

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
CHF Industries, Inc.		05/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	6805 Morrison Blvd.
Internal Address:	Suite 100
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28211
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2163915	ABERDEEN
Registration Number:	2077672	CAMEO
Registration Number:	0923917	CAMEO
Registration Number:	0539954	CAMEO
Registration Number:	4018923	CAMEO
Registration Number:	3193470	CASA ROYAL
Registration Number:	2818297	CHF
Registration Number:	2756059	CHF & YOU
Registration Number:	2828503	CHF & YOU
Registration Number:	3610110	CURTAINWORKS
Registration Number:	3991264	DO LESS LAUNDRY
Registration Number:	3877410	DREAM FACTORY
Registration Number:	3800823	EASY-ON

CH \$940.00 2163915

Registration Number:	3473351	FLIP IT
Registration Number:	2847836	FREE SPIRIT
Registration Number:	3900689	FREE SPIRIT
Registration Number:	3904419	FREE SPIRIT
Registration Number:	3883538	GLAMOROUS
Registration Number:	3617476	GREEN GORILLA
Registration Number:	3695922	GREEN GORILLA
Registration Number:	2729985	IT'S ALL IN THE BAG
Registration Number:	0606488	JAKSON
Registration Number:	2128421	JAKSON
Registration Number:	1213294	JAKSON
Registration Number:	2855129	LOFT STYLE
Registration Number:	2471071	MY ROOM
Registration Number:	2632859	MY ROOM MY WAY
Registration Number:	4071298	ONE HOME
Registration Number:	3940939	PERI
Registration Number:	3057320	PERI HOMEWORKS COLLECTION
Registration Number:	3146497	PERI HOMEWORKS COLLECTION
Registration Number:	2031083	PERI HOMEWORKS COLLECTION
Registration Number:	3878055	POWER\$AVE
Registration Number:	2566047	SHOWER STUFFITS
Registration Number:	2716127	STUFFITS
Registration Number:	4259137	STYLE LOUNGE
Registration Number:	3930294	WICKWEAVE

CORRESPONDENCE DATA

Fax Number: 6785337772
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-681-5974
Email: mlg@phrd.com
Correspondent Name: Parker Hudson Rainer & Dobbs, LLP
Address Line 1: 285 Peachtree Center Avenue, N.E.
Address Line 2: 15th Floor - Mike Grove
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:

3717.233

NAME OF SUBMITTER:

Jonathan E. Bush

TRADEMARK

REEL: 005035 FRAME: 0178

/JEB/

Date:

05/24/2013

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this 24th day of May, 2013, between **REGIONS BANK**, an Alabama banking corporation having an office at 6805 Morrison Boulevard, Suite 100, Charlotte, North Carolina 28211 (together with its successors and assigns, "Lender"), and **CHF INDUSTRIES, INC.**, a Delaware corporation having its principal place of business at 8701 Red Oak Boulevard, Suite 400, Charlotte, North Carolina 28217 ("Company").

Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated of even date herewith (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and between Company and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time, pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitment.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.

4. Company covenants and agrees with Lender that:

(a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Lender's request, provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of Company;

(b) Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(c) Except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Lender and its employees and agents the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Company. If any deficiency shall arise, Company shall remain liable therefor.

10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of the Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Company **on demand** by

Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum rate of interest then applicable for Base Rate Loans.

12. Until Full Payment of all of the Obligations, Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings (subject to Company's reasonable discretion in the ordinary course of business), to file and prosecute lawsuits to enforce the Trademarks (subject to Company's reasonable discretion in the ordinary course of business) and to do any and all reasonable acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business. Company shall notify Lender in writing of material infringements of registered Trademarks detected by Company.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this Section 13.

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. To the fullest extent permitted by applicable law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

23. At such time as Company shall completely satisfy all of the Obligations and the Loan Agreement shall have been terminated, Lender shall promptly execute and deliver to Company all such releases and other instruments as may be necessary or proper to terminate Lender's security interest in the Trademarks.

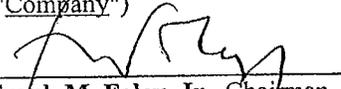
[Remainder of page intentionally left blank; signatures commence on following page.]

WITNESS the execution hereof under seal as of the date first above written.

