

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kittrich Corporation		06/06/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue, 4th Floor
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	a National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	3268099	BLUE LEAF
Registration Number:	3821912	CUSH-N-LOC
Registration Number:	3231110	CUSH-N-IT
Registration Number:	3082553	RUG MATE
Registration Number:	3267713	TIGER GRIP BLUE
Registration Number:	3000469	SECURE-IT
Registration Number:	3006679	GREAT HOLD
Registration Number:	2954234	HOLD PLUS
Registration Number:	2912184	MIGHTY GRIPPER
Registration Number:	2789325	SOUND TIGHT
Registration Number:	2473773	WICKER LOC
Registration Number:	2593929	CUSH-N-HOLD
Registration Number:	2529578	RUG SAFE
Registration Number:	2492590	SUPER MOVENOT

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Registration Number:	2485324	HOLD TIGHT
Registration Number:	2487567	RUG SAVER
Registration Number:	2485323	SULTAN
Registration Number:	2429252	CUSHION GRIP
Registration Number:	2419931	RUG STAY
Registration Number:	2346055	MIRACLE HOLD PLUS
Registration Number:	2277583	MIRACLE HOLD
Registration Number:	2243976	
Registration Number:	2179551	CUSH-N-IT
Registration Number:	1976947	PLACE IT
Registration Number:	1956518	
Registration Number:	1937180	SLEEP TIGHT
Registration Number:	1786851	RUG-HOLD
Registration Number:	1786850	MULTI-GRIP
Registration Number:	1818626	NATURAL
Serial Number:	85393838	NATURAL CARE FOR THE WHOLE FAMILY
Serial Number:	85386328	DUO-TONE
Serial Number:	85352923	MY FIRST
Serial Number:	85120998	ZIP-N-FIT

**CORRESPONDENCE DATA**

Fax Number: (949)720-0182  
Phone: (949) 224-6291  
Email: trademark@buchalter.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Farah P. Bhatti, Esq.  
Address Line 1: 18400 Von Karman Avenue, Suite 800  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	P6328-0003
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
Signature:	/Farah P. Bhatti/
Date:	11/15/2011

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 6th day of June, 2011, between KITTRICH CORPORATION, a California corporation (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders referred to below (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among Kittrich Corporation, a California corporation, and the Grantor, as Borrowers, the financial institutions from time to time party thereto as Lenders (collectively, the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the 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, the 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 Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of the Grantor'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 the Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuation, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now or existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of

the Obligations and would be owed by Borrower, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving either of the Borrowers.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. The 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provisions of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the

repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations.


Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the 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.

GRANTOR:

KITTRICH CORPORATION,  
a California corporation

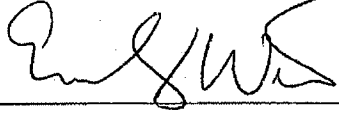
By:   
\_\_\_\_\_  
Robert Friedland  
President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004661 FRAME: 0282**

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION  
as Agent



By:   
\_\_\_\_\_  
Emily Webster  
Vice President

[Signature Page to Trademark Security Agreement]

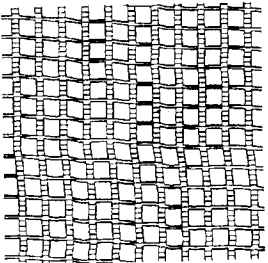
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**REEL: 004661 FRAME: 0283**


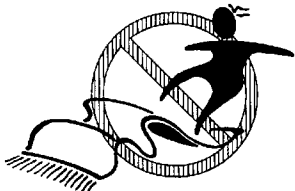


**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
Pending	KITTRICH CORPORATION (CALIFORNIA Corporation)		85-393,838	August 9, 2011
Pending	KITTRICH CORPORATION (CALIFORNIA Corporation)	Duo-Tone	85-386,328	August 1, 2011
Pending	KITTRICH CORPORATION (CALIFORNIA Corporation)	MY FIRST	85-352,923	June 22, 2011
Pending	KITTRICH CORPORATION (CALIFORNIA Corporation)	ZIP-N-FIT	85-120,998	September 1, 2010
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)		3,268,099	July 24, 2007
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	CUSH-N-LOC	3,821,912	July 20, 2010
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	CUSH-N-IT	3,231,110	April 17, 2007

Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>RUG MATE</b>	3,082,553	April 18, 2006
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	TIGER GRIP BLUE	3,267,713	July 24, 2007
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>SECURE-IT</b>	3,000,469	September 27, 2005
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>GREAT HOLD</b>	3,006,679	October 11, 2005
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>HOLD PLUS</b>	2,954,234	May 24, 2005
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>MIGHTY GRIPPER</b>	2,912,184	December 21, 2004
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>SOUND TIGHT</b>	2,789,325	December 2, 2003
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>WICKER LOC</b>	2,473,773	July 31, 2001
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>CUSH-N-HOLD</b>	2,593,929	July 16, 2002
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>RUG SAFE</b>	2,529,578	January 15, 2002

Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>SUPER MOVENOT</b>	2,492,590	September 25, 2001
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>HOLD TIGHT</b>	2,485,324	September 4, 2001
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>RUG SAVER</b>	2,487,567	September 11, 2001
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>SULTAN</b>	2,485,323	September 4, 2001
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>CUSHION GRIP</b>	2,429,252	February 20, 2001
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>RUG STAY</b>	2,419,931	January 9, 2001
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>MIRACLE HOLD PLUS</b>	2,346,055	April 25, 2000
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>MIRACLE HOLD</b>	2,277,583	September 14, 1999
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)		2,243,976	May 4, 1999

Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>CUSH-N-IT</b>	2,179,551	August 4, 1998
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)		1,976,947	May 28, 1996
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)		1,956,518	February 13, 1996
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>SLEEP TIGHT</b>	1,937,180	November 21, 1995
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>RUG-HOLD</b>	1,786,851	August 10, 1993
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>MULTI-GRIP</b>	1,786,850	August 10, 1993
Registered	KITTRICH CORPORATION (CALIFORNIA Corporation)	<b>NATURAL</b>	1,818,626	January 25, 1994