

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sure Fit Outdoor LLC		11/18/2011	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1 South Broad Street		
Internal Address:	3rd Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	National Association: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3623431	TRILINK GLOBAL	
Registration Number:	3772748	PATIO ARMOR	
Serial Number:	85052930	PURE GREEN BY PATIO ARMOR	
Serial Number:	85052939	PURE GREEN BY PATIO ARMOR	
Serial Number:	85052936	PURE GREEN BY PATIO ARMOR	
CORRESPONDENCE DATA			
Fax Number:	(973)295-1292		
Phone:	973-443-3572		
Email:	agostinoj@gtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Joseph Agostino-Greenberg Traurig		
Address Line 1:	200 Park Avenue		
Address Line 4:	Florham Park, NEW JERSEY 09732		

CH \$140.00 3623431

ATTORNEY DOCKET NUMBER:	050255-024800
NAME OF SUBMITTER:	Joseph Agostino
Signature:	/Joseph Agostino/
Date:	02/07/2012
Total Attachments: 8 source=tsa#page1.tif source=tsa#page2.tif source=tsa#page3.tif source=tsa#page4.tif source=tsa#page5.tif source=tsa#page6.tif source=tsa#page7.tif source=tsa#page8.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of November 18, 2011, is made by and between Sure Fit Outdoor LLC, a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Sure Fit Inc., a Delaware corporation, and Wells Fargo entered into a certain Amended and Restated Credit Agreement dated December 30, 2009 (as amended prior to the effective date of this Agreement, the "Original Credit Agreement").

B. Company became a co-borrower under the Original Credit Agreement pursuant to a certain Joinder Agreement and First Amendment to Loan Documents dated as of November 18, 2011 (the "Joinder Agreement").

C. The Original Credit Agreement was further amended by a certain Second Amendment to Amended and Restated Credit and Security Agreement dated as of November 18, 2011 (the "Second Amendment"). The Original Credit Agreement, as amended by the Joinder Agreement and the Second Amendment, as the foregoing may be further amended, supplemented or restated from time to time, are referred to in this Agreement as the "Credit Agreement".

D. To induce Wells Fargo to enter into the Joinder Agreement and the Second Amendment, Company has offered to execute and deliver this Agreement.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to:

- (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
- (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby irrevocably pledges, assigns and grants to Wells Fargo a security interest (the "Security Interest") with power of sale, to the extent

permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. Company acknowledges that the security interest granted to Wells Fargo pursuant to this Section 2 is and continues to be a first lien and security interest upon the Trademarks.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a limited liability company duly organized, validly existing and in good standing under the laws of its state of formation and this Agreement has been duly and validly authorized by all necessary action on the part of Company.

(b) **Trademarks.** Exhibit A accurately lists all registered Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of registered Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Company owns or controls any registered Trademarks not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Title.** Company has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(d) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(e) **Maintenance.** Company will at its own expense maintain the Trademarks material to its business to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark that is material to the Company's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may

become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(f) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (e), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(g) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (f) or exercising its rights under Section 6.

(h) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (g) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Company's Use of the Trademarks. Company shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may, upon giving notice to the Company (to the extent required by the Credit Agreement or applicable law), sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks in accordance with the Credit Agreement and under applicable law.

(c) Wells Fargo may enforce the Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

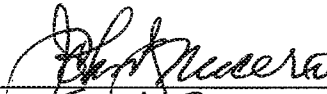
7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns. A carbon, photographic or other reproduction of this Agreement shall have the same force and effect as the original for all purposes of filing. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Sure Fit Outdoor LLC
8000 Quarry Road, Suite C
Alburtis, PA 18011

SURE FIT OUTDOOR LLC

By: 
Name: JOHN J. NUCERO
Title: CHIEF FINANCIAL OFFICER

Wells Fargo Bank, National Association
1 South Broad Street, Third Floor
Philadelphia, Pennsylvania 19107

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: *Dionne S. Rice*
Dionne Rice, Vice President

Trademark Security Agreement

TRADEMARK
REEL: 004712 FRAME: 0348

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

UNITED STATES ISSUED TRADEMARKS

TRADEMARK OR LOGO	SERIAL #	DATE OF APPLICATION	STATUS	REGISTRATION # DATE OF ISSUANCE
TRILINK GLOBAL (IC Class 24 – unfitted fabric patio furniture covers)	77/075720	January 4, 2007	ISSUED	3623431 May 19, 2009
PATIO ARMOR (IC Class 11: Protective covers specifically designed for chimeneas, patio heaters, fire pits, and barbeque grills) (IC Class 18: Protective covers specifically designed for patio umbrellas) (IC Class 20: Fitted fabric covers for outdoor furniture; Fitted covers for outdoor furniture, not made of fabric)	77/609, 117	November 6, 2008	ISSUED	3772748 April 6, 2010

UNITED STATES TRADEMARK APPLICATIONS

PURE GREEN BY PATIO ARMOR (Logo) (Protective covers specifically designed for patio umbrellas) Class 18	85/052930	June 2, 2010	NOTICE OF ALLOWANCE ISSUED 1-4-2011; FIRST EXTENSION REQUEST GRANTED JUNE 15, 2011	PENDING
PURE GREEN BY PATIO ARMOR (Logo) (Fitted Fabric covers for outdoor furniture; fitted covers for outdoor furniture, not made of fabric) Class 20	85/052939	June 2, 2010	NOTICE OF ALLOWANCE ISSUED 1-11-2011; FIRST EXTENSION REQUEST GRANTED JUNE 15, 2011	PENDING
PURE GREEN BY PATIO ARMOR (Logo) (Protective covers specifically designed for chimeneas, patio heaters, fire pits, and barbeque grills) Class 11	85/052936	June 2, 2010	NOTICE OF ALLOWANCE ISSUED 1-4-2011; FIRST EXTENSION REQUEST GRANTED JUNE 15, 2011	PENDING

FOREIGN ISSUED TRADEMARKS

None