

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/08/2013	A National Banking Association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Gleacher Products Corp.
Street Address:	1290 Avenue of the Americas
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 30		
Property Type	Number	Word Mark
Serial Number:	85753981	MISSION
Serial Number:	85395300	AQUA VISTA
Registration Number:	4095995	ORCHARD
Registration Number:	4149029	ORCHARD SUPPLY HARDWARE EST. 1931
Registration Number:	3994025	PACIFIC BAY
Registration Number:	4106668	MORRO
Registration Number:	4155885	HOME ACCENTS
Registration Number:	4165239	SUPER SELECT
Registration Number:	4161817	SUPERTUF
Registration Number:	4272617	SEASON'S TRADITIONS
Registration Number:	3958656	ORCHARD SUPPLY HARDWARE EST. 1931
Registration Number:	3958657	ORCHARD SUPPLY HARDWARE EST. 1931
Registration Number:	3926325	AQUA VISTA

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Registration Number:	4096521	ORCHARD EST. 1931
Registration Number:	3511974	ORCHARD SUPER HARDWARE
Registration Number:	3635800	EARTH FRIENDLY EARTH FRIENDLY
Registration Number:	3900869	PACIFIC BAY
Registration Number:	3667934	WESTERN HAWK
Registration Number:	3478057	SWEET SAN CARLOS
Registration Number:	3478056	ORCHARD'S PRIDE
Registration Number:	3200849	BLUE RIDGE
Registration Number:	2967061	LIFETIME PLANT GUARANTEE
Registration Number:	2918132	BACKYARD PRO
Registration Number:	2766925	OSH
Registration Number:	2775762	ORCHARD SUPPLY HARDWARE
Registration Number:	2776948	BRIDGEWATER
Registration Number:	2704813	LAS SOLUCIONES EXISTEN. !NOSOTROS TE AYU
Registration Number:	2683582	THE ANSWERS ARE OUT THERE. WE'LL HELP Y
Registration Number:	2638912	OSH ORCHARD SUPPLY HARDWARE
Registration Number:	2200708	COMPLETE HARDWARE & GARDEN

CORRESPONDENCE DATA

Fax Number: 6508134848
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6508134800
Email: patents@dechert.com
Correspondent Name: Dechert LLP
Address Line 1: 2440 W. El Camino Real
Address Line 2: Suite 700
Address Line 4: Mountain View, CALIFORNIA 94040-1499

ATTORNEY DOCKET NUMBER:	388547-127808
NAME OF SUBMITTER:	Joybell Chitbangonsyn
Signature:	/Joybell Chitbangonsyn/
Date:	04/15/2013

Total Attachments: 5

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TRADEMARK
REEL: 005006 FRAME: 0969

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (the "Assignment"), dated as of April 8, 2013, is made by and between JPMorgan Chase Bank, N.A., with offices at 270 Park Avenue, 4th Floor, New York, NY 10017 ("Assignor") and Gleacher Products Corp., in its capacity as administrative agent and collateral agent (the "Assignee").

WHEREAS, reference is made to: (i) that certain Amended and Restated Senior Secured Term Loan Agreement, dated as of December 22, 2011, by and among, among others, Orchard Supply Hardware, LLC ("Company"), and Assignor (as amended, the "Credit Agreement"); (ii) that certain Pledge and Security Agreement, dated as of December 21, 2006, by and between Company and Assignor (as amended, the "Security Agreement"), and (iii) that certain Copyright Security Agreement dated as of June 30, 2009, by and between Company and Assignor, which was recorded with the U.S. Patent and Trademark Office on July 16, 2009, at Reel 4025, Frame 0233 (as amended, the "Trademark Security Agreement") (collectively, the "Agreements").

WHEREAS, pursuant to the Agreements, Company granted to Assignor a security interest in, among other things, the Trademark Collateral (as defined herein).

WHEREAS, pursuant to the Successor Agent Agreement, dated as of the date hereof, by and among Company, Assignor, Assignee, and each of the other parties thereto, the Assignor has resigned as administrative agent and collateral agent under the Agreements and desires to assign all of its rights, powers and privileges as agent under the Trademark Security Agreement to Assignee and Assignee desires to assume the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's rights, powers and privileges under the Trademark Security Agreement, including the full, exclusive and entire right, title and interest of Assignor in all registered trademarks and trademark applications set forth on Schedule A attached hereto, and the right to sue for past, present and future infringements of the foregoing (collectively, the "Trademark Collateral"); provided, however, that the Trademark Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the U.S. Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use application shall be included in the definition of Trademark Collateral.
2. The Assignor hereby requests the U.S. Patent and Trademark Office to file and record this Assignment together with the annexed Schedule A.

3. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark Security Agreement to be duly executed and delivered as of the date first above written.

JPMORGAN CHASE BANK, N.A., as Assignor

By: 

Name:

Sarah L. Freedman

Title:

Executive Director

ACCEPTED AND ACKNOWLEDGED BY:

GLEACHER PRODUCTS CORP., as Assignee

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark Security Agreement to be duly executed and delivered as of the date first above written.

JPMORGAN CHASE BANK, N.A., as Assignor

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GLEACHER PRODUCTS CORP., as Assignee

By:  _____
Name: **JOANNA ANDERSON**
Title: **AUTHORIZED SIGNATORY**

SCHEDULE A

MARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE
Mission	85753981	October 15, 2012
Aqua Vista	85395300	August 11, 2011
Orchard	4,095,995	February 7, 2012
Orchard Supply Hardware Est. 1931 and Design	4,149,029	May 29, 2012
Pacific Bay	3,994,025	July 12, 2011
Morro	4,106,668	February 28, 2012
Home Accents	4,155,885	June 5, 2012
Super Select	4,165,239	June 26, 2012
Supertuf	4,161,817	June 19, 2012
Season's Traditions	4,272,617	January 8, 2013
Orchard Supply Hardware Est. 1931 and Design	3,958,656	May 10, 2011
Orchard Supply Hardware Est. 1931 and Design	3,958,657	May 10, 2011
Aqua Vista	3,926,325	March 1, 2011
Orchard Est. 1931	4,096,521	February 7, 2012
Orchard Super Hardware	3,511,974	October 7, 2008
Earth Friendly and Earth Friendly and Design	3,635,800	June 9, 2009
Pacific Bay	3,900,869	January 4, 2011
Western Hawk	3,667,934	August 11, 2009
Sweet San Carlos	3,478,057	July 29, 2008
Orchard's Pride	3,478,056	July 29, 2008
Blue Ridge	3,200,849	January 23, 2007
Lifetime Plant Guarantee and Design	2,967,061	July 12, 2005
Backyard Pro	2,918,132	January 11, 2005
OSH	2,766,925	September 23, 2003
Orchard Supply Hardware	2,775,762	October 21, 2003
Bridgewater	2,776,948	October 21, 2003
Las Soluciones Existen. Inostotros Te Ayudamos A Encontrarl As!	2,704,813	April 8, 2003
The Answers Are Out There. We'll Help You Find Them.	2,683,582	February 4, 2003
OSH Orchard Supply Hardware and Design	2,638,912	October 22, 2002
Complete Hardware & Garden	2,200,708	October 27, 1998