

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Willert Home Products, Inc.		01/28/2011	CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&I Marshall & Isley Bank, as Agent		
<b>Street Address:</b>	13205 Manchester Road		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63131		
<b>Entity Type:</b>	Bank: MISSOURI		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2220149	ENOZ	
<b>Registration Number:</b>	0505438	ENOZ	
<b>Registration Number:</b>	0803283	BOWL FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)872-3365		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-872-3333		
<b>Email:</b>	bcrandall@affinitylawgrp.com		
<b>Correspondent Name:</b>	Affinity Law Group, LLC		
<b>Address Line 1:</b>	1610 Des Peres Road		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Des Peres, MISSOURI 63131		
<b>ATTORNEY DOCKET NUMBER:</b>	M&I/WILLERT		
<b>NAME OF SUBMITTER:</b>	Bradley W. Crandall		

OP \$90.00 2220149

**900184933**

**TRADEMARK  
 REEL: 004486 FRAME: 0412**

Signature:	/Bradley W. Crandall/
Date:	02/24/2011
Total Attachments: 5 source=Assignment to be Filed 2-10-11#page1.tif source=Assignment to be Filed 2-10-11#page2.tif source=Assignment to be Filed 2-10-11#page3.tif source=Assignment to be Filed 2-10-11#page4.tif source=Assignment to be Filed 2-10-11#page5.tif	

**FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND  
SECURITY AGREEMENT**

This FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "*Amendment*") is made as of January 28, 2011 by and between WILLERT HOME PRODUCTS, INC., a Missouri corporation (the "*Assignor*"), and M&I Marshall & Ilsley Bank, formerly known as Southwest Bank, an M&I Bank, as successor in interest to Southwest Bank of St. Louis, as Agent ("*Agent*").

WHEREAS, Southwest Bank of St. Louis extended credit from time to time to the Assignor pursuant to the terms of a Loan Agreement dated as of September 10, 1999, as amended from time to time by the parties thereto (collectively, as amended, the "*Original Loan Agreement*");

WHEREAS, Southwest Bank of St. Louis was predecessor in interest to Southwest Bank, an M&I Bank, now known as M&I Marshall & Ilsley Bank;

WHEREAS, the obligations of the Assignor under the Original Loan Agreement were secured by various documents, including but not limited to, a Trademark Collateral Assignment and Security Agreement executed by the Assignor dated as of November 15, 2000 (the "*Trademark Security Agreement*");

WHEREAS, the parties to the Original Loan Agreement have agreed to amend and restate the Original Loan Agreement in its entirety with that certain Amended and Restated Credit Agreement dated as of December 6, 2010 (the "*Amended and Restated Credit Agreement*") by and among Assignor, SuperBrands, LLC f/k/a Willert Acquisition Company, L.L.C., a Nevada limited liability company, Agent and the lenders who are a party to such Amended and Restated Credit Agreement from time to time (the "*Lenders*");

WHEREAS, under the terms of the Amended and Restated Credit Agreement, the Lenders irrevocably designated and appointed Agent as the agent of all Lenders under the Amended and Restated Credit Agreement and the other loan documents referenced therein, and irrevocably authorized Agent, in such capacity, to take such action on the Lenders' behalf under the provisions the Amended and Restated Credit Agreement and the other loan documents referenced therein and to exercise such powers and perform such duties as are expressly delegated to Agent by the terms of the Amended and Restated Credit Agreement and the other loan documents referenced therein, together with such other powers as are reasonably incidental thereto;

NOW THEREFORE, in connection with and as a condition to the execution of the Amended and Restated Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby modify and amend the Trademark Security Agreement as follows:

1. **Defined Terms.** All capitalized words used in this Amendment and not otherwise defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

2. **Authority of Agent.** The parties hereby agree, acknowledge, ratify and confirm that all rights, powers, authority and remedies granted to Southwest Bank of St. Louis pursuant to the Trademark Security Agreement shall continue and accrue to Agent (formerly known as Southwest Bank of St. Louis, an M&I Bank, as successor in interest to Southwest Bank of St. Louis), for the benefit of all Lenders to which obligations are owed by Assignor under the Amended and Restated Credit Agreement (to the full extent provided for in said Amended and Restated Credit Agreement).

