

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
TOP KNOBS USA, INC.		05/07/2013	CORPORATION: NEW JERSEY
HARDWARE RESOURCES, INC.		05/07/2013	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	500 First Avenue, 4th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2465345	TOP KNOBS	
Registration Number:	4063521	PASSPORT	
Registration Number:	4063522	SANCTUARY	
Registration Number:	4263176	TOP KNOBS	
Registration Number:	3591304	VITUS	
Registration Number:	3591303	VITUS	
Registration Number:	3449585	HR HARDWARE RESOURCES	
Registration Number:	3385613	HR HARDWARE RESOURCES	
Registration Number:	3453875	HR HARDWARE RESOURCES	
Registration Number:	3453874	HR HARDWARE RESOURCES	
Registration Number:	3373150	JA	
Registration Number:	3373151	JA	
Registration Number:	3603645	E	

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Registration Number:	3838313	E ELEMENTS
Registration Number:	3944734	LOCKSOLID
Registration Number:	3718315	VIKING
Registration Number:	3883777	DU BOIS
Registration Number:	3883778	DU BOIS
Registration Number:	3880935	DU BOIS
Registration Number:	3880936	DU BOIS
Registration Number:	3794965	E ELEMENTS
Registration Number:	3940338	V
Registration Number:	3878156	LOCKSOLID
Registration Number:	4036551	FLIPLOCK

CORRESPONDENCE DATA

Fax Number: 3128637806

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

Phone: 312-863-7198

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:	4033.069
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/09/2013

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 7, 2013 (this "Agreement"), is made by each of TOP KNOBS USA, INC., a New Jersey corporation, located at 170 Township Line Road, Hillsborough, NJ 08844, and HARDWARE RESOURCES, INC., a Louisiana corporation, located at 4319 Marlena Street, Bossier City, LA 71111, (individually, herein together with its successors and assigns, "Grantor" and collectively, "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association, as collateral agent (herein together with its successors and assigns in such capacity, the "Collateral Agent") for the benefit of the Secured Creditors.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 7, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Top Knobs USA, Inc., a New Jersey corporation (together with its successors and assigns, "TKUSA"), Hardware Resources, Inc., a Louisiana corporation (together with its successors and assigns, "HRI" and, together with TKUSA, each a "Borrower" and collectively the "Borrowers"), the other Credit Parties party thereto, the financial institutions named as lenders therein (herein, together with any other person that becomes a "Lender" under the Credit Agreement and the respective successors and assigns of such "Lenders", the "Lenders") and PNC Bank, National Association, as a Lender, the Swing Line Lender, the Issuing Bank, the Collateral Agent, and as the Administrative Agent, the Lenders will provide certain loans or advances or other extensions of credit to or for the benefit of the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Borrowers, each Grantor and certain other Affiliates of the Borrowers have executed and delivered a Security Agreement, dated as of the date hereof (as amended, restated supplemented or otherwise modified from time to time, the "Security Agreement"), whereby each Grantor has granted to the Collateral Agent a continuing security interest in, among other things, all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Secured Creditor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have

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the respective meanings provided in the Security Agreement and, to the extent not therein defined, the meaning assigned in the Credit Agreement.

SECTION 2. Grant of Security Interest. Each Grantor does hereby grant to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, all of the right, title and interest of such Grantor in, to and under all of the following, whether now existing or hereafter from time to time arising or acquired and wherever located ("Trademark Collateral"):

- (a) all Marks, including each Mark and Mark application set forth in Schedule I;
- (b) all of the goodwill of the business of such Grantor symbolized by the foregoing;
- (c) the right to sue third parties for past, present and future infringements of any of the foregoing; and
- (d) all Proceeds and Products of any and all of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Property, including without limitation, all intent-to-use United States trademark applications 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 PTO, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the occurrence of an event pursuant to the Credit Agreement or Security Agreement that would result in the release of all or a portion of the Trademark Collateral from the security interest thereon, the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, the Collateral Agent will, at the request of and at the sole expense of the requesting Grantor, release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to such Grantor such Documents as such Grantor shall reasonably request to evidence such termination.

