDENCE DATA			
Fax Number:	6173417729		
<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>			
Phone:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal Street		
TRADEMARK			

CH \$315.00 5102335

Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 01/17/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 16, 2018 (this “**Trademark Security Agreement**”), by **SAM LEVIN, INC.**, a Pennsylvania corporation (the “**Grantor**”), in favor of Wells Fargo Bank, National Association, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Supplement No. 2 (the “**2018 Supplement**”), dated as of the date hereof, the Grantor has joined the Security Agreement, dated as of March 1, 2017 (as supplemented by that certain Supplement No. 1, dated as of October 31, 2017, as supplemented by the 2018 Supplement, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) Trademarks of the Grantor listed on Schedule I attached hereto and (b) all goodwill connected with the use of and symbolized thereby.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

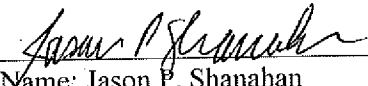
SAM LEVIN, INC.,
as Grantor

By: David Ladd
Name: David Ladd
Title: Treasurer

[AVF - Signature Page to Trademark Security Agreement - Sam Levin, Inc.]

TRADEMARK
REEL: 006251 FRAME: 0784

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
Name: Jason P. Shanahan
Title: Director

**Schedule I
Trademarks and Trademark Applications**

Registrations:

Trademark/ Service Mark	Owner	Jurisdiction	Reg. No.	Reg. Date	First Use	In Commerce
American Couture Express Trademark	Sam Levin, Inc. dba Levin Furniture	U.S.	5102335	Dec. 20, 2016	1-00-2012	1-00-2012
American Couture by Levin Furniture Trademark	Sam Levin, Inc. dba Levin Furniture	U.S.	5102333	Dec. 20, 2016	1-00-2012	1-00-2012
Levin Mattress Service Mark	Sam Levin, Inc. dba Levin Furniture	U.S.	4366292	July 16, 2013	5-18-2012	5-18-2012
Levin Service Mark	Sam Levin, Inc. dba Levin Furniture	U.S.	4307101	Mar. 26, 2013	10-0-1992	10-0-1992
Levin Furniture Trademark	Sam Levin, Inc. dba Levin Furniture	U.S.	4092667	Jan. 31, 2012	7-7-1999	7-7-1999
Levin Furniture Service Mark	Sam Levin, Inc. dba Levin Furniture	U.S.	4307102	Mar. 26, 2013	10-0-1992	10-0-1992
Levin Furniture Trademark	Sam Levin, Inc. dba Levin Furniture	U.S.	4092656	Jan. 31, 2012	0-0-1959	0-0-1959
Maine Craftsman Trademark	Sam Levin, Inc. dba Levin Furniture	U.S.	4061757	Nov. 29, 2011	5-5-2010	5-5-2010
Main Craftsman by Levin Furniture	Sam Levin, Inc. dba Levin Furniture	U.S.	4057882	Nov. 22, 2011	5-5-2010	5-5-2010

Trademark	Furniture					
Copper Mountain by Levin Furniture Trademark	Sam Levin, Inc. dba Levin Furniture	U.S.	4010720	Aug. 16, 2011	5-5-2010	5-5-2010
Copper Mountain Trademark	Sam Levin, Inc. dba Levin Furniture	U.S.	4010731	Aug. 16, 2011	5-5-2010	5-5-2010
Grand Legacy Trademark	Sam Levin, Inc. dba Levin Furniture	U.S.	4373616	July 23, 2013		