3. **Specific Amendments.** All references to the defined term "Southwest" throughout the Trademark Security Agreement are hereby amended by deleting the word "Southwest" and replacing it with the defined term "Agent". All references to the term "Loan Agreement" throughout the Trademark Security Agreement are hereby amended by deleting the term "Loan Agreement" and replacing it with the term "Amended and Restated Credit Agreement".

4. **Authority to File Amended Trademark Registration Forms.** The Assignor hereby authorizes the Agent to file one or more amendments to any trademark registration forms previously filed in accordance with the Trademark Security Agreement, and subsequent amendments thereto, relating to all or any part of the Collateral, without the signature of the Assignor to the extent permitted by law, naming Agent as Secured Party therein for the ratable benefit of the Lenders and otherwise in a form and substance satisfactory to the Agent in its discretion.

5. **Incorporation of Trademark Security Agreement.** The Trademark Security Agreement is incorporated herein by reference and, except to the extent modified by this Amendment, the Trademark Security Agreement remains in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Trademark Security Agreement, the terms of this Amendment shall control. This Amendment may be executed in multiple counterparts and by facsimile or electronically transmitted signature, each of which taken together shall constitute one and the same binding instrument.

6. **Representations and Warranties.** The Borrower hereby represents and warrants to the Agent that all of the representations and warranties of Borrower set forth in the Trademark Security Agreement remain true, correct and accurate in all respects.

7. **Voluntary Agreement.** Each party represents and warrants to the other that it has consulted or has had the opportunity to consult with counsel regarding this Amendment that it is fully aware of the terms contained herein and that it has voluntarily and without coercion or duress of any kind entered into this Amendment.

8. **Benefit of Trademark Security Agreement.** This Amendment shall be binding upon and shall inure to and for the benefit of the parties hereto, their heirs, administrators, personal representatives, successors and assigns.

9. **Authority.** By his or her execution hereof, each of the persons signing on behalf of the parties hereto hereby represents and warrants that each is fully authorized to act and execute this Amendment on behalf of their respective party.

10. **Severability.** The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

11. **Headings; Recitals.** The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof. The recitals set forth herein are hereby incorporated into this Amendment and form a part hereof, the truth and accuracy of which is evidenced by each party's execution hereof.

12. **Governing Law.** This Amendment shall be binding upon and inure to and for the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Missouri. Without limitation of the foregoing, Borrower may not assign or transfer the Trademark Security Agreement without the prior written consent of the Agent.

13. **Missouri Revised Statute §432.045.** ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORRWER(S)) AND US (AGENT) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

*[Remainder of page intentionally left blank – signature pages follow]*

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Trademark Collateral Assignment and Security Agreement as of the date first written above.

ASSIGNOR:

WILLERT HOME PRODUCTS, INC.

By: Brian M. Warner  
Name: Brian M. Warner  
Title: Vice President

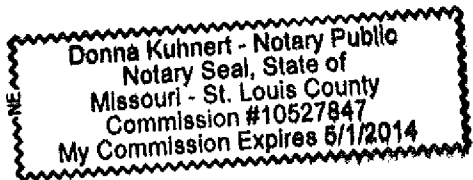
STATE OF Missouri )  
 )SS  
COUNTY OF St. Louis )

On this 24th day of January, 2011, before me, a Notary Public, personally appeared Brian M. Warner, to me personally known, who, being duly sworn by me did say that he/she is the Vice President of the Assignor, and that the foregoing instrument was signed by the authority and on behalf of the Assignor, and he/she acknowledged the instrument to be the free act and deed of the Assignor.

IN TESTIMONY, I have set my hand and affixed my official seal the day and year last above written.

My Commission Expires:

Donna Kuhnert  
Notary Public



IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Trademark Collateral Assignment and Security Agreement as of the date first written above.

AGENT:

M & I MARSHALL & ILSLEY BANK

By: [Signature]  
 Name: Dennis B Hunter  
 Title: Vice President

STATE OF Missouri )  
 )SS  
 COUNTY OF St. Louis )

On this 28th day of January, 2011, before me, a Notary Public, personally appeared Dennis B. Hunter, to me personally known, who, being duly sworn by me did say that he/she is the Vice President of the Agent, and that the foregoing instrument was signed by the authority and on behalf of the Agent, and he/she acknowledged the instrument to be the free act and deed of the Agent.

IN TESTIMONY, I have set my hand and affixed my official seal the day and year last above written.

My Commission Expires:  
3/8/2014

[Signature]  
 Notary Public

