

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HHG GLOBAL DESIGNS LLC		03/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 102			
Property Type	Number	Word Mark	
Registration Number:	4862325	A RECLINER ON A MISSION	
Registration Number:	0643268	AROMA-TITE PRESSURE TESTED	
Registration Number:	4699238	COV	
Registration Number:	4926592	CUSTOMER'S OWN HARDWARE	
Registration Number:	4701657	CUSTOMER'S OWN VENEER	
Registration Number:	5074562	ELEMENTS & ORIGINS	
Registration Number:	5054259	LANE	
Registration Number:	5054796	TANNER'S CHOICE	
Registration Number:	5048289	THOMASVILLE MARKETPLACE	
Registration Number:	5053267	THOMASVILLE MARKETPLACE	
Registration Number:	4926591	VALOR	
Registration Number:	3978825	ASSEMBLEASE	
Registration Number:	2777319	ATTIC HEIRLOOMS	
Registration Number:	4240270	BROYHILL	
Registration Number:	0658809	BROYHILL	
Registration Number:	4422791	BROYHILL	
Registration Number:	1319405	BROYHILL	
Registration Number:	1446458	BROYHILL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2509955	BROYHILL LEATHER
Registration Number:	1761401	
Registration Number:	4422790	
Registration Number:	1456548	THE GOOD NIGHT SLEEPER BY BROYHILL
Registration Number:	0962559	DREXEL
Registration Number:	1022715	DREXEL
Registration Number:	4258620	DREXEL HERITAGE
Registration Number:	4419993	M2M
Registration Number:	4442158	PEARSON
Registration Number:	1011240	PEARSON
Registration Number:	3955484	SALEM RODS
Registration Number:	0917662	CIRCA
Registration Number:	0908590	FOLIO
Registration Number:	3806725	HENREDON
Registration Number:	2893518	HENREDON
Registration Number:	1788188	CHAIRSIDER
Registration Number:	2360633	COMFORT LINK
Registration Number:	2111207	COMFORT SHOWCASE
Registration Number:	2254055	COMFORTKING
Registration Number:	2961504	COMFORTMAX
Registration Number:	4657779	EZ LANE
Registration Number:	0985949	HICKORY CHAIR
Registration Number:	4515742	IREST
Registration Number:	4515741	IREST
Registration Number:	3472858	I-REST
Registration Number:	0682876	LANE
Registration Number:	0983330	LANE
Registration Number:	4247540	LANE
Registration Number:	3125438	LANE VENTURE
Registration Number:	2262041	SNUGGLER
Registration Number:	1172308	"THE MOST COMFORTABLE SEAT IN THE HOUSE.
Registration Number:	1071857	WALL SAVER
Registration Number:	1629206	WEATHERMASTER
Registration Number:	1239470	LA BARGE
Registration Number:	1239471	LA BARGE
Registration Number:	2336532	MAITLAND-SMITH
Registration Number:	2249914	MAITLAND-SMITH
Registration Number:	0783203	HISTORICAL JAMES RIVER PLANTATIONS

Property Type	Number	Word Mark
Registration Number:	3596071	HC
Registration Number:	4998589	MARKETPLACE BY THOMASVILLE
Registration Number:	4466841	VIA THOMASVILLE
Registration Number:	2644391	CHANGEABLES
Registration Number:	3670166	COH
Registration Number:	2449564	COLOR CAFE
Registration Number:	3645130	CUSTOMER'S OWN HARDWARE
Registration Number:	2782526	RENOVATIONS
Registration Number:	4092244	SPECIAL ADDITIONS
Registration Number:	3898025	STYLE@WORK BY THOMASVILLE
Registration Number:	1151730	THOMASVILLE
Registration Number:	4071212	THOMASVILLE
Registration Number:	4165204	THOMASVILLE
Registration Number:	4165205	THOMASVILLE
Registration Number:	4025821	THOMASVILLE
Registration Number:	3141738	THOMASVILLE
Registration Number:	4679753	THOMASVILLE
Registration Number:	4018367	THOMASVILLE
Registration Number:	4018366	THOMASVILLE
Registration Number:	3141739	THOMASVILLE
Registration Number:	3428844	THOMASVILLE
Registration Number:	2555117	THOMASVILLE CABINETRY
Registration Number:	3437841	THOMASVILLE FLOORING
Registration Number:	3141740	THOMASVILLE LIGHTING
Registration Number:	4429143	VIA THOMASVILLE
Registration Number:	2273834	WORKSTYLES
Registration Number:	3932010	RENOVATIONS
Registration Number:	3157546	THOMASVILLE
Registration Number:	3157547	THOMASVILLE CABINETRY
Registration Number:	1382355	THE BROYHILL DIFFERENCE
Registration Number:	1415228	DREXEL
Registration Number:	1005825	HERITAGE
Serial Number:	86661298	AMERICAN NOUVEAU
Serial Number:	86740630	CLOUD 44
Serial Number:	87180386	MS
Serial Number:	87147866	LANE RED STEEL
Serial Number:	87338768	RED STEEL SPRING
Serial Number:	87343349	STUDIO EIGHTEEN

