

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Belwith Products, LLC	FORMERLY Hickory Hardware, Inc.	12/18/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	640 Pasquenelli Drive
City:	Westmont
State/Country:	ILLINOIS
Postal Code:	60559
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78848249	H
Serial Number:	78848225	HICKORY HARDWARE
Registration Number:	2713255	PERIOD BRASS
Registration Number:	2559308	BRAVURA
Registration Number:	1989462	BELWITH-KEELER
Registration Number:	1986514	BELWITH-KEELER BK
Registration Number:	2246281	FIRST WATCH
Registration Number:	1905304	BELWITH
Registration Number:	1940476	B
Registration Number:	1988912	BELWITH
Registration Number:	2079541	CENTENNIAL COATING 100 LIFETIME GUARANTEE
Registration Number:	0878502	SWING LOCK
Registration Number:	1707758	KEELER BRASS COMPANY
Registration Number:	1047509	KBC

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (312)984-7700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: chicago_ip_docket@mwe.com

Correspondent Name: McDermott Will & Emery LLP

Address Line 1: 227 W. Monroe

Address Line 2: Suite 4400

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Tiffini D.S. Hines
Signature:	/Tiffini D.S. Hines/
Date:	01/05/2009

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Security Agreement**”), made as of this 18th day of December, 2008, by and between BELWITH PRODUCTS, LLC, a Delaware limited liability company, having its principal place of business at 3100 Broadway SW, Grandville, Michigan 49418 (the “**Borrower**”), and FIFTH THIRD BANK, a Michigan banking corporation, with its office at 640 Pasquenelli Drive, Westmont, Illinois 60559-5568 (the “**Lender**”).

W I T N E S S E T H

WHEREAS, Lender and Borrower, are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the “**Loan Agreement**”) and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended, restated, modified or supplemented and in effect from time to time, the “**Financing Agreements**”), which Financing Agreements provide: (i) for Lender to, from time to time, extend credit to or for the account of Borrower; and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower’s assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower’s entire right, title and interest in and to all of its now-owned or existing and hereafter-acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith in the United States Patent and Trademark Office (“**USPTO**”) or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and any applicable renewals thereof, and all income, royalties, proceeds, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements

of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower’s business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower’s Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks and federal applications for registration of Trademarks (other than “intent to use” applications, until a verified statement of use is filed with respect to such applications) now owned by Borrower before the USPTO and around the world. If, before Borrower’s Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall: (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender; or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower’s Obligations and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall

be without any liability whatsoever, including without limitation any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially-reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product-quality controls as Lender, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance and enforcement of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty: (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated; (ii) to preserve and maintain all rights in the Trademarks; and (iii) to ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with Borrower's obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. Upon the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to: (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks; (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender; (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns. The Borrower may not sell, assign or transfer this Security Agreement or any portion hereof.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

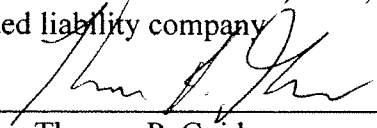
19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

BELWITH PRODUCTS, LLC, a Delaware
limited liability company

By: 
Name: Thomas P. Guido
Title: Manager

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK,
a Michigan banking corporation

By: _____
Name: Charles G. Smith
Title: Vice President

IN WITNESS WHEREOF, Borrower has duly executed this Trademark Security Agreement as of the date first written above.

BELWITH PRODUCTS, LLC, a Delaware limited liability company

By: _____
Name: Thomas P. Guido
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Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK,
a Michigan banking corporation

By: _____
Name: Charles G. Smith
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATION AND APPLICATIONS

See attached.

TRADEMARKS

MARK	COUNTRY	PRODUCT	REGISTRATION NO.	ORIGINAL REG. DATE
Design	USA	Goods/Services: Casters; Furniture	78-848,249	28-Mar-06
Hickory Hardware	USA	Goods/Services: Casters; Furniture	78-848,224	28-Mar-06
Hickory Hardware	CA	Goods/Services: Casters; Furniture	1,298,944	(11/1/2006)
Hickory Hardware Logo	CA	Goods/Services: Casters; Furniture	1,298,943	(11/1/2006)
Hickory Hardware	CN	Goods/Services: Casters; Furniture	5,374,404	25-May-06
Hickory Hardware Logo	CN	Goods/Services: Casters; Furniture		
Hickory Hardware	MX	Goods/Services: Casters; Furniture	957,094	11-Oct-06
Hickory Hardware Logo	MX	Goods/Services: Casters; Furniture	952,341	14-Sep-06
Period Brass	USA	Goods/Services: Metal Cabinet, Door And Bathroom Hardware	2,713,255	May 6, 2003
Period Brass	CA	Goods/Services: Metal Cabinet, Door And Bathroom Hardware	TMA653,225	November 22, 2005
Bravura	USA	Goods/Services: Decorative Hooks	2,559,308	April 9, 2002
Bravura	CA	Goods/Services: Hooks of Plastic and Metal	TMA530,616	July 28, 2000
Belwith-Keeler	USA	Goods/Services: Furniture	1,989,462	July 30, 1996

Belwith-Keeler	CA	Goods/Services: Furniture, Door and Cabinet Hardware	TMA444,146	June 16, 1995
Belwith-Keeler BK	USA	Goods/Services: Furniture	1,986,514	July 16, 1996
First Watch	USA	Goods/Services: Safety Hardware	2,246,281	May 18, 1999
Belwith	USA	Goods/Services: Furniture, Safety Hardware	1,905,304	July 18, 1995
Belwith	CA	Goods/Services: Cabinet, Home Security Hardware	TMA372,748	August 31, 1990
Belwith	HK	Goods/Services: Cabinet, Home Security Hardware	19,883,225	July 22, 1994
Belwith	VE	Goods/Services: Cabinet, Home Security Hardware	P-213,433	August 2, 2009
B Stylized Letters	USA	Goods/Services: Furniture, Safety Hardware	1,940,476	December 12, 1995
B and Design	CN	Goods/Services: Furniture, Safety Hardware	1,251,377	February 27, 1999
Belwith Stylized Letters	USA	Goods/Services: Furniture	1,988,912	July 23, 1996
Centennial Coating 100 Lifetime Guarantee	USA	Goods/Services: Furniture	2,079,541	July 15, 1997
Centennial Coating 100 Lifetime Guarantee	CA	Goods/Services: Furniture, Door and Cabinet Hardware	TMA499,601	August 28, 1998

Swing Lock	USA	Goods/Services: Door Safety Locks	878,502	October 14, 1969
B	CA	Goods/Services: Furniture Hardware	TMA453,838	February 9, 1996
First Watch	CA	Goods/Services: Safety Hardware	TMA516,629	September 21, 1999
First Watch	USA	Goods/Services: Safety Hardware	2,246,281	May 18, 1999
Belwith Keeler and Design	CA	Goods/Services: (1) Cabinet Hardware	TMA429,383	June 24, 1994
BK and Design	CA	Goods/Services: (1) Cabinet Hardware	TMA429,382	June 24, 1994
B Belwith and Design	CA	Goods/Services: Home Security Hardware	TMA388,090	August 23, 1991
Keeler Brass Company	USA	Goods/Services: Home Security Hardware	1,707,758	18-Aug-92
KBC	USA	Goods/Services: Home Security Hardware	1,047,509	7-Sep-76

TRADEMARK

REEL: 003913 FRAME: 0254

RECORDED: 01/05/2009