

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
Hoodz International LLC		04/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3641527	HOODZ	
Registration Number:	3746784	HOODZ	
Registration Number:	3675459	HOODZ	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1209		
NAME OF SUBMITTER:	Marcela Robledo		

OP \$90.00 3641527

Signature:	/mr/
Date:	04/22/2011
Total Attachments: 7 source=HdzInt#page1.tif source=HdzInt#page2.tif source=HdzInt#page3.tif source=HdzInt#page4.tif source=HdzInt#page5.tif source=HdzInt#page6.tif source=HdzInt#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 8, 2011 is made by HOODZ INTERNATIONAL LLC, a Delaware limited liability company, located at 185 Oakland Avenue, Suite 300, Birmingham, MI 48009 (the "Additional Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of November 3, 2006, as amended and restated as of December 4, 2007, and as further amended by the First Amendment, dated as of December 3, 2008, the Second Amendment dated as of November 10, 2009, and the Third Amendment, dated as of August 25, 2010, and as further amended and restated as of April 8, 2011, among BELFOR HOLDINGS INC., a Delaware corporation ("Holdings"), BELFOR (USA) LTD., a Delaware corporation ("Parent"), BELFOR USA GROUP INC., a Colorado corporation (the "Borrower"), BELFOR EUROPE GmbH, a German corporation (the "European Borrower"), BELFOR (CANADA) INC., a Canadian corporation (the "Canadian Borrower"; together with the European Borrower and the Borrower, the "Borrowers"), the Lenders, the Agent and the other agents party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and Parent and certain of their subsidiaries (other than the Additional Grantor) executed and delivered a Guarantee and Collateral Agreement, dated as of November 3, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, the Additional Grantor became a party to the Guarantee and Collateral Agreement by executing an Assignment and Assumption Agreement dated December 8, 2008;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Additional Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Additional Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Additional Grantor's right, title and interest in, to and under the Trademarks. (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

HOODZ INTERNATIONAL LLC
as Additional Grantor

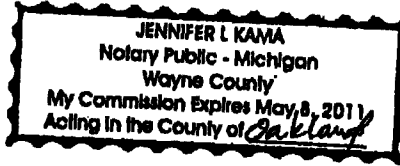
By: 
Name: Joseph Ciduno
Title: CFO

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

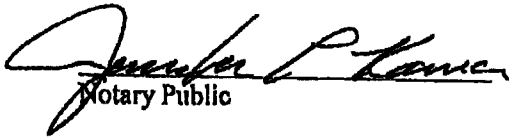
By: _____
Name:
Title:

ACKNOWLEDGMENT OF ADDITIONAL GRANTOR

STATE OF Michigan)
) SS
COUNTY OF Oakland)



On the 7th day of April, 2011, before me personally came Joseph Ciolino, who is personally known to me to be the CEO of HOODZ INTERNATIONAL LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the C.F.O. in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the members of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public


(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

HOODZ INTERNATIONAL LLC
as Additional Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: Richard C. Ellis
Title: Senior Vice President

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Michigan
COUNTY OF Washtenaw) ss

On the 6th day of April, 2011 before me personally came Richard C. Ellis, who is personally known to me to be the Senior Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Senior Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Shannon L. Schubeck
Notary Public
SHANNON L. SCHUBECK
NOTARY PUBLIC MICHIGAN
MACOMB COUNTY
MY COMMISSION EXPIRES MAR. 28, 2012

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	Reg. No./ App. No.
HOODZ	3,641,527
HOODZ AND DESIGN	3,746,784
HOODZ	3,675,459

Signature page to Grant of Security Interest in Trademark Rights (Hoodz International LLC)