Property Type	Number	Word Mark
Serial Number:	87343364	STUDIO NINETEEN
Serial Number:	87342573	STUDIO SEVENTEEN
Serial Number:	87343373	STUDIO TWENTY
Serial Number:	87343378	STUDIO TWENTY-ONE
Serial Number:	87234418	STYLE@WORK
Serial Number:	87234439	STYLE@WORK
Serial Number:	87186411	THOMASVILLE LEATHERWORKS
Serial Number:	87157240	THOMASVILLE PILLOW PLUSH

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 215-569-5619
Email: PECSENYE@BLANKROME.COM
Correspondent Name: TIMOTHY D. PECSENYE
Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-13082
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/16/2017

Total Attachments: 10
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FIRST PRIORITY TRADEMARK SECURITY AGREEMENT

THIS FIRST PRIORITY TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2017, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of PNC Bank, National Association, as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the ABL Credit Agreement, dated as of March 13, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among HH GLOBAL II B.V., a Dutch private limited liability company, HH GROUP HOLDING US, INC., a Delaware corporation, HERITAGE HOME GROUP LLC (the "Borrower"), the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a ABL Guaranty and Security Agreement dated March 13, 2017 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a first priority Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is or will be granted with respect to any Trademark that is the subject of a pending intent-to-use application unless and until a Statement of Use has been filed with and accepted by the United States Patent and Trademark Office with respect to such application.

This Lien and security interest are first in priority to a lien and security interest granted by, *inter alia*, HHG Global Designs LLC in favor of KPS Special Situations Fund III (A), LP.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

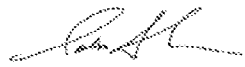
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this First Priority Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HHG GLOBAL DESIGNS LLC, as a Grantor

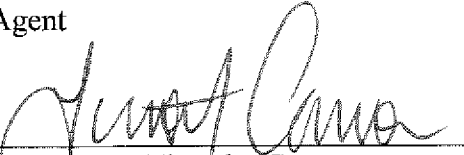
By:  _____

Name: Robert Allen

Title: Senior Vice President - Finance

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Timothy Canon
Title: Vice President

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Mark	Application #	Registration #
	File Date	Registration Date
A RECLINER ON A MISSION	86/542,818	4,862,325
	2/23/2015	12/1/2015
AMERICAN NOUVEAU	86/661,298	N/A
	6/12/2015	
AROMA-TITE PRESSURE TESTED	72/014,815	643,268
	8/29/1956	3/26/1957
CLOUD 44	86/740,630	N/A
	8/28/2015	
COV (stylized)	86/339,108	4,699,238
	7/16/2014	3/10/2015
CUSTOMER'S OWN HARDWARE	86/721,340	4,926,592
	8/11/2015	3/29/2016
CUSTOMER'S OWN VENEER	86/339,099	4,701,657
	7/16/2014	3/10/2015
elements & origins	86/720,065	5,074,562
	8/10/2015	11/1/2016
Interlocking MS logo	87/180,386	N/A
	9/22/2016	
LANE	86/920,124	5,054,259
	2/25/2016	10/4/2016
LANE RED STEEL	87/147,866	N/A
	8/23/2016	
RED STEEL SPRING	87/338,768	N/A
	2/16/2017	
STUDIO EIGHTEEN	87/343,349	N/A
	2/21/2017	
STUDIO NINETEEN	87/343,364	N/A
	2/21/2017	
STUDIO SEVENTEEN	87/342,573	N/A
	2/20/2017	

