

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
Howard Berger Co. LLC		08/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
HBC Chemical LLC		08/03/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	banking association: CANADA

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	2135044	AQUA PLUMB
Registration Number:	2154244	AQUA PLUMB
Registration Number:	2244920	AQUA PLUMB
Registration Number:	2135045	AQUA PLUMB
Registration Number:	2145405	AQUA PLUMB
Registration Number:	3604721	AUTO STOP DRIP
Registration Number:	3773270	BLACK DOG
Registration Number:	3894908	BOWL BRILLIANT
Registration Number:	3995465	BRIGHT-WAY
Serial Number:	85374180	CHUBBY
Registration Number:	3123898	COMFORT ZONE
Registration Number:	4077230	COMFORT ZONE

OP \$1615.00 2135044

Registration Number:	2988427	COMFORT ZONE
Serial Number:	85174539	CZ
Registration Number:	3741007	DESIGNER'S EDGE
Registration Number:	1259803	DIAMOND
Registration Number:	2492650	DINO-SAW
Registration Number:	2753704	DINO-SAW
Registration Number:	3506796	ECO-FRIENDLY
Registration Number:	3636444	EL DIABLO
Registration Number:	2759463	ETERNITY FINISH
Registration Number:	2203993	EVERYTHING BUT THE PAINT
Registration Number:	3678974	EXPRESSION
Registration Number:	2248571	FLY GUARD
Registration Number:	3736298	FOR THE TRADE
Registration Number:	2345459	GALAXY
Registration Number:	1938235	GAM
Registration Number:	2923377	GAM PRO ADVANTAGE
Registration Number:	3499822	GAM PLUS+
Registration Number:	3773418	GOTHAM
Registration Number:	4076629	GOTHAM
Registration Number:	1129463	GUARD
Registration Number:	2333007	HI TECH
Registration Number:	3636443	HOT SHOT
Registration Number:	3848764	KOOL MACHINE
Registration Number:	3633858	LE PETITE
Registration Number:	1869523	MICRO
Registration Number:	2190482	
Registration Number:	4115255	MOTHGUARD
Registration Number:	1819957	MOUSE GUARD
Registration Number:	3381540	PERFECT MASKER
Registration Number:	1921955	PERFECT PAINTER
Registration Number:	2794802	PERFECT PREP
Registration Number:	3389839	POOCH 'N PURR
Registration Number:	3337751	POOCH 'N PURR
Registration Number:	3199848	POOCH 'N PURR
Registration Number:	2340890	PRO BRUSH

	2625507	PROMAG II
Registration Number:	2630193	PROMAG II
Serial Number:	85307171	PRO-X
Registration Number:	2529870	PRO-X
Serial Number:	85374237	PRO-X
Registration Number:	2527507	PX
Registration Number:	3543093	PX ECO-FRIENDLY
Registration Number:	4037771	QUAD-POD
Registration Number:	1382313	SENTINEL
Registration Number:	3641474	STOP DRIP
Registration Number:	3700935	STOP FLOW
Registration Number:	1630803	STUDIO 5
Registration Number:	2266728	SYN LAM
Registration Number:	2001222	THERMO CORE
Registration Number:	2913666	WESTMORE
Registration Number:	2001221	WHITE DIAMOND
Registration Number:	2482421	YELLOW STRIPE

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.149
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	08/07/2012

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of August 3, 2012, among HOWARD BERGER CO. LLC, a Delaware limited liability company ("HBC"), and HBC Chemical LLC, a Delaware limited liability company ("Chemical" and, together with HBC, the "Grantors" and each a "Grantor"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among each Grantor, One Middlesex Warehousing LLC, a Delaware limited liability company ("Warehousing"; collectively with each Grantor, "Borrowers"), the Guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrowers; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors, the other Debtors (as defined in the Security Agreement) party thereto and Administrative Agent and (b) to the extent applicable, this 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, each 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 Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on each of Schedule 1 and Schedule 2 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable to the Grantors under and with respect thereto, including payments received by the Grantors under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world. The term "HBC Trademarks" shall mean all of the right, title and interests held by HBC in the specific Trademarks identified in Schedule 1. The term "Chemical Trademarks" shall mean all of the right, title and interests held by Chemical in the specific "Trademarks" identified in Schedule 2.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest (subject to non-consensual Permitted Liens) in all of the specific Grantor's separate right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) For HBC, each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark listed on Schedule 1;

(b) all products and proceeds of the foregoing, including, without limitation, any claim by HBC against third parties for past, present or future (i) infringement or dilution of any Trademark listed on Schedule 1 or (ii) injury to the goodwill associated with any Trademark listed on Schedule 1;

