

## 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             |
| Brighton-Best International, Inc.   |                                     | 08/30/2013                               | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA  |                                     |  |                         |
| Name:   | PNC Bank, National Association      |  |                         |
| Street Address:   | 2 North Lake Avenue, Suite 440      |  |                         |
| City:   | Pasadena                            |  |                         |
| State/Country:  | CALIFORNIA                          |  |                         |
| Postal Code:  | 91101                               |  |                         |
| Entity Type:  | National Association: UNITED STATES |  |                         |
| PROPERTY NUMBERS Total: 4   |                                     |  |                         |
| Property Type   | Number                              | Word Mark                                |                         |
| Registration Number:  | 3835996                             | BBI                                      |                         |
| Registration Number:  | 1073456                             | BRIGHTON BEST QUALITY PRODUCTS B-RIGHT-O |                         |
| Registration Number:  | 2489108                             | L9                                       |                         |
| Registration Number:  | 3243769                             | TESTED, TRIED AND TRUE                   |                         |
| CORRESPONDENCE DATA   |                                     |  |                         |
| Fax Number:   | 2136305601                          |  |                         |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                     |  |                         |
| Phone:  | 2138910700                          |  |                         |
| Email:  | wwolff@buchalter.com                |  |                         |
| Correspondent Name:   | William Wolff c/o Buchalter Nemer   |  |                         |
| Address Line 1:   | 1000 Wilshire Boulevard, Suite 1500 |  |                         |
| Address Line 4:   | Los Angeles, CALIFORNIA 90017       |  |                         |
| ATTORNEY DOCKET NUMBER:   | E0662-0004                          |  |                         |
| NAME OF SUBMITTER:  | William Wolff                       |  |                         |

CH \$115.00 3835996

TRADEMARK

|   |                 |
|---|-----------------|
| Signature:  | /William Wolff/ |
| Date:   | 09/05/2013      |
| <b>Total Attachments: 8</b><br>source=BBI Trademark Security Agreement - Final#page1.tif<br>source=BBI Trademark Security Agreement - Final#page2.tif<br>source=BBI Trademark Security Agreement - Final#page3.tif<br>source=BBI Trademark Security Agreement - Final#page4.tif<br>source=BBI Trademark Security Agreement - Final#page5.tif<br>source=BBI Trademark Security Agreement - Final#page6.tif<br>source=BBI Trademark Security Agreement - Final#page7.tif<br>source=BBI Trademark Security Agreement - Final#page8.tif |                 |

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 30, 2013, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent and a Joint Book Runner (together with its successors and assigns in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of August 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Brighton-Best International, Inc., a California corporation ("Borrower"), the lenders from time to time party thereto (the "Lenders"), East West Bank, as Administrative Agent, Sole Arranger, and a Joint Book Runner, HSBC Bank USA, National Association, as a Joint Book Runner, Bank of Taiwan, as Syndication Agent, and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations,

whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or

in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of page intentionally left blank; signature page follows.]*

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.

GRANTOR:

**BRIGHTON-BEST INTERNATIONAL, INC.**  
a California corporation

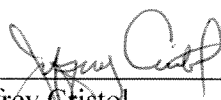
By: 

Name: Robert Shieh

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Jeffrey Cristol  
Title: Senior Vice President

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005105 FRAME: 0941**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

See attached.



