

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
Component Hardware Group, Inc.		07/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3270159	GREASE DEFENDER
Registration Number:	3074482	SANIGUARD
Registration Number:	3590253	CHG
Registration Number:	3539930	FLAME GARD
Registration Number:	3704105	SANIGUARD
Registration Number:	3512408	PROTECTION FOR LIFE
Registration Number:	3542938	
Registration Number:	3641903	SANIGUARD
Registration Number:	3820052	SANISHOWER
Registration Number:	3351018	CHG
Registration Number:	3306090	C
Registration Number:	3289757	ENCORE
Registration Number:	3658488	SANISHOWER
Registration Number:	3315760	ENCORE ELECTRONICS

CH \$740.00 3270159

Registration Number:	3999122	KEIL
Registration Number:	3868606	QUICK-TITE
Registration Number:	3806169	FLAME GARD
Registration Number:	3820821	FLAME GARD
Registration Number:	4045936	FLAME GARD
Registration Number:	4244832	COMPONENT HARDWARE
Registration Number:	4212353	COMPONENT HARDWARE
Serial Number:	85380064	KEIL
Registration Number:	4247543	KEIL
Registration Number:	4052432	COMPONENT HARDWARE
Serial Number:	85270719	COMPONENT HARDWARE
Registration Number:	4106934	COMPONENT HARDWARE
Registration Number:	4184050	COMPONENT HARDWARE
Registration Number:	3961501	TOP-LINE
Registration Number:	3965420	BRITE GARD

**CORRESPONDENCE DATA**

Fax Number: 3129021061  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312.577.8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-608
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	07/01/2013

**Total Attachments: 7**  
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2013, is made by Component Hardware Group, Inc., a Delaware corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### **WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks and IP Licenses referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

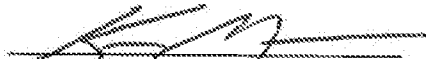
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**COMPONENT HARDWARE GROUP, INC.,**  
as Grantor

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Agent

By:   
Name: Kevin R. Marchetti  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**U. S. Registered Trademarks and U. S. Trademark Applications**

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
GREASE DEFENDER	78788732	01/10/2006	3270159	07/24/2007	Component Hardware Group, Inc.
SANIGUARD	78387960	03/20/2004	3074482	03/28/2006	Component Hardware Group, Inc.
CHG & Design	77446916	04/13/2008	3590253	03/17/2009	Component Hardware Group, Inc.
FLAME GARD	77441954	04/07/2008	3539930	12/02/2008	Component Hardware Group, Inc.
SANIGUARD & Design	77441698	04/07/2008	3704105	11/03/2009	Component Hardware Group, Inc.
PROTECTION FOR LIFE	77438038	04/02/2008	3512408	10/07/2008	Component Hardware Group, Inc.
Design Only	77412918	03/04/2008	3542938	12/09/2008	Component Hardware Group, Inc.
SANIGUARD	77412838	03/04/2008	3641903	06/23/2009	Component Hardware Group, Inc.
SANISHOWER	77173214	05/04/2007	3820052	07/20/2010	Component Hardware Group, Inc.
CHG	77090021	01/24/2007	3351018	12/11/2007	Component Hardware Group, Inc.
C & Design	77090145	01/24/2007	3306090	10/09/2007	Component Hardware Group, Inc.
ENCORE	77053204	11/29/2006	3289757	09/11/2007	Component Hardware Group, Inc.
SANISHOWER	77053017	11/29/2006	3658488	07/21/2009	Component Hardware Group, Inc.
ENCORE ELECTRONICS	77053294	11/29/2006	3315760	10/23/2007	Component Hardware Group, Inc.
KEIL & Design	77955535	03/10/2010	3999122	07/19/2011	Component Hardware Group, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
QUICK-TITE	77872183	11/13/2009	3868606	10/26/2010	Component Hardware Group, Inc.
FLAME GUARD	77843331	10/07/2009	3806169	06/22/2010	Component Hardware Group, Inc.
FLAME GUARD & Design	77843356	10/07/2009	3820821	07/20/2010	Component Hardware Group, Inc.
FLAME GUARD & Design	77842548	10/06/2009	4045936	10/25/2011	Component Hardware Group, Inc.
COMPONENT HARDWARE Design	85533620	02/03/2012	4244832	11/20/2012	Component Hardware Group, Inc.
COMPONENT HARDWARE Design	85273534	03/22/2011	4212353	09/25/2012	Component Hardware Group, Inc.
KEIL Design	85380064	07/25/2011	N/A	N/A	Component Hardware Group, Inc.
KEIL Design	85977680	07/25/2011	4247543	11/20/2012	Component Hardware Group, Inc.
COMPONENT HARDWARE Design	85272651	03/21/2011	4052432	11/08/2011	Component Hardware Group, Inc.
COMPONENT HARDWARE Design	85270719	03/18/2011	N/A	N/A	Component Hardware Group, Inc.
COMPONENT HARDWARE Design	85976132	03/18/2011	4106934	02/28/2012	Component Hardware Group, Inc.
COMPONENT HARDWARE Design	85270434	03/18/2011	4184050	07/31/2012	Component Hardware Group, Inc.
TOP-LINE	85130151	09/15/2010	3961501	05/17/2011	Component Hardware Group, Inc.
BRITE GARD	85131277	09/16/2010	3965420	05/24/2011	Component Hardware Group, Inc.

### U.S. Unregistered Trademarks

Mark
Duro
Quick Corner
DrainMaster
Quik Flo
Sink Mate
Kool Grip



Mark
Qwik-Wash
Quik-Fil
Safe-T-Vu
Close-Master
Snugger
SANIGRASP
Fire Marshal
Fire Chief
Fire Guardian
SAFE-T-HINGE

### Canadian Trademarks

Canadian Trademarks				
Application Number	Registration Number	MARK NAME	Status	Registrant
1495713	TMA846926	ENCORE	Registered	Component Hardware Group, Inc.
1495873	TMA848881	KEIL	Registered	
1496343	TMA837267	TOP-LINE	Registered	
-	TMA819421	SANIGUARD	Registered	
-	TMA819416	SWIRL DESIGN (color)	Registered	
1496543	TMA819422	SANIGUARD & Design	Registered	
1528848	-	COMPONENT HARDWARE & Design	Searched	
1528857	TMA834766	COMPONENT HARDWARE & Design (color)	Registered	
1525851	-	COMPONENT HARDWARE & Design	Searched	
1525852	-	COMPONENT HARDWARE & Design (color)	Searched	
-	TMA849955	BRITE GARD	Registered	
1494046	-	FLAME GARD & Design (color)	Opposed	

### Other Foreign Trademarks & Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner	Status
SANI-GUARD - Taiwan	094029186	06/17/2005	01194302	02/01/2006	Component Hardware Group, Inc.	Registered
SANI-GUARD - China	4221708	08/16/2004	4726233	4/14/2008	Component Hardware Group, Inc.	Registered
SANI-GUARD - Taiwan	09303711	08/10/2004	01153867	05/16/2005	Component Hardware Group, Inc.	Registered

### European Unregistered Trademarks

Mark
CHG Europe BV
CHG
Component Hardware

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