

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
Sure Fit Inc.		12/21/2012	CORPORATION: DELAWARE
Sure Fit Outdoor LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC Credit Partners II, L.P., as Agent		
Street Address:	Circa Centre, 2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3725361	FURNITURE FRIEND	
Registration Number:	3598846	HOMESTYLE BY SURE FIT	
Registration Number:	3772748	PATIO ARMOR	
Serial Number:	77912158	SURE FIT	
Registration Number:	3043711	SURE FIT	
Registration Number:	3028573	THE 10-MINUTE MAKEOVER	
Registration Number:	3780642	TRANSIT COVER	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		

CH \$190.00 3725361

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 44937/008

NAME OF SUBMITTER: Christine Slattery

Signature: /Christine Slattery/

Date: 01/03/2013

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2012, is among the undersigned (the "Grantors"), and LBC Credit Partners II, L.P., as agent for the Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of July 20, 2012 by and among Focus Products Group International, LLC (f/k/a FPG, LLC), an Illinois limited liability company ("Focus"), Sure Fit Inc., a Delaware corporation ("Sure Fit"), Sure Fit Outdoor LLC, a Delaware limited liability company and a wholly owned subsidiary of Sure Fit ("Sure Fit Outdoor"), and together with Focus and Sure Fit, the "Borrowers", CLP FPG, Inc., a Delaware corporation ("Holdings") and the other guarantors from time to time party thereto (collectively with Holdings, the "Guarantors" and collectively with the Borrowers, the "Obligors"), the financial institutions party from time to time thereto as lenders (collectively, "Lenders"), and Agent (as amended by the First Amendment to Loan and Security Agreement and Acknowledgement dated as of August 13, 2012, and the Second Amendment to Loan and Security Agreement and Acknowledgement of even date herewith, as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, pursuant to the Loan Agreement, the Grantors granted to the Agent for the benefit of the Lenders a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Obligors under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that, the Agent for the benefit of the Lenders shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantors hereby grant to Agent for the benefit of the Lenders a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent for the benefit of the Lenders, pursuant to the Loan Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

Section 7. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the Agent, each Lender and each Grantor acknowledges that the Lien and security interest granted to Agent for the benefit of the Lenders pursuant to this Agreement and the exercise of any right or remedy by Agent for the benefit of the Lenders under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTORS:

SURE FIT INC.

By: 

Name: Jeffrey C. Ackenberg

Title: President

SURE FIT OUTDOOR LLC

By: 

Name: Jeffrey C. Ackenberg

Title: Vice President

AGENT:

LBC CREDIT PARTNERS II, L.P., as Agent for the
benefit of the Lenders

By: 

Name: David E. Fraimow

Title: Vice President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Docket Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
093355-3009	FURNITURE FRIEND and Design	United States of America	CLASS 24: Unfitted fabric furniture covers	3725361 12/15/2009	Registered	Sure Fit Inc.
093355-3000	HOMESTYLE BY SURE FIT	United States of America	CLASS 24: Slipcovers for sofas, love seats, recliners, ottomans and chairs; dining room chair covers	3598846 03/31/2009	Registered	Sure Fit Inc.
093355-3013	PATIO ARMOR	United States of America	CLASS 11: Protective covers specifically designed for chimeneas, patio heaters, fire pits, and barbeque grills. CLASS 18: Protective covers specifically designed for patio umbrellas. CLASS 20: Fitted fabric covers for outdoor furniture; Fitted covers for outdoor furniture, not made of fabric.	3772748 4/6/2010	Registered	Sure Fit Outdoor LLC
093355-4000	SURE FIT	European Union	CLASS 20: Pillows; cushions; chairs. CLASS 24: Slipcovers for sofas, love seats, recliners, sectionals, ottomans, and chairs; dining room chair covers; table cloths; table runners; bedding; window treatment; blanket throws. CLASS 35: Online retail services and mail	3501236 8/23/2005	Registered	Sure Fit Inc.

