

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
Laromark Intermediate Holding Corporation		09/24/2013	CORPORATION: DELAWARE
MXD Group, Inc.		09/24/2013	CORPORATION: CALIFORNIA
HD Holdings, Inc.		09/24/2013	CORPORATION: DELAWARE
Homedirect, Inc.		09/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Garrison Loan Agency Services LLC
Street Address:	1290 Avenue of the Americas
Internal Address:	Suite 914
City:	New York
State/Country:	NEW YORK
Postal Code:	10104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3534559	HOMEDIRECT
Registration Number:	3534557	HOMEDIRECT PASSPORT
Registration Number:	1281891	TIMELOK
Registration Number:	2913669	BRINGING IT HOME
Registration Number:	3726289	DIRECT RECOVERY
Registration Number:	3039509	HOMEDIRECT USA
Registration Number:	3819008	HOMEDIRECT EXPRESS BRINGING IT HOME. FAS
Registration Number:	4016787	HOMEDIRECT EXPRESS BRINGING IT HOME. FAS
Registration Number:	2446550	WE DELIVER ON YOUR REPUTATION

CORRESPONDENCE DATA

900267144

TRADEMARK
 REEL: 005117 FRAME: 0637

OP \$240.00 3534559

Fax Number: 2149649501

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

Phone: 214-964-9462

Email: sarah.ochsankehl@hklaw.com

Correspondent Name: Sarah A. Ochsankehl

Address Line 1: Holland & Knight LLP

Address Line 2: 300 Crescent Court, Suite 1100

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	113658-8/MADREWS
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NAME OF SUBMITTER:	Sarah Ochsankehl
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Signature:	/Sarah Ochsankehl/
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Date:	09/25/2013
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of September, 2013, by and among the Persons listed on the signature pages hereof as "Grantors" (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GARRISON LOAN AGENCY SERVICES LLC**, a Delaware limited liability company ("GLAS"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May September 24, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **LAROMARK INTERMEDIATE HOLDING CORPORATION**, a Delaware corporation ("Parent"), **MXD GROUP, INC.**, a California corporation ("MXD") (formerly known as Exel Direct Inc.), **HD MERGER CO.**, a Delaware corporation ("Merger Sub") (which on the Closing Date shall be merged with and into **HD HOLDINGS, INC.**, a Delaware corporation ("HD Holdings"), with HD Holdings surviving the merger and becoming a "Borrower" under the Credit Agreement, and also with **HOMEDIRECT, INC.**, a Delaware corporation ("HomeDirect" and together with HD Holdings and MXD, collectively, the "Borrowers") becoming a "Borrower" under the Credit Agreement after such merger, the Subsidiaries of Parent (other than Borrowers) party thereto as guarantors, the lenders party thereto (such lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Security Agreement, dated as of September 24, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. This Trademark Security Agreement is a Loan Document.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all Trademarks and all Trademark Intellectual Property Licenses, including, without limitation, any of the foregoing referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interests therein would impair the validity or enforceability of such intent to use trademark applications under the applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of each Grantor. 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 and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart

of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

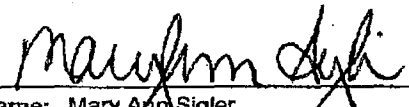
7. **CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN **SECTION 23** OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

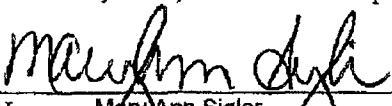
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

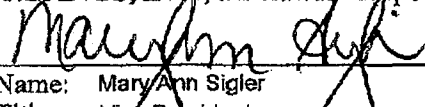
LAROMARK INTERMEDIATE HOLDING CORPORATION, a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: Vice President

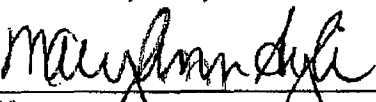
MXD GROUP, INC., a California corporation

By: 
Name: Mary Ann Sigler
Title: Vice President

HD HOLDINGS, INC., a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: Vice President

HOMEDIRECT, INC., a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

25854197

TRADEMARK
REEL: 005117 FRAME: 0642

GARRISON LOAN AGENCY SERVICES LLC

By: 

Name:

BRIAN CHASE

Title:

CHIEF OPERATING OFFICER

TRADEMARK

REEL: 005117 FRAME: 0643

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Please see attached.