SECTION 5. Authorization to Supplement. If any Grantor shall obtain rights to any new Marks, the provisions of this Agreement shall automatically apply thereto. Each such Grantor shall give notice in writing to Collateral Agent as required by the Security Agreement with respect to any such new Marks or renewals or extensions of any registration of a Mark. Without limiting each Grantor's obligation under this Section 5, each Grantor hereby authorizes Collateral Agent to unilaterally modify this Agreement by amending Schedule I to include any such new Marks of such Grantor. Notwithstanding the foregoing, no failure to modify this Agreement or amend Schedule I shall in anyway affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

SECTION 6. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 7. Governing Law, Entire Agreement, etc. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic communication (including ".pdf") shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

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

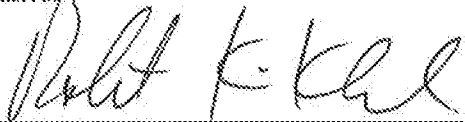
TOP KNOBS USA, INC.,
as a Grantor

By: 

Name: Robert Kevin Klebe

Title: Secretary and Treasurer

HARDWARE RESOURCES, INC.,
as a Grantor

By: 

Name: Robert Kevin Klebe

Title: Secretary and Treasurer

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: _____

Title: _____

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

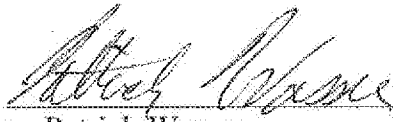
TOP KNOBS USA, INC.,
as a Grantor

By: _____
Name: _____
Title: _____

HARDWARE RESOURCES, INC.,
as a Grantor

By: _____
Name: _____
Title: _____


PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: Patrick Wasser
Title: Senior Vice President


Schedule I

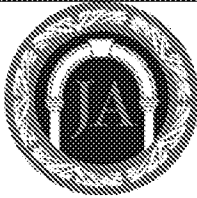
Registered Trademarks and Trademark Applications





Top Knobs USA, Inc.




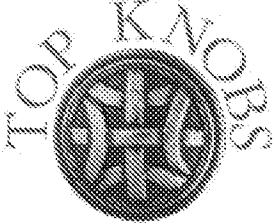
File No.	Mark	Location	S/N or Reg. No.	®/™	Status
41061.0304	TOP KNOBS	US	2,465,345	®	01-07-00 – Filed 07-03-01 – Registered 07-03-21 – Renewal due
41061.0305	PASSPORT	US	4,063,521	®	09-13-10 – Filed 11-29-11 – Registered 11-29-17 – 8&15 due 11-29-21 – Renewal Due
41061.0306	SANCTUARY	US	4,063,522	®	09-21-10 – Filed 11-29-11 – Registered 11-29-17 – 8&15 due 11-29-21 – Renewal Due
41061.0307	TOP KNOBS	CA	TMA597745	®	12-23-99 – Filed 12-16-03 – Registered 12-16-18 – Renewal due
41061.0282		US	4,263,176	®	05-23-11 – Filed 01-31-85 – First Use 12-25-12 – Registered 12-25-18 – Section 8&15 due 12-25-22 – Renewal due

Hardware Resources, Inc.

File No.	Mark	Location	S/N or Reg. No.	®/™	Status
41061.0107		US	3,591,304	®	09-12-06 – Filed 03-00-05 – Date of first use 03-17-09 – Registered 03-17-15 – Section 8&15 Due 03-17-19 – Renewal Due
41061.0108	VITUS	US	3,591,303	®	09-12-06 – Filed 03-00-05 – Date of first use 03-17-09 – Registered 03-17-15 – Section 8&15 Due 03-17-19 – Renewal Due