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Mark	Application #	Registration #
	File Date	Registration Date
STUDIO TWENTY	87/343,373	N/A
	2/21/2017	
STUDIO TWENTY-ONE	87/343,378	N/A
	2/21/2017	
STYLE@WORK	87/234,418	N/A
	11/11/2016	
STYLE@WORK	87/234,439	N/A
	11/11/2016	
TANNER'S CHOICE	87/036,729	5,054,796
	5/13/2016	10/4/2016
THOMASVILLE LEATHERWORKS	87/186,411	N/A
	9/28/2016	
THOMASVILLE MARKETPLACE	86/832,253	5,048,289
	11/25/2015	9/27/2016
THOMASVILLE MARKETPLACE	86/871,367	5,053,267
	1/11/2016	10/4/2016
THOMASVILLE PILLOW PLUSH	87/157,240	N/A
	8/31/2016	
VALOR	86/721,316	4,926,591
	8/11/2015	3/29/2016
ASSEMBLEASE	77/834,125	3,978,825
	9/24/2009	6/14/2011
ATTIC HEIRLOOMS	76/339,717	2,777,319
	11/19/2001	10/28/2003
BROYHILL	85/399,858	4,240,270
	8/17/2011	11/13/2012
BROYHILL	72/034,911	658,809
	8/5/1957	2/25/1958
BROYHILL	85/670,243	4,422,791
	7/6/2012	10/22/2013
BROYHILL	73/465,530	1,319,405
	2/13/1984	2/12/1985
BROYHILL	73/630,088	1,446,458
	11/28/1986	7/7/1987
BROYHILL LEATHER	76/188,785	2,509,955
	1/2/2001	11/20/2001

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Mark	Application #	Registration #
	File Date	Registration Date
PINWHEEL	74/290,844	1,761,401
	7/6/1992	3/30/1993
PINWHEEL DESIGN	85/670,238	4,422,790
	7/6/2012	10/22/2013
THE GOOD NIGHT SLEEPER BY BROYHILL	73/646,308	1,456,548
	2/24/1987	9/8/1987
DREXEL	72/386,135	962,559
	3/12/1971	7/3/1973
DREXEL	73/012,845	1,022,715
	2/7/1974	10/14/1975
DREXEL HERITAGE	85/396,821	4,258,620
	8/12/2011	12/11/2012
M2M	85/206,696	4,419,993
	12/28/2010	10/15/2013
PEARSON	85/526,337	4,442,158
	1/26/2012	12/3/2013
PEARSON	73/025,193	1,011,240
	6/24/1974	5/20/1975
SALEM RODS	77/854,600	3,955,484
	10/22/2009	5/3/2011
CIRCA	72/350,264	917,662
	2/2/1970	8/3/1971
FOLIO	72/350,262	908,590
	2/2/1970	2/23/1971
HENREDON	77/861,573	3,806,725
	10/30/2009	6/22/2010
HENREDON	78/312,322	2,893,518
	10/10/2003	10/12/2004
CHAIRSIDER	74/335,805	1,788,188
	12/1/1992	8/17/1993
COMFORT LINK	75/417,318	2,360,633
	1/8/1998	6/20/2000
COMFORT SHOWCASE	75/026,822	2,111,207
	11/17/1995	11/4/1997
COMFORTKING	75/227,610	2,254,055
	1/17/1997	6/15/1999

