

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
THE HOME SERVICE STORE, INC.		08/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Administrative Agent		
Street Address:	3344 Peachtree Road, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3207852	GO WITH A PRO	
Registration Number:	3240301	HOME ALLIANCE	
Registration Number:	3491508	HOME IMPROVEMENTS MADE EASY	
Registration Number:	2479020	HOME SERVICE STORE	
Registration Number:	3205238	HOME SERVICE STORE	
Registration Number:	3973310	HOME SERVICE STORE	
Registration Number:	2445973	HSS	
Registration Number:	3207672	HSS	
Registration Number:	3528723	TRUSTED HOME SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		

OP \$240.00 3207852

Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5591.048
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	08/24/2012
Total Attachments: 5 source=HSS Trademark Security Agreement#page1.tif source=HSS Trademark Security Agreement#page2.tif source=HSS Trademark Security Agreement#page3.tif source=HSS Trademark Security Agreement#page4.tif source=HSS Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of August, 2012, by The Home Service Store, Inc., a Delaware corporation ("Grantor"), in favor of Fifth Third Bank, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, HSS Holding Corporation and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark, including the U.S. registrations and applications for registration of Trademark set forth 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; and


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

3. Miscellaneous. **THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective permitted successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its permitted successors and assigns, and shall inure to the benefit of Lenders and their respective permitted successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument, and all of such counterparts taken together shall constitute one and the same agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Electronic transmission (by .pdf or facsimile) of any executed original document shall be deemed to be the same as the delivery of an executed original.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE HOME SERVICE STORE, INC., a Delaware corporation

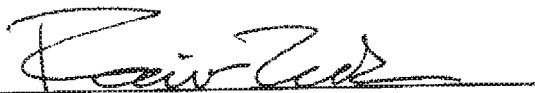
By 

Name: Stephen D. Aronson

Title: Authorized Signatory


Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK,
as Administrative Agent

By 
Its: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	REGIS. NUMBER	REGIS. DATE
GO WITH A PRO	3,207,852	February 13, 2007
HOME ALLIANCE	3,240,301	May 8, 2007
HOME IMPROVEMENTS MADE EASY	3,491,508	August 26, 2008
HOME SERVICE STORE	2,479,020	August 21, 2001
HOME SERVICE STORE	3,205,238	February 6, 2007
HOME SERVICE STORE and Design 	3,973,310	June 7, 2011
HSS	2,445,973	April 24, 2001
HSS	3,207,672	February 13, 2007
TRUSTED HOME SERVICES	3,528,723	November 4, 2008

TRADEMARK APPLICATIONS

None.