

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
Robinson Home Products, Inc.		08/31/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	25 South Charles Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21201
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1892955	ROBINSON
Registration Number:	1576052	ULTRATEMP
Registration Number:	2452219	COLOUR GRIP
Registration Number:	1197932	CHIP-CLIP
Registration Number:	2361975	CLICK-N-SEAL
Registration Number:	1703314	CLIP-IT
Registration Number:	1684191	KITCHEN CLIP
Registration Number:	2316000	KITCHEN CLIP
Registration Number:	2307505	KITCHEN CLIP JR.
Registration Number:	1679082	KITCHEN CLIP JR.
Registration Number:	2772743	SUPER CLIP
Registration Number:	3099337	SAUCE SAVER
Registration Number:	3240489	FUN CLIP
Registration Number:	3272838	ROBINSON

CH \$540.00 1892955

Registration Number:	3443985	COLOUR GRIP
Registration Number:	3655188	SINK THINGS
Registration Number:	1480492	AMERICA COOKS
Serial Number:	77530167	BAKING'S BEST
Serial Number:	77361166	GREEN STREET
Serial Number:	77481376	ENVOLVE
Serial Number:	77481488	ENVOLUTION

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	195237
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/23/2009

Total Attachments: 18
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TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK, PATENT AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") made as of this 31st of August, 2009 by ROBINSON HOME PRODUCTS INC., a New York corporation ("Borrower"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as administrative agent (in such capacity, "Agent") for the financial institutions now or hereafter party to the Loan Agreement (collectively, the "Lenders").

WITNESSETH

WHEREAS, Borrower, Think Solutions, Inc., a Delaware corporation ("Solutions"), 500 Bailey, LLC, a New York limited liability company ("Bailey", together with Borrower, Solutions and any other person jointed as a borrower or guarantor to the Loan Agreement from time to time, the "Loan Parties" and each a "Loan Party"), Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), on the terms and subject to the conditions of which Agent and Lenders have agreed to make available to Borrower a revolving credit facility under which loans and advances may be made from time to time;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of its assets, including without limitation all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks, patents and copyrights and applications and registrations therefor, together with the goodwill of the business symbolized by Borrower's trademarks, patents and copyrights and applications and registrations therefor, and all products and proceeds thereof, to secure the payment of all the Obligations, as defined in the Loan Agreement and the Other Documents;

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 Loan Agreement. The Loan Agreement 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 payment and performance of the Obligations, Borrower hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Borrower's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) all (a) copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications, (b) all renewals of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing,

licenses of the foregoing, or with respect to any of the foregoing, (collectively, "Copyrights"), each as listed on Schedule A annexed hereto;

(ii) each trademark, trademark application, patent and patent application listed on Schedule A annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the foregoing, including without limitation, any claim by Borrower against third parties for past, present or future (a) infringement or dilution of any Copyright, Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Copyrights, Trademarks or Patents without prior written consent of Agent.

4. Remedies. Upon the occurrence of an Event of Default under the Loan Agreement, Borrower hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code for the benefit of Lenders, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon or otherwise exercise rights and remedies in respect of the Copyrights, Trademarks and Patents covered hereby.

5. Power of Attorney. Borrower hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Copyrights, Trademarks or Patents or to grant or issue any exclusive or non-exclusive license under the Copyrights, Trademarks or Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Copyrights, Trademarks or Patents to anyone else including, without limitation, the power to execute a copyright, trademark or patent assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated

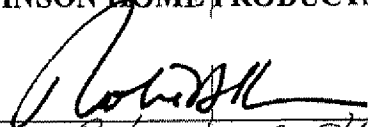
6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. All rights and remedies herein granted to

Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Copyrights, Trademarks or Patents (in each case as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Copyrights, Trademarks or Patents) with or without judicial process upon the occurrence of an Event of Default. Nothing contained in this Agreement shall be construed to impose any duties or obligations on Agent or any Lender.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

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

ROBINSON HOME PRODUCTS INC.

By: 
Name: Robert B. Skerker
Title: CEO

Agreed and Accepted,

**MANUFACTURERS AND TRADERS
TRUST COMPANY,**
as Agent

By: _____
Name: Gerald O'Loughlin
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT SECURITY
AGREEMENT]

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**TRADEMARK
REEL: 004101 FRAME: 0492**


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

ROBINSON HOME PRODUCTS INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted,

**MANUFACTURERS AND TRADERS
TRUST COMPANY,**
as Agent

By: 
Name: Gerald O'Loughlin
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT SECURITY
AGREEMENT]

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**TRADEMARK
REEL: 004101 FRAME: 0493**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 7 of April, 2009, before me personally appeared Robt A. Skiba, to me known and being duly sworn, deposes and says that he/she is authorized to sign on behalf of Robinson Home Products Inc.; that he/she signed the within Agreement pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the same to be recorded as such.

