

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
Home Products International, Inc.		06/19/2012	CORPORATION: DELAWARE
Home Products Internationa - North America, Inc.		06/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Agent
Street Address:	111 W. Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2058476	SNUGFIT
Registration Number:	4108983	LIFE, SIMPLY ORGANIZED.
Registration Number:	3589194	
Registration Number:	1394905	SURE-LOCK
Registration Number:	3846598	KIDZ
Registration Number:	2966395	SHELF CONTROL
Registration Number:	3057329	NEO CHROME
Registration Number:	3084559	TUFF LIL' SQUIRTZ!
Registration Number:	3004328	TWIST AND HOLD
Registration Number:	3191013	SPACEWORKS
Registration Number:	1405010	STRETCH & FIT
Registration Number:	1547440	READY PRESS
Registration Number:	2435798	HOMZ

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Registration Number:	2425736	HOMZ
Registration Number:	2411357	HOMZ
Registration Number:	3452624	SURE-LOCK
Registration Number:	3644650	REVOLUTION 360
Registration Number:	3986451	REV360EZ
Registration Number:	3915044	REV360PWR
Registration Number:	4089432	SNAPLOCK
Registration Number:	2874801	STAINGUARD
Registration Number:	4074934	PROTERRA
Registration Number:	1229795	PEEL 'N STICK
Registration Number:	1704252	STABLE TABLE
Registration Number:	1690224	ULTRA FIT
Registration Number:	1729420	EASYBOARD
Registration Number:	1727687	SUREFOOT
Registration Number:	2074244	REVERSIFIT
Serial Number:	85562536	HOMZ SMART STORAGE
Serial Number:	85562540	SMART STORAGE

CORRESPONDENCE DATA

Fax Number: 3129203689
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.750.8883
Email: AGott@mcguirewoods.com
Correspondent Name: Allison Gott, McGuireWoods LLP
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Allison Gott
Signature:	/s/Allison Gott
Date:	06/19/2012

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 19, 2012, by HOME PRODUCTS INTERNATIONAL, INC., a Delaware corporation ("HPI"), and HOME PRODUCTS INTERNATIONAL – NORTH AMERICA, INC., a Delaware corporation ("HPI NA"), and together with HPI, the "Grantors" and each a "Grantor", in favor of BMO HARRIS BANK N.A., in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated June 19, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the

same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.


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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by an officer thereunto duly authorized as of the date first set forth above.

HOME PRODUCTS INTERNATIONAL, INC.

By: 
Name: Dennis Doheny
Title: Executive Vice President, Chief Financial
Officer and Secretary

HOME PRODUCTS INTERNATIONAL – NORTH
AMERICA, INC.

By: 
Name: Dennis Doheny
Title: Executive Vice President, Chief Financial
Officer and Secretary

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Grantor	Mark	Trademark Application Number	Trademark Registration Number
Home Products International, Inc.	SNUGFIT	75064805	2058476
	LIFE, SIMPLY ORGANIZED.	77075224	4108983
	MISCELLANEOUS DESIGN (HOUSE)	78959444	3589194
Home Products International – North America, Inc.	SURE-LOCK	73559465	1394905
	KIDZ	77979945	3846598
	SHELF CONTROL	78301565	2966395
	NEO CHROME	78470217	3057329
	TUFF LIL' SQUIRTZ	78470247	3084559
	TWIST AND HOLD	78472235	3004328
	SPACEWORKS	78493127	3191013
	STRETCH & FIT	73577508	1405010
	READY PRESS	73763304	1547440
	HOMZ	75669182	2435798
	HOMZ	75669183	2425736
	HOMZ	75669184	2411357
	SURE-LOCK	77262395	3452624
	REVOLUTION 360	77448053	3644650
	REV360EZ	77853265	3986451
	REV360PWR	77853268	3915044
	SNAPLOCK	77951917	4089432
	STAINGUARD	78282651	2874801
	PROTERRA	85117037	4074934
	HOMZ SMART STORAGE	85562536	N/A
	SMART STORAGE	85562540	N/A
	PEEL 'N STICK	73250639	1229795
	STABLE TABLE	74027120	1704252
	ULTRA FIT	74180691	1690224
EASYBOARD	74252312	1729420	
SUREFOOT	74252400	1727687	
REVERSIFIT	74620909	2074244	