(c) For Chemical, each Trademark listed on Schedule 2 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark listed on Schedule 2; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark listed on Schedule 2 or (ii) injury to the goodwill associated with any Trademark listed on Schedule 2.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the separate and distinct security interests each grant in the Trademark Collateral (HBC with respect to the HBC Trademarks and Chemical with respect to the Chemical Trademarks) made and granted hereby 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 herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its

successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[signature page follows]

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

HOWARD BERGER CO. LLC

By: _____

Name: James Brower

Title: Chief Executive Officer

HBC CHEMICAL LLC

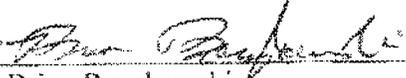
By: _____

Name: James Brower

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By 
Name: Brian Boczkowski
Title: Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

HOWARD BERGER CO. LLC

Trademark	Country	Serial No	Filing Date	Reg No	Reg Date
AQUA PLUMB	US	75/145,347	05-Aug-1996	2,135,044	03-Feb-1998
AQUA PLUMB	US	75/145,355	05-Aug-1996	2,154,244	28-Apr-1998
AQUA PLUMB	US	75/201,512	21-Nov-1996	2,244,920	11-May-1999
AQUA PLUMB	US	75/145,352	05-Aug-1996	2,135,045	03-Feb-1998
AQUA PLUMB	US	75/145,354	05-Aug-1996	2,145,405	17-Mar-1998
AUTO STOP DRIP	US	77/578,214	24-Sep-2008	3,604,721	07-Apr-2009
BLACK DOG	US	77/702,227	30-Mar-2009	3,773,270	06-Apr-2010
BOWL BRILLIANT	US	77/806,641	18-Aug-2009	3,894,908	21-Dec-2010
BRIGHT-WAY	US	76/701,074	04-Jan-2010	3,995,465	19-Jul-2011
CHUBBY Stylized	US	85/374,180	18-Jul-2011	n/a	n/a
COMFORT ZONE	US	76/071,304	13-Jun-2000	3,123,898	01-Aug-2006
COMFORT ZONE	US	85/344,937	13-Jun-2011	4,077,230	27-Dec-2011
COMFORT ZONE & Design	US	76/202,973	31-Jan-2001	2,988,427	30-Aug-2005
CZ	US	85/174,539	11-Nov-2010	n/a	n/a
DESIGNERS EDGE	US	77/614,311	14-Nov-2008	3,741,007	19-Jan-2010
DIAMOND (STYLIZED)	US	73/358,046	05-Apr-1982	1,259,803	06-Dec-1983
DINO-SAW	US	76/170,433	22-Nov-2000	2,492,650	25-Sep-2001
DINO-SAW	US	76/170,434	22-Nov-2000	2,753,704	19-Aug-2003
ECO-FRIENDLY	US	77/448,013	14-Apr-2008	3,506,796	23-Sep-2008
EL DIABLO	US	77/434,127	28-Mar-2008	3,636,444	09-Jun-2009
ETERNITY FINISH	US	76/144,018	10-Oct-2000	2,759,463	02-Sept-2003
EVERYTHING BUT THE PAINT	US	75/381,721	30-Oct-1997	2,203,993	17-Nov-1998
EXPRESSION	US	77/626,838	24-Sep-2008	3,678,974	08-Sep-2009
FLY GUARD	US	75/254,854	10-Mar-1997	2,248,571	01-Jun-1999
FOR THE TRADE	US	77/725,595	29-Apr-2009	3,736,298	12-Jan-2010
GALAXY	US	75/729,237	02-Jun-1999	2,345,459	25-Apr-2000
GAM	US	74/572,054	12-Sep-1994	1,938,235	28-Nov-1995
GAM PRO ADVANTAGE	US	78/364,229	06-Feb-2004	2,923,377	01-Feb-2005
GAM PLUS+	US	77/206,112	14-Jun-2007	3,499,822	09-Sep-2008
GOTHAM	US	77/747,741	29-May-2009	3,773,418	06-Apr-2010
GOTHAM	US	85/312,288	04-May-2011	4,076,629	27-Dec-2011
GUARD & Design	US	73/092,693	07-Jul-1976	1,129,463	22-Jan-1980
HI TECH	US	75/718,922	04-Jun-1999	2,333,007	21-Mar-2000
HOT SHOT	US	77/433,816	27-Mar-2008	3,636,443	09-Jun-2009
KOOL MACHINE	US	77/789,530	24-Jul-2009	3,848,764	14-Sep-2010
LE PETITE	US	77/433,804	27-Mar-2008	3,633,858	09-Jun-2009
MICRO	US	74/427,287	23-Aug-1993	1,869,523	27-Dec-1994
MISCELLANEOUS DESIGN	US	75/254,855	10-Mar-1997	2,190,482	22-Sep-1998
MOTHGUARD	US	77/632,133	12-Dec-2008	4,115,255	20-Mar-2012

