

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
Hardware Resources, Inc.		11/16/2010	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3373150	JA
Registration Number:	3373151	JA
Registration Number:	3385613	HR HARDWARE RESOURCES
Registration Number:	3449585	HR HARDWARE RESOURCES
Registration Number:	3453874	HR HARDWARE RESOURCES
Registration Number:	3453875	HR HARDWARE RESOURCES
Registration Number:	3591303	VITUS
Registration Number:	3591304	VITUS
Registration Number:	3603645	E
Registration Number:	3794965	E ELEMENTS
Registration Number:	3838313	E ELEMENTS
Registration Number:	3718315	VIKING
Serial Number:	77980365	LOCKSOLID
Serial Number:	77776270	DU BOIS

OP \$465.00 3373150

Serial Number:	77776277	DU BOIS
Serial Number:	77776279	DU BOIS
Serial Number:	77776281	DU BOIS
Serial Number:	85086297	V

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.146
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	11/17/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2010, by HARDWARE RESOURCES, INC., a Louisiana corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among TOP KNOBS USA, INC., a New Jersey corporation, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower, which is an affiliate of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor execute that certain Joinder and Amendment No. 1 to Guarantee and Collateral Agreement of even date herewith (the "Joinder"), pursuant to which Grantor becomes a party to that certain Guarantee and Collateral Agreement dated as of February 20, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

HARDWARE RESOURCES, INC., a Louisiana corporation

By: RA
Title: Treasurer and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By _____
Name _____
Title _____

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

HARDWARE RESOURCES, INC., a Louisiana corporation

By: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Kevin Bohan
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration Number	Date
JA	3,373,150	1/22/08
JA	3,373,151	11/6/07
HR HARDWARE RESOURCES	3,385,613	2/9/08
HR Hardware Resources	3,449,585	6/17/08
HR HARDWARE RESOURCES	3,453,874	6/24/08
HR Hardware Resources	3,453,875	6/24/08
VITUS	3,591,303	7/19/09
Vitus	3,591,304	7/19/09
E	3,603,645	4/7/09
E ELEMENTS	3,794,965	5/25/10
E ELEMENTS	3,838,313	8/24/10
VIKING	3,718,315	12/01/09

TRADEMARK APPLICATIONS

Mark	Application Number	Date
LOCKSOLID	77/980,365	07/28/08
DUBOIS	77/776,270	07/08/09
Du Bois	77/776,277	07/08/09
DUBOIS	77/776,279	07/08/09
Du Bois	77/776,281	07/08/09
V	85/086,297	07/16/10

TRADEMARK LICENSES

None.