ATTEST:


Camillo Faraone, Secretary

CHF INDUSTRIES, INC.
("Company")

By: 
Frank M. Foley, Jr., Chairman,
President and Chief Executive Officer

[CORPORATE SEAL]

[Signatures continued on following page.]

Accepted:

REGIONS BANK
("Lender")

By: 
Name: Amanda Watkins
Title: Vice President

EXHIBIT ATrademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
CASA ROYAL	CO	373586	23-Feb-2009
CASA ROYAL	CO	374.521	26-Feb-2009
CASA ROYAL	CO	373.587	23-Feb-2009
CASA ROYAL	CO	373588	23-Feb-2009
LOFT STYLE	CO	407.776	26-Aug-2010
LOFT STYLE	CO	407.777	26-Aug-2010
PERI	CO	373585	23-Feb-2009
PERI	CO	373584	23-Feb-2009
PERI	CO	373589	23-Feb-2009
ECOLIFE	GB	2524611	08-Jan-2010
PERI	GB	2542262	02-Jul-2010
ABERDEEN	US	2163915	09-Jun-1998
CAMEO	US	2077672	08-Jul-1997
CAMEO	US	0923917	16-Nov-1971
CAMEO	US	0539954	27-Mar-1951
CAMEO	US	4018923	30-Aug-2011
CASA ROYAL	US	3193470	02-Jan-2007
CHF	US	2818297	24-Feb-2004
CHF & YOU	US	2756059	26-Aug-2003
CHF & YOU (cl. 20, 21)	US	2828503	30-Mar-2004
CURTAINWORKS	US	3610110	21-Apr-2009
DO LESS LAUNDRY	US	3991264	05-Jul-2011
DREAM FACTORY	US	3877410	16-Nov-2010
EASY-ON	US	3800823	08-Jun-2010
FLIP IT	US	3473351	22-Jul-2008
FREE SPIRIT	US	2847836	01-Jun-2004
FREE SPIRIT	US	3900689	4-Jan-2011
FREE SPIRIT	US	3904419	11-Jan-2011
GLAMOROUS	US	3883538	30-Nov-2010
GREEN GORILLA	US	3617476	05-May-2009
GREEN GORILLA	US	3695922	13-Oct-2009
IT'S ALL IN THE BAG	US	2729985	24-Jun-2003
JAKSON	US	0606488	24-May-1955
JAKSON	US	2128421	13-Jan-1998
JAKSON	US	1213294	19-Oct-1982
LOFT STYLE	US	2855129	15-Jun-2004
MY ROOM	US	2471071	24-Jul-2001
MY ROOM MY WAY	US	2632859	08-Oct-2002
ONE HOME	US	4071298	13-Dec-2011
PERI	US	3940939	05-Apr-2011
PERI HOMEWORKS COLLECTION	US	3057320	07-Feb-2006
PERI HOMEWORKS COLLECTION	US	3146497	19-Sep-2006
PERI HOMEWORKS COLLECTION	US	2031083	14-Jan-1997
power\$ave	US	3878055	16-Nov-2010
SHOWER STUFFITS	US	2566047	30-Apr-2002
STUFFITS	US	2716127	13-May-2003
STYLE LOUNGE	US	4259137	11-Dec-12
WICKWEAVE	US	3930294	08-Mar-2011

Trademark Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial Number</u>	<u>Application Date</u>
ECOLIFE	US	77811948 *	25-Aug-2009
ECOLIFE HOME	US	77813793 *	27-Aug-2009

** Applications CHF has indicated will be abandoned.*

EXHIBIT B

Certificate

The undersigned officer of **CHF INDUSTRIES, INC.**, a Delaware corporation ("Company"), does hereby certify to **REGIONS BANK**, an Alabama banking corporation ("Lender"), that the quality of the products associated with the trademarks, trademark registrations, trade names and trademark applications listed on Exhibit A of that certain Trademark Security Agreement dated _____, 2013, between Company and Lender (as amended from time to time to include any additional trademarks, trademark registrations, trade names and trademark applications acquired by Company after the date thereof, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this _____ day of _____, 20____.

CHF INDUSTRIES, INC.
("Company")

By: _____
Name: _____
Title: _____