Trademark	Country	Serial No	Filing Date	Reg No	Reg Date
MOUSE GUARD	US	74/381,773	19-Apr-1993	1,819,957	08-Feb-1994
PERFECT MASKER	US	77/220,455	22-Jul-2007	3,381,540	12-Feb-2008
PERFECT PAINTER	US	74/570,048	06-Sep-1994	1,921,955	26-Sep-1995
PERFECT PREP	US	78/180,895	23-Sep-2003	2,794,802	16-Dec-2003
POOCH 'N PURR	US	78/631,850	17-May-2005	3,389,839	26-Feb-2008
POOCH 'N PURR	US	76/668,497	06-Nov-2006	3,337,751	20-Nov-2007
POOCH 'N PURR	US	78/977,840	17-May-2005	3,199,848	16-Jan-2007
PRO BRUSH	US	75/679,540	18-Jan-2000	2,340,890	11-Apr-2000
PROMAG II	US	75/690,698	23-Apr-1999	2,625,507	24-Sep-2002
PROMAG II	US	76/141,710	05-Oct-2000	2,630,193	08-Oct-2002
PRO-X	US	85/307,171	28-Apr-2011	n/a	n/a
PRO-X	US	76/275,444	25-Jun-2001	2,529,870	15-Jan-2002
PRO-X Stylized	US	85/374,237	18-Jul-2011	n/a	n/a
PX	US	76/273,002	18-Jun-2001	2,527,507	08-Jan-2002
PX ECO-FRIENDLY	US	77/448,021	14-Apr-2008	3,543,093	09-Dec-2008
QUAD-POD	US	85/234,179	04-Feb-2011	4,037,771	11-Oct-2011
SENTINEL	US	73/274,700	18-Aug-1980	1,382,313	11-Feb-1986
STOP DRIP	US	77/578,193	24-Sep-2008	3,641,474	16-Jun-2009
STOP FLOW	US	77/578,136	24-Sep-2008	3,700,935	27-Oct-2009
STUDIO 5	US	73/762,604	08-Nov-1988	1,630,803	08-Jan-1991
SYN LAM	US	75/461,106	31-Mar-1988	2,266,728	03-Aug-1999
THERMO CORE	US	74/723,582	28-Sep-1995	2,001,222	17-Sep-1996
WESTMORE	US	76/497,108	13-Mar-2003	2,913,666	21-Dec-2004
WHITE DIAMOND	US	74/723,581	28-Aug-1995	2,001,221	17-Sep-1996
YELLOW STRIPE	US	76/129,420	18-Sep-2000	2,482,421	28-Aug-2001
AQUA PLUMB	PA	n/a	n/a	199068	07-Apr-2011
AQUA PLUMB	PA	n/a	n/a	199069	07-Apr-2011
COMFORT ZONE	PA	n/a	n/a	204736	22-Sep-2011
EL DIABLO	PA	n/a	n/a	199070	07-Apr-2011
HI-TECH	AU	N/A	30-Jun-2008	1249212	30-Jun-2008
PX	AU	1249208	30-Jun-2008	1249208	30-Jun-2008
PX	CA	1,553,667	24-Nov-2011	n/a	n/a
HI-TECH	CA	1,401,940	03-Jul-2008	TMA755,309	15-Dec-2009
PX	CA	1,401,869	03-Jul-2008	TMA751846	02-Nov-2009
Blue Ultra LOGO	CN	5661028	16-Oct-2006	5661028	28-Aug-2008
GAM	CR	N/A	07-Jul-2009	199170	03-Mar-2010
HI-TECH	CR	N/A	07-Jul-2009	199246	03-Mar-2010
PX	CR	N/A	07-Jul-2009	199251	03-Mar-2010
COMFORT ZONE	CR	2011-9413	23-Sept-2011	217409	12-Apr-2012
PX	EM	7028384	01-Jul-2008	7028384	02-Feb-2009
HI-TECH	GB	2509404	01-Jul-2008	2509404	01-Jul-2008

Trademark Security Agreement

TRADEMARK
REEL: 004837 FRAME: 0409

Trademark	Country	Serial No	Filing Date	Reg No	Reg Date
HI-TECH	MX	944793	02-Jul-2008	1074642	02-Jul-2008
PX	MX	944794	02-Jul-2008	1099307	02-Jul-2008
HI-TECH	UY	393674	07-Jan-2008	393674	01-Jul-2008
PX	UY	393673	07-Jan-2008	393673	01-Jul-2008

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

HBC CHEMICAL LLC

Trademark	Country	Serial No	Filing Date	Reg No	Reg Date
RATGUARD	US	85/274,586	23-Mar-2011	4,044,703	25-Oct-2011
ZAP-A-ROACH	US	85/274,721	23-Mar-2011	4,044,713	25-Oct-2011