File No.	Mark	Location	S/N or Reg. No.	®/™	Status
41061.0109	Hardware HR Resources	US	3,449,585	®	09-12-06 -- Filed 09-00-99 -- Date of first use 06-17-08 -- Registered 06-17-14 -- Section 8&15 Due 06-17-18 -- Renewal Due
41061.0110	HR HARDWARE RESOURCES	US	3,385,613	®	09-12-06 -- Filed 09-00-99 -- Date of first use 02-19-08 -- Registered 02-19-14 -- Section 8&15 Due 02-19-18 -- Renewal Due
41061.0111	Hardware HR Resources	US	3,453,875	®	09-12-06 -- Filed 09-00-99 -- Date of first use 06-24-08 -- Registered 06-24-14 -- Section 8&15 Due 06-24-18 -- Renewal Due
41061.0112	HR HARDWARE RESOURCES	US	3,453,874	®	09-12-06 -- Filed 09-00-99 -- Date of first use 06-24-08 -- Registered 06-24-14 -- Section 8&15 Due 06-24-18 -- Renewal Due
41061.0113		US	3,373,150	®	09-13-06 -- Filed 06-00-04 -- Date of first use 01-22-08-- Registered 01-22-14 -- Section 8&15 Due 01-22-18 -- Renewal Due
41061.0114	JA	US	3,373,151	®	09-13-06 -- Filed 06-00-04 -- Date of first use 01-22-08 -- Registered 01-22-14 -- Section 8&15 Due 01-22-18 --Renewal Due
41061.0115	BUILDER RESOURCES WWW.CABINETKNOB.COM	LA	75400637	®	05-14-04 -- Date of first use 12-10-04 -- Registered 12-10-14 -- Renewal due

File No.	Mark	Location	S/N or Reg. No.	®/™	Status
41061.0180		US	3,603,645	®	11-19-07 – Filed 01-31-07 – Date of first use 04-07-09 – Registered 04-07-15 – Section 8&15 Due 04-17-19 – Renewal Due
41061.0181		US	3,838,313	®	11-19-07 – Filed 01-31-07 – Date of first use 08-24-10 – Registered 08-24-16 – Section 8&15 Due 08-24-20 – Renewal Due
41061.0199	LOCKSOLID	US	3,944,734	®	07-28-08 – Filed 12-03-08 – Date of first use 04-12-11 – Registered 04-12-17 – 8&15 due 04-12-21 – Renewal due
41061.0222		US	3,718,315	®	05-04-09 – Filed 03-31-09 – Date of first use 12-01-09 – Registered 12-01-15 – Section 8&15 Due 12-01-19 – Renewal Due
41061.0225	DUBOIS	US	3,883,777	®	07-08-09 – Filed 08-31-09 – Date of first use 11-30-10 – Registered 11-30-16 – Section 8&15 Due 11-30-20 – Renewal Due
41061.0226		US	3,883,778	®	07-08-09 – Filed 08-31-09 – Date of first use 11-30-10 – Registered 11-30-16 – Section 8&15 Due 11-30-20 – Renewal Due
41061.0227	DUBOIS	US	3,880,935	®	07-08-09 – Filed 08-31-09 – Date of first use 11-23-10 – Registered 11-23-16 – Section 8&15 Due 11-23-20 – Renewal

File No.	Mark	Location	S/N or Reg. No.	®/™	Status
41061.0228		US	3,880,936	®	Due 07-08-09 – Filed 08-31-09 – Date of first use 11-23-10 – Registered 11-23-16 – Section 8&15 Due 11-23-20 – Renewal Due
41061.0249		US	3,794,965	®	11-19-07 – Filed 01-01-07 – Date of first use 05-25-10 – Registered 05-25-16 – Section 8&15 Due 05-25-20 – Renewal Due
41061.0268		US	3,940,338	®	07-20-10 – Filed 03-31-05 – Date of first use 04-05-11 – Registered 04-05-17 – Section 8&15 Due 04-05-21 – Renewal Due
41061.0271	LOCKSOLID	US	3,878,156	®	07-28-10 – Filed 12-31-08 – Date of first use 09-30-10 – Registered 09-30-16 – Section 8&15 Due 09-30-20 – Renewal Due
41061.0277	FLIPLOCK	US	4,036,551	®	02-08-11 – Filed 05-31-10 – Date of first use 10-04-11 – Registered 10-04-17 – Section 8&15 Due 10-04-21 – Renewal Due
41061.0300	TOP KNOBS	CA	1546698		10-6-11 – Filed 01-16-13 – Published 03-16-13 – Opposition period ends Awaiting Registration
41061.0301		CA	1546697		10-6-11 – Filed 01-16-13 – Published 03-16-13 – Opposition period ends Awaiting Registration

Domain Names

topknobsusa.com

topknobs.com

hardwareresources.com