Laurie A. Licht

Notary Public
My Commission Expires:

LAURIE A. LICHT
Notary Public, State of New York
No. 01LI6095701
Qualified in Erie County
Commission Expires July 14, 2011

[NOTARY ACKNOWLEDGEMENT – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004101 FRAME: 0494

SCHEDULE A

PATENT REGISTRATIONS

<u>Docket No.</u>	<u>Title</u>	<u>Serial # / Filing Date</u>	<u>Reg. # / Reg. Date</u>
630-004A	KITCHEN TOOL	07/437,696 1/2/1990	
630-D-150	Design for: COMBINED KNIFE HOLDER AND CUTTING BOARD	5,014,434 5/14/1991	
630-D-168	Design for: MEASURING SPOON	29/056,185 6/25/96	
630-D-169	Design for: MEASURING SPOON	Des. 382,775 8/26/1997	
630-D-230	HANGER FOR GRADUATED MEASURING DEVICES	29/083,834 2/9/98	
		Des. 404,662 1/26/1999	
		29/083,437 2/9/98	
		Des. 404,663 1/26/1999	
		09/434,999 11/5/99	
		6,296,210 10/2/2001	

<u>Docket No.</u>	<u>Title</u>	<u>Serial # / Filing Date</u> <u>Reg. # / Reg. Date</u>
630-D-270	Design for: GRATER	29/160,044 5/1/2002 Des. 473,110 4/15/2003
630-D-312	Design for: EGG SLICER	29/289,714 7/30/2007 D573,418 7/22/08

TRADEMARK REGISTRATIONS

<u>Docket No.</u>	<u>Title</u>	<u>Serial # / Filing Date</u> <u>Reg. # / Reg. Date</u>
630-TM-097	ROBINSON	74/493,101 2/22/94 1,892,955 5/9/1995
630-TM-140	ULTRATEMP	73/774,895 1/17/89 1,576,052 1/9/2000

<u>Docket No.</u>	<u>Title</u>	<u>Serial # / Filing Date</u> <u>Reg. # / Reg. Date</u>
630-TM-163	COLOUR GRIP	75/282,922 4/28/97 2,452,219 5/15/2001
630-TM-255	CHIP-CLIP	73/270,198 July 14, 1980 1,197,932 6/15/1982
630-TM-255 Canada	CHIP-CLIP	397,541 4/24/1992
630-TM-256	CLICK-N-SEAL	75/708,301 5/17/1999 2,361,975 6/27/2000
630-TM-257	CLIP-IT	74/11,222 10/29/1990 1,703,314 7/28/1992

<u>Docket No.</u>	<u>Title</u>	<u>Serial # / Filing Date</u> <u>Reg. # / Reg. Date</u>
630-TM-261	KITCHEN CLIP	74/110,509 10/29/1990 1,684,191 4/21/1992
630-TM-262	KITCHEN CLIP	75/572,520 10/19/1998 2,316,000 2/8/2000
630-TM-263	KITCHEN CLIP JR.	75/597,897 12/2/1998 2,307,505 1/11/2000
630-TM-264	KITCHEN CLIP JR.	74/110,085 10/29/1990 1,679,082 3/10/1992
630-TM-275	SUPER CLIP	76/393,572 4/10/2002 2,772,743 10/7/2003

<u>Docket No.</u>	<u>Title</u>	<u>Serial # / Filing Date</u> <u>Reg. # / Reg. Date</u>
630-TM-299	SAUCE SAVER	78/528,060 12/7/2004 3,099,337 5/30/06
630-TM-301	FUN CLIP	78/550,286 1/19/2005 3,240,489 5/8/2007
630-TM-302	ROBINSON (LOGO)	78/558,132 2/1/2005 3,272,838 5/2/2006
630-TM-313	COLOUR GRIP	77/176,583 5/9/2007 3,443,985 6/10/2008
630-TM-318	BAKING'S BEST	77/530,167 7/24/08

