

**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
Richards Homewares, Inc.		01/05/2011	CORPORATION: OREGON

**RECEIVING PARTY DATA**

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1651872	MOTH-AWAY
Registration Number:	2936439	FRICTION
Registration Number:	3147007	GEL-GRIP
Registration Number:	3819621	LINT AWAY
Registration Number:	3804829	ECORGANIZE
Registration Number:	3804821	IT'S YOUR PLANET
Registration Number:	3716615	RAZOR

**CORRESPONDENCE DATA**

Fax Number: (503)224-0155  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 503-205-2590  
 Email: trademark@millermash.com  
 Correspondent Name: Louis G. Henry  
 Address Line 1: 111 S.W. Fifth Avenue  
 Address Line 2: Suite 3400

**900186688**

**TRADEMARK  
 REEL: 004499 FRAME: 0507**

**CH \$190.00 1651872**

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: 080110-0640

NAME OF SUBMITTER: Louis G. Henry

Signature: /Louis G. Henry/

Date: 03/17/2011

**Total Attachments: 3**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is entered into on January 5, 2011, by RICHARDS HOMEWARES, INC. ("RHI"), and U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank").

### RECITALS

A. U.S. Bank and RHI are parties to a Financing Agreement dated April 7, 2009. That agreement, as amended, is referred to in this Agreement as the "Financing Agreement."

B. Capitalized terms used in this Agreement that are not defined herein have the meaning assigned to those terms in the Financing Agreement.

C. Certain Events of Default exist under the Financing Agreement. Pursuant to the terms of a Second Amendment of Financing Agreement (the "Second Amendment") of even date herewith, U.S. Bank is prepared to wave the existing Events of Default.

D. One of the conditions precedent to the effectiveness of the Second Amendment is that RHI execute this Agreement and deliver it to U.S. Bank. RHI is prepared to enter into this Agreement in order to satisfy that condition precedent.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which hereby are acknowledged, RHI agrees as follows:

1. Grant of Security Interest In Trademark Collateral. RHI hereby unconditionally grants, assigns, and pledges to U.S. Bank to secure the Obligations a continuing security interest in all of RHI's right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of RHI's trademarks, including those referred to in Schedule 1 to this Agreement;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;

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

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark of RHI; and

(e) all products and proceeds (as that term is defined in the Code) of the foregoing.

2. Security for Obligations. This Agreement and the security interest created hereby secure the payment and performance of the Obligations, whether now existing or arising hereafter.


3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to U.S. Bank pursuant to the Security Agreement. RHI hereby acknowledges and affirms that the rights and remedies of U.S. Bank with respect to the security interest in the Trademark Collateral made and granted by this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth in this Agreement. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. Authorization to Supplement. If RHI shall obtain rights to any new trademarks, the provisions of this Agreement automatically shall apply thereto. RHI shall give prompt notice in writing to U.S. Bank with respect to any such new trademarks, or any renewal or extension of any existing trademark registration. Without limiting RHI's obligations under this Section 4 of this Agreement, RHI hereby authorizes U.S. Bank unilaterally to modify this Agreement by amending Schedule 1 to include any such new trademark rights of RHI. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate, or detract from U.S. Bank's continuing security interest in all Collateral, whether or not listed on Schedule 1.

5. Governing Law. This Agreement is to be governed and construed in accordance with the laws of Oregon, without regard to the conflict of laws principles thereof.


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

**RICHARDS HOMEWARES, INC**

By   
\_\_\_\_\_  
Robert C. Frelander  
President

Accepted by:

**U.S. BANK NATIONAL ASSOCIATION**

By   
\_\_\_\_\_  
Robert C. Alexander  
Vice President

**SCHEDULE 1**

List of Trademarks of Richards Homewares, Inc.

1,651,872	MOTH-AWAY
2,936,439	FRICTION
3,147,007	GEL-GRIP
3,819,621	LINT AWAY
3,804,829	ECORGANIZE
3,804,821	IT'S YOUR PLANET
3,716,615	RAZOR

**European Community Trademark Registrations**

8565533	RICHARDS
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