HomeDirect, Inc. Trademarks

Aug 26, 2013 4:08:45 PM

Results for:

File Number Starts with '52042-8'

FILE NUMBER	COUNTRY NAME	MARK / TITLE	REGISTRATION DATE	REGISTRATION NUMBER	DATE FILED	SERIAL NUMBER	STATUS	NEXT DATE VALUE	NEXT DATE NAME
52042-8012	United States of America	HOMEDIRECT	Nov 18, 2008	3534559	Dec 1, 2006	77055244	Registered	Nov 18, 2013	Sec 8 and/or 15 Filing Window Opens
52042-8013	United States of America	HOMEDIRECT PASSPORT	Nov 18, 2008	3534557	Dec 1, 2006	77055236	Registered	Nov 18, 2013	Sec 8 and/or 15 Filing Window Opens
52042-8003	United States of America	TIMELOK	Jun 12, 1984	1281891	Apr 7, 1983	73420547	Registered	Dec 12, 2013	Sec 8/9 Renewal Deadline in 6 mos
52042-8001	United States of America	BRINGING IT HOME	Dec 21, 2004	2913669	Mar 11, 2003	76499378	Registered	Dec 21, 2013	Sec 8/9 Renewal Window Opens
52042-8019	United States of America	DIRECT RECOVERY	Dec 15, 2009	3726289	Jul 9, 2008	77518011	Registered	Dec 15, 2014	Sec 8 and/or 15 Filing Window Opens
52042-8010	United States of America	HOMEDIRECT USA and Design	Jan 10, 2006	3039509	Nov 1, 2004	76618650	Registered	Jan 10, 2015	Sec 8/9 Renewal Window Opens
52042-8020	United States of America	HOMEDIRECT EXPRESS BRINGING IT HOME. FASTER! and Arrow Design	Jul 13, 2010	3819008	Jul 9, 2008	77518035	Registered	Jul 13, 2015	Sec 8 and/or 15 Filing Window Opens
52042-8028	United States of America	HOMEDIRECT EXPRESS BRINGING IT HOME. FASTER. GUARANTEED. and Design	Aug 23, 2011	4016787	May 5, 2010	85030844	Registered	Aug 23, 2016	Sec 8 and/or 15 Filing Window Opens
52042-8000	US-California	TIMELOK	Apr 15, 2003	16249			Registered	Oct 15, 2017	Renewal Due in 6 months
52042-8012	United States of America	HOMEDIRECT	Nov 18, 2008	3534559	Dec 1, 2006	77055244	Registered	Nov 18, 2017	Sec 8/9 Renewal Window Opens
52042-8013	United States of America	HOMEDIRECT PASSPORT	Nov 18, 2008	3534557	Dec 1, 2006	77055236	Registered	Nov 18, 2017	Sec 8/9 Renewal Window Opens
52042-8019	United States of America	DIRECT RECOVERY	Dec 15, 2009	3726289	Jul 9, 2008	77518011	Registered	Dec 15, 2018	Sec 8/9 Renewal Window Opens
52042-8020	United States of America	HOMEDIRECT EXPRESS BRINGING IT HOME. FASTER!	Jul 13, 2010	3819008	Jul 9, 2008	77518035	Registered	Jul 13, 2019	Sec 8/9 Renewal Window Opens

HomeDirect, Inc. Trademarks

FILE NUMBER	COUNTRY NAME	MARK / TITLE	REGISTRATION DATE	REGISTRATION NUMBER	DATE FILED	SERIAL NUMBER	STATUS	NEXT DATE VALUE	NEXT DATE NAME
52042-8016	China	and Arrow Design HomeDirect	Apr 7, 2010	6091922	Jun 4, 2007	6091922	Registered	Oct 6, 2019	Renewal Due in 6 mos
52042-8017	China	HomeDirect Passport	May 21, 2010	6091921	Jun 4, 2007	6091921	Registered	Nov 20, 2019	Renewal Due in 6 months
52042-8006	United States of America	WE DELIVER ON YOUR REPUTATION	Apr 24, 2001	2446550	May 19, 2000	76051822	Registered	Apr 24, 2020	Sec 8/9 Renewal Window Opens
52042-8030	United Kingdom	HOMEDIRECT and Logo	Nov 18, 2010	2564825	Nov 18, 2010	2564825	Registered	May 18, 2020	Renewal Due in 6 months
52042-8028	United States of America	HOMEDIRECT EXPRESS BRINGING IT HOME. FASTER. GUARANTEED. and Design	Aug 23, 2011	4016787	May 5, 2010	85030844	Registered	Aug 23, 2020	Sec 8/9 Renewal Window Opens
52042-8008	Canada	HOMEDIRECT USA and Design	Oct 28, 2005	651862	Sep 23, 2004	1232011	Registered	Oct 28, 2020	Renewal Due
52042-8007	Canada	HOMEDIRECT CANADA and Design	Oct 31, 2005	651957	Sep 23, 2004	1232012	Registered	Oct 31, 2020	Renewal Due
20 results displayed.									