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Mark	Application #	Registration #
	File Date	Registration Date
COMFORTMAX	78/348,826	2,961,504
	1/7/2004	6/7/2005
EZ LANE	86/218,758	4,657,779
	3/12/2014	12/16/2014
HICKORY CHAIR	72/436,904	985,949
	9/28/1972	6/11/1974
IREST	85/801,127	4,515,742
	12/12/2012	4/15/2014
IREST	85/801,122	4,515,741
	12/12/2012	4/15/2014
I-REST	77/020,096	3,472,858
	10/12/2006	7/22/2008
LANE	72/068,578	682,876
	2/27/1959	8/4/1959
LANE	72/437,770	983,330
	10/10/1972	5/7/1974
LANE	85/977,589	4,247,540
	8/12/2011	11/20/2012
LANE VENTURE	76/627,346	3,125,438
	1/7/2005	8/8/2006
SNUGLER	75/335,992	2,262,041
	8/5/1997	7/20/1999
THE MOST COMFORTABLE SEAT IN THE HOUSE	73/266,860	1,172,308
	6/18/1980	10/6/1981
WALL SAVER	73/084,670	1,071,857
	4/21/1976	8/23/1977
WEATHERMASTER	74/042,402	1,629,206
	3/26/1990	12/25/1990
LA BARGE	73/334,217	1,239,470
	10/26/1981	5/24/1983
LA BARGE	73/334,218	1,239,471
	10/26/1981	5/24/1983
MAITLAND-SMITH	75/353,552	2,336,532
	9/8/1997	3/28/2000
MAITLAND-SMITH	75/063,855	2,249,914
	2/26/1996	6/1/1999

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Mark	Application #	Registration #
	File Date	Registration Date
HISTORICAL JAMES RIVER PLANTATIONS	72/187,282	783,203
	2/24/1964	1/12/1965
HC (and design)	77/352,873	3,596,071
	12/14/2007	3/24/2009
MARKETPLACE BY THOMASVILLE	86/038,000	4,998,589
	8/14/2013	7/12/2016
VIA THOMASVILLE	85/389,687	4,466,841
	8/4/2011	1/14/2014
CHANGEABLES	76/295,839	2,644,391
	8/6/2001	10/29/2002
COH	77/352,870	3,670,166
	12/14/2007	8/18/2009
COLOR CAFÉ	75/484,928	2,449,564
	5/14/1998	5/8/2001
CUSTOMER'S OWN HARDWARE	77/352,877	3,645,130
	12/14/2007	6/23/2009
RENOVATIONS	76/269,103	2,782,526
	6/8/2001	11/11/2003
SPECIAL ADDITIONS	85/226,342	4,092,244
	1/26/2011	1/24/2012
STYLE@WORK BY THOMASVILLE	77/871,950	3,898,025
	11/13/2009	12/28/2010
THOMASVILLE	73/216,776	1,151,730
	5/23/1979	4/21/1981
THOMASVILLE	77/942,169	4,071,212
	2/23/2010	12/13/2011
THOMASVILLE	85/129,949	4,165,204
	9/15/2010	6/26/2012
THOMASVILLE	85/129,968	4,165,205
	9/15/2010	6/26/2012
THOMASVILLE	85/241,661	4,025,821
	2/14/2011	9/13/2011
THOMASVILLE	78/718,083	3,141,738
	9/22/2005	9/12/2006
THOMASVILLE	86/104,431	4,679,753
	10/29/2013	1/27/2015

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Mark	Application #	Registration #
	File Date	Registration Date
THOMASVILLE	85/129,991	4,018,367
	9/15/2010	8/30/2011
THOMASVILLE	85/129,983	4,018,366
	9/15/2010	8/30/2011
THOMASVILLE	78/718,085	3,141,739
	9/22/2005	9/12/2006
THOMASVILLE	78/980,061	3,428,844
	9/22/2005	5/13/2008
THOMASVILLE CABINetry	76/071,441	2,555,117
	6/16/2000	4/2/2002
THOMASVILLE FLOORING	78/718,079	3,437,841
	9/22/2005	5/27/2008
THOMASVILLE LIGHTING	78/718,087	3,141,740
	9/22/2005	9/12/2006
VIA THOMASVILLE	85/204,679	4,429,143
	12/23/2010	11/5/2013
WORKSTYLES	75/437,181	2,273,834
	2/19/1998	8/31/1999
RENOVATIONS	77/839,454	3,932,010
	10/1/2009	3/15/2011
THOMASVILLE	78/718,080	3,157,546
	9/22/2005	10/17/2006
THOMASVILLE CABINetry	78/718,081	3,157,547
	9/22/2005	10/17/2006
THE BROYHILL DIFFERENCE	73/550,836	1,382,355
	7/29/1985	2/11/1986
DREXEL	73/504,637	1,415,228
	10/19/1984	10/28/1986
HERITAGE	73/012,854	1,005,825
	2/7/1974	3/4/1975

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