<u>Docket No.</u>	<u>Title</u>	<u>Serial # / Filing Date</u> <u>Reg. # / Reg. Date</u>
630-TM-320	GREEN STREET	77/361,166 12/28/2007
630-TM-342	ENVOLVE	77/481,376 5/22/2008
630-TM-344	ENVOLUTION	77/481,488 5/22/2008
630-TM-354	SINK THINGS	77/109,998 2/16/2007 3,655,188 7/14/09
630-TM-355	AMERICA COOKS	73/658,056 4/30/1987 1,480,492 3/15/1988

COPYRIGHTS

<u>Docket No.</u>	<u>Title</u>	<u>Reg. No.</u> <u>Reg. Date</u>
630-C-117	SLICER/CORNER BOX	VA 719-887 3/17/1995
630-C-176	TERRA COTTA CROCK (MAIN SHOT)	VAu 414-113 05/13/1998
630-C-177	PITCHER O' TOOLS-BLUE (MAIN SHOT)	VAu 414-114 05/13/1998
630 C-178	PITCHER O' TOOLS-BLUE (PIECE COUNT)	VAu 414-115 05/13/1998
630-C-179	KITCHEN CARROUSEL- WHITE (MAIN SHOT)	VAu 414-116 05/13/1998
630-C-180	KITCHEN CARROUSEL- WHITE (PIECE SHOT)	VAu 414-118 05/13/1998
630-C-181	12 PC. MIX N' MEASURE (PIECE COUNT SHOT)	VAu 414-117 05/13/1998
630-C-182	12 PC. MIX N' MEASURE	VAu 414-119

630-C-183	(MAIN SHOT) CROCK O' TOOLS-WHITE (PIECE COUNT)	05/13/1998 VAu 414-120 05/13/1998
630-C-184	CROCK O' TOOLS-WHITE (MAIN SHOT)	VAu 414-121 05/13/1998
630-C-185	SODA SHOOT (MAIN SHOT)	VAu 414-122 05/13/1998
630-C-186	KITCHEN KADDY-WHITE (MAIN SHOT)	VAu 414-124 05/13/1998
630-C-187	KITCHEN KADDY-WHITE (PIECE COUNT)	VAu 414-123 5/13/1998
630-C-188	KITCHEN KADDY-WHITE (WALL INSET)	VAu 414-126 05/13/1998
630-C-189	KITCHEN KADDY-WHITE (SHELF INSET)	VAu 414-125 05/13/1998
630-C-190	KITCHEN KADDY-GREEN (MAIN SHOT)	VAu 414-128 05/13/1998
630-C-191	KITCHEN KADDY-GREEN (PIECE COUNT SHOT)	VAu 414-127 05/13/1998
630-C-192	KITCHEN KADDY-GREEN (SHELF INSET)	VAu 414-129 05/13/1998

630-C-193	KITCHEN KADDY-GREEN (WALL SHOT)	Vau 414-131 05/13/1998
630-C-194	MULTI GRATER (MAIN SHOT)	Vau 414-130 05/13/1998
630-C-195	MULTI GRATER/MORE THAN A GRATER (SLICING, SHREDDING, GRATING)	Vau 414-132 05/13/1998
630-C-196	MORE THATA GRATER (ORANGE ZESTING)	Vau 414-138 05/13/1998
630-C-197	MORE THAN A GRATER (CUCUMBER SLICES)	Vau 414-134 05/13/1998
630-C-198	MORE THAN A GRATER (LARGE GRATER/CARROTS)	Vau 414-133 05/13/1998
630-C-199	MORE THAN A GRATER (SMALL GRATER/CHEESE)	Vau 414-136 05/13/1998
630-C-200	MORET THAN A GRATER (MAIN SHOT)	Vau 414-135 05/13/1998
630-C-201	MORE THAN A GRATER (HANDS)	Vau 414-137 05/13/1998

630-C-202

MORE THAN A GRATER
(COMPACT SHOT)

VAn 414-112
05/13/1998

EXHIBIT 1

[TRADEMARK / PATENT / COPYRIGHT] ASSIGNMENT

WHEREAS, Robinson Home Products Inc. ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names, [patents and patent applications / copyrights, copyright registrations and copyright applications] listed on Schedule A attached hereto and made a part hereof ("Trademarks" / "Patents" / "Copyrights"), which are registered in the [United States Patent and Trademark Office / United States Copyright Office]; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said [Trademarks / Patents / Copyrights];

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Trademark, Patent and Copyright Security Agreement of even date herewith between Grantor and Grantee, all of its present and future right, title and interest in and to the [Trademarks / Patents / Copyrights] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this [Trademark / Patent / Copyright] Assignment to be executed as of the ___ day of _____.

ROBINSON HOME PRODUCTS INC.

By: _____
Attorney-in-fact

Witness: