

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
CPS PRODUCTS, INC.		12/14/2012	CORPORATION: FLORIDA
FIVE TWO ONE, INC.		12/14/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4200757	INNOVATIONS IN DESIGN
Serial Number:	85577913	THE WORKINGMAN'S CHOICE
Registration Number:	4052225	BLACKMAX
Registration Number:	3557587	VORTECH
Registration Number:	2912719	COMPRESSOR SAVER
Registration Number:	3655203	TAKEAPARTABLE
Registration Number:	1956387	TEMP-SEEKER
Registration Number:	1956386	COMPUTE-A-CHARGE
Registration Number:	1957876	LEAK-SEEKER
Registration Number:	1901621	CPS
Registration Number:	1888342	PRO-SET
Registration Number:	4038331	E MOS
Registration Number:	3164730	5 2 1

OP \$365.00 4200757

900241344

TRADEMARK
REEL: 004919 FRAME: 0806

Registration Number:	4023543	QUIKSTART
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CORRESPONDENCE DATA

Fax Number: 3128637827
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3122013927
 Email: vandy.fitzpatrick@goldbergekohn.com
 Correspondent Name: Vandy F. Fitzpatrick
 Address Line 1: 55 E. Monroe Street
 Address Line 2: Suite 3300
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.279
NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/vandy f. fitzpatrick/
Date:	12/14/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2012, by CPS PRODUCTS, INC., a Florida corporation ("Borrower"), and FIVE TWO ONE, INC., a Florida corporation ("521 Inc."; together with Borrower, each a "Grantor" and collectively the "Grantors"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower, which is an affiliate of 521 Inc.;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor execute that certain Guarantee and Collateral Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

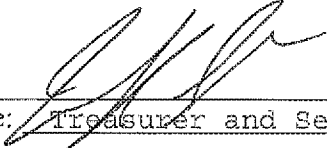
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts.

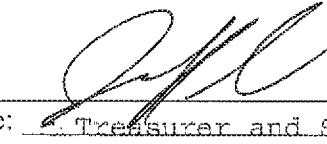
[signature page follows]

IN WITNESS WHEREOF, each 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.

CPS PRODUCTS, INC., a Florida corporation

By: 
Title: Treasurer and Secretary

FIVE TWO ONE, INC., a Florida corporation

By: 
Title: Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, each 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.

CPS PRODUCTS, INC., a Florida corporation

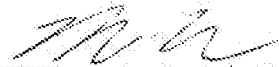
By: _____
Title: _____

FIVE TWO ONE, INC., a Florida corporation

By: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Michael Nativi
Title: Vice President

SCHEDULE I

Trademark Registrations

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	OWNER INFORMATION
INNOVATIONS IN DESIGN	85262126	Active	4200757	09/04/2012	CPS Products, Inc.
THE WORKINGMAN'S CHOICE	85577913	Active		03/23/2012	CPS Products, Inc.
BLACKMAX	85257853	Active	4052225	11/08/2011	CPS Products, Inc.
VORTECH	78861562	Active	3557587	01/06/2009	CPS Products, Inc.
COMPRESSOR SAVER	78227449	Active	2912719	12/21/2004	CPS Products, Inc.
TAKEAPARTABLE	77130781	Active	3655203	07/14/2009	CPS Products, Inc.
TEMP-SEEKER	74653948	Active	1956387	02/13/1996	CPS Products, Inc.
COMPUTE-A-CHARGE	74653947	Active	1956386	02/13/1996	CPS Products, Inc.
LEAK-SEEKER	74653946	Active	1957876	02/20/1996	CPS Products, Inc.
CPS	74531161	Active	1901621	06/27/1995	CPS Products, Inc.
PRO-SET	74521294	Active	1888342	04/11/1995	CPS Products, Inc.
*E MOS	85262093	Active	4038331	10/11/2011	CPS Products, Inc.
521	78605950	Active	3164730	10/31/2006	Five Two One, Inc.
QUIKSTART	78605973	Active	4023543	09/06/2011	Five Two One, Inc.

*The owner of this trademark is misspelled in the database as "CPS Products, Inc.". It will be corrected post-closing to reflect the correct spelling of the name as "CPS Products, Inc.".

Trademark Applications

None.

Trademark Licenses

None.