**Schedule I**  
**To Trademark Security Agreement**  
Case Tracking System  
**All Cases Summary Report**

Date: August 30, 2013

| <u>Case Number</u> | <u>Case Type</u>  | <u>Country</u> | <u>Priority Case Number</u> | <u>Client Name, Client Case #</u>                             | <u>Status, Filing Date, App. Serial No., Pub No. &amp; Date</u>              | <u>Pat/Reg No., Issue/Reg Date</u>            | <u>Title</u>   | <u>#</u> |
|--------------------|-------------------|----------------|-----------------------------|---|--|---|--|----------|
| 1268/301           | US Trademark      | US             |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 5/8/2009<br>Serial #: 77732,745<br>Conf #: None | Registered:<br>8/17/2010<br>Reg. #: 3,835,996 | Title: BBI (Wordmark)  | 1        |
| 1268/312-EPO       | Foreign Trademark | EPO            |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 4/1/1996<br>Serial #: None<br>Conf #: None      | Registered:<br>3/30/1998<br>Reg. #: 000077784 | Title: B-Right-On Quality Products<br>Brighton Best Founded 1925<br>(Design) | 2        |
| 1268/313-EPO       | Foreign Trademark | EPO            |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 5/24/2000<br>Serial #: None<br>Conf #: None     | Registered:<br>9/27/2001<br>Reg. #: 001672690 | Title: L9 (Design)   | 3        |
| 1268/314-BRAZIL    | Foreign Trademark | Brazil         |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: No Date<br>Serial #: None<br>Conf #: None       | Registered: No Date<br>Reg. #: 817962220      | Title: Brighton Best B-Right On<br>(Design)                                  | 4        |
| 1268/315-AUSTRALIA | Foreign Trademark | Australia      |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: No Date<br>Serial #: None<br>Conf #: None       | Registered:<br>5/19/2000<br>Reg. #: 835852    | Title: L9 (Design)   | 5        |
| 1268/316-CANADA    | Foreign Trademark | Canada         |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 8/20/1976<br>Serial #: 0401428<br>Conf #: None  | Registered:<br>8/25/1978<br>Reg. #: 229,871   | Title: Brighton Best Quality<br>Products B-Right On Founded 1925<br>(Design) | 6        |
| 1268/317-CANADA    | Foreign Trademark | Canada         |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 10/3/1978<br>Serial #: 0430505<br>Conf #: None  | Registered:<br>3/14/1980<br>Reg. #: 241,240   | Title: L9 (Design)   | 7        |
| 1268/318-CANADA    | Foreign Trademark | Canada         |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 12/22/1999<br>Serial #: 1040685<br>Conf #: None | Registered:<br>10/28/2002<br>Reg. #: 569,673  | Title: L9 (Design)   | 8        |
| 1268/319-MEXICO    | Foreign Trademark | Mexico         |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 6/13/2000<br>Serial #: 430639<br>Conf #: None   | Registered:<br>8/28/2000<br>Reg. #: 668936    | Title: L9 (Design)   | 9        |

**Schedule I**  
**To Trademark Security Agreement**  
Case Tracking System  
**All Cases Summary Report**

Date: August 30, 2013

| <u>Case Number</u> | <u>Case Type</u> | <u>Country</u> | <u>Priority Case Number</u> | <u>Client Name, Client Case #</u>                             | <u>Status, Filing Date,</u>   |   |  | <u>#</u> |
|--------------------|------------------|----------------|-----------------------------|---|---|---|--|----------|
|                    |                  |                |                             |   | <u>App. Serial No. Pub No. &amp; Date</u>                                       | <u>Pat/Reg No., Issue/Reg Date</u>            | <u>Title</u>   |          |
| 1268/320           | US<br>Trademark  | US             |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 4/16/1976<br>Serial #: 73/084,191<br>Conf #: None  | Registered:<br>9/20/1977<br>Reg. #: 1,073,456 | Title: Brighton Best Quality Products B-Right-On Founded 1925 (Logo) | 10       |
| 1268/321           | US<br>Trademark  | US             |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 12/13/1999<br>Serial #: 75/869,962<br>Conf #: None | Registered:<br>9/11/2001<br>Reg. #: 2,489,108 | Title: L9 (Logo)   | 11       |
| 1268/322           | US<br>Trademark  | US             |                             | Brighton-Best International, Inc.(1268)<br>No Client Case No. | Status: Registered<br>Filed: 9/20/2005<br>Serial #: 78/716,735<br>Conf #: None  | Registered:<br>5/22/2007<br>Reg. #: 3,243,769 | Title: Tested, Tried & True (Logo)                                   | 12       |