Docket Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
			order catalogue services in the field of home decor"			
093355-4001	SURE FIT	Japan	CLASS 24: Woven fabrics, knitted fabrics, felt & non-woven textile fabrics, oilcloths, gummed cloths, vinyl cloths, rubberized cloths, leather cloths, filter cloths, fabric apparel accessories, mosquito nets, bed sheets, futon (Japanese bedquilts) and quilts, bedquilt cases, futon ticks, pillowcases, blankets, table napkins of textile, dish cloths, shower curtains, banners & flags (not of paper), toilet seat coverings of textile, chair coverings of textile, wall hangings of textile, curtains, table cloths, thick stage curtains, shrouds, Japanese shrouds, black-and-white stripped cloth screens, billiard cloth, labels of cloth	4794636 8/13/2004	Registered	Sure Fit Inc.
093355-4003	SURE FIT	Mexico	CLASS 24: Slipcovers for sofas, love seats,	975901 3/12/2007	Registered	Sure Fit Properties, Inc. ¹

¹ Sure Fit Inc. believes this is a predecessor of Sure Fit back in the early 2000's, but there is no documentation to confirm.

Docket Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
			recliners, sectionals, ottomans, and chairs; dining room chair covers; table cloths; table runners; bedding, namely, blankets, comforters, shams, sheets, pillow cases, bed spreads, bed skirts, dust ruffles, mattress pads, duvets, quilts, throws, and lop throws; window treatments, namely, fabric blinds, curtains, draperies, and valances			
093355-4004	SURE FIT	New Zealand	CLASS 24: Slipcovers for sofas, love seats, recliners, sectional sofas, ottomans, and chairs; dining room chair covers; table cloths; table runners; bedding, namely blankets, comforters, shams, sheets, pillow cases, bed spreads, bed skirts, dust ruffles, mattress pads, duvets, quilts, throws and lap throws; window treatments, namely fabric blinds, curtains, draperies and valances	707088 7/22/2004	Registered	Sure Fit Inc.
093355-3007	SURE FIT	United States of America	CLASS 20: Pillows; cushions; chairs; slipcovers, namely, fitted fabric covers for sofas, love seats, recliners, sectionals,	N/A	Pending Serial No. 77/912158	Sure Fit Inc.

Docket Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
			<p>ottomans and chairs; fitted fabric dining room chair covers; window treatments, namely, fabric blinds; all of the foregoing goods for sale in retail consumer trade channels and to the hospitality and healthcare industries.</p> <p>CLASS 24:</p> <p>Slipcovers, namely, unfitted fabric covers for sofas, love seats, recliners, sectionals, ottomans, and chairs; unfitted fabric dining room chair covers; fabric table cloths; fabric table runners; bedding, namely, blankets, comforters, shams, sheets, crib sheets, covers, pillow cases, bed spreads, bed skirts, dust ruffles, mattress pads, mattress covers, pillow covers, box spring covers, waterproof covers for mattresses, waterproof covers for pillows, waterproof pads for crib mattresses; duvets, quilts, throws, and lap throws; window treatments, namely, curtains, draperies, and fabric valances; all</p>			

Docket Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
			of the foregoing goods for sale in retail consumer trade channels and to the hospitality and healthcare industries			
093355-3004	SURE FIT	United States of America	<p>CLASS 20: Pillows; cushions; chairs; slipcovers, namely, fitted fabric covers for sofas, love seats, recliners, sectionals, ottomans, and chairs; fitted dining room chair covers; window treatments, namely, fabric blinds.</p> <p>CLASS 24: Slipcovers, namely, unfitted fabric covers for sofas, love seats, recliners, ottomans, and chairs; unfitted dining room chair covers; fabric table cloths; fabric table runners; bedding, namely, blankets, comforters, shams, sheets, pillow cases, bed spreads, bed skirts, dust ruffles, mattress pads, duvets, quilts, throws, and lap throws; window treatments, namely, curtains, draperies and fabric valances.</p> <p>CLASS 35: Online retail store and ordering services and mail</p>	3043711 1/17/06	Registered	Sure Fit Inc.

Docket Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
			order catalog services in the field of home décor.			
093355-3006	THE 10-MINUTE MAKEOVER	United States of America	CLASS 24: Unfitted fabric furniture covers	3028573 12/13/2005	Registered	Sure Fit Inc.
093355-3008	TRANSIT COVER	United States of America	CLASS 24: Unfitted seat covers of textile	3780642 4/27/2010	Registered	Sure Fit Inc.