

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
HomeDirect, Inc.		09/24/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

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

CORRESPONDENCE DATA

Fax Number: 2027393001  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 202-739-5652  
 Email: chowell@morganlewis.com

CH \$240.00 1281891

Correspondent Name: Catherine R. Howell, Senior Paralegal  
Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU  
Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058438-14.0473
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	09/26/2013

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 Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and each Bank Product Provider (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement dated as of 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. (formerly known as Exel Direct Inc.), a California corporation ("MXD"), HomeDirect, Inc., a Delaware corporation ("HomeDirect"), each of Parent's other Subsidiaries identified on the signature pages thereto (such Subsidiaries, collectively with MXD, HomeDirect and each other Subsidiary of Parent that becomes a party thereto after the date hereof in accordance with the terms thereof, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement, dated as of September [ ], 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement");

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 Guaranty and 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 Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, 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 of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those 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 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 interest therein would impair the validity or enforceability of such intent-to-use trademark applications under 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 other members of the Lender Group, the Bank Product Providers 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 and the Bank Product Providers, pursuant to the Guaranty and 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and 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 such 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 is a Loan Document. 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 AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. 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 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages follow.]

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

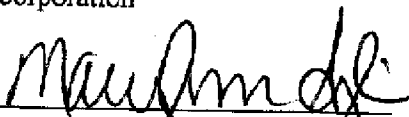
**GRANTOR:**

**HOMEDIRECT, INC.,**  
a Delaware corporation

By:

Name:

Title:

  
\_\_\_\_\_  
Mary Ann Sigler  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_

[Signature page to Trademark Security Agreement]

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**TRADEMARK**  
**REEL: 005118 FRAME: 0747**

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
a national banking association

By: Chris Heckman  
Name: Chris Heckman  
Its Authorized Signatory

[Signature page to Trademark Security Agreement]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
HomeDirect, Inc.	United States of America	HOMEDIRECT	3534559	Nov 18, 2008
HomeDirect, Inc.	United States of America	HOMEDIRECT PASSPORT	3534557	Nov 18, 2008
HomeDirect, Inc.	United States of America	TIMELOK	1281891	Jun 12, 1984
HomeDirect, Inc.	United States of America	BRINGING IT HOME	2913669	Dec 21, 2004
HomeDirect, Inc.	United States of America	DIRECT RECOVERY	3726289	Dec 15, 2009
HomeDirect, Inc.	United States of America	HOMEDIRECT USA and Design	3039509	Jan 10, 2006
HomeDirect, Inc.	United States of America	HOMEDIRECT EXPRESS BRINGING IT HOME. FASTER! and Arrow Design	3819008	Jul 13, 2010
HomeDirect, Inc.	United States of America	HOMEDIRECT EXPRESS BRINGING IT HOME. FASTER. GUARANTEED and Design	4016787	Aug 23, 2011
HomeDirect, Inc.	United States of America— California	TIMELOK	16249	Apr 15, 2003
HomeDirect, Inc.	United States of America	HOMEDIRECT	3534559	Nov 18, 2008
HomeDirect, Inc.	United States of America	HOMEDIRECT PASSPORT	3534557	Nov 18, 2008
HomeDirect, Inc.	United States of America	DIRECT RECOVERY	3726289	Dec 15, 2009
HomeDirect, Inc.	United States of	HOMEDIRECT EXPRESS BRINGING IT HOME. FASTER! and Arrow Design	3819008	Jul 13, 2010



Inc.	America			
HomeDirect, Inc.	China	HomeDirect	6091922	Apr 7, 2010
HomeDirect, Inc.	China	HomeDirect Passport	6091921	May 21, 2010
HomeDirect, Inc.	United States of America	WE DELIVER ON YOUR REPUTATION	2446550	Apr 24, 2001
HomeDirect, Inc.	United Kingdom	HOMEDIRECT and Logo	2564825	Nov 18, 2010
HomeDirect, Inc.	United States of America	HOMEDIRECT EXPRESS BRINGING IT HOME. FASTER. GUARANTEED. and Design	4016787	Aug 23, 2011
HomeDirect, Inc.	Canada	HOMEDIRECT USA and Design	651862	Oct 28, 2005
HomeDirect, Inc.	Canada	HOMEDIRECT CANADA and Design	651957	Oct 31, 2005

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.

**Domain Names**

homedirectcanada.com

homedirectexpress.com

heirloomsdirect.com

homedirectrecovery.com

hdusadirectware.com  
homedirectgreatbritain.uk.com  
homedirectunitedkingdom.uk.com  
homedirectgreatbritain.uk.com  
homedirectunitedkingdom.uk.com  
hdusadirectware.com  
hdusadirectware.com  
homedirectusa.net  
heirloomsdirect.com  
homedirectrecovery.com  
homedirectexpress.com  
homedirectusa.com  
homedirectgreatbritain.com  
homedirectunitedkingdom.com  
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