

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
Design Hardware, LLC		11/14/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MDDH Holdings, LLC
Street Address:	3811 West Chester Pike, Building 2, Suite 100
Internal Address:	c/o Inverness Graham Investments, Inc.
City:	Newtown Square
State/Country:	PENNSYLVANIA
Postal Code:	19073
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Madison Capital Funding LLC
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2957767	DESIGN HARDWARE

CORRESPONDENCE DATA

Fax Number: 2165790212
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (216) 586-7021
 Email: dpuljic@jonesday.com

900271973

**TRADEMARK
 REEL: 005154 FRAME: 0439**

CH \$40.00 2957767

Correspondent Name: Daniel Puljic / JONES DAY
Address Line 1: 901 Lakeside Avenue
Address Line 2: North Point
Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER:	108344-600016 (2 OF 3)
NAME OF SUBMITTER:	Daniel Puljic
Signature:	/Daniel Puljic/
Date:	11/14/2013

Total Attachments: 5

source=Mesker - Trademark Security Agreement (Design Hardware)#page1.tif
source=Mesker - Trademark Security Agreement (Design Hardware)#page2.tif
source=Mesker - Trademark Security Agreement (Design Hardware)#page3.tif
source=Mesker - Trademark Security Agreement (Design Hardware)#page4.tif
source=Mesker - Trademark Security Agreement (Design Hardware)#page5.tif

TRADEMARK SECURITY AGREEMENT
**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Design Hardware, LLC, a Delaware limited liability company (herein referred to as “Grantor”), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of November 14, 2013 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”), among MDDH Holdings, LLC, a Delaware limited liability company, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Madison Capital Funding LLC, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of November 13, 2013 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”), among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14 day of November, 2013.

DESIGN HARDWARE, LLC


By: 
Name: Aaron Schwartz
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement -- Design Hardware, LLC

TRADEMARK
REEL: 005154 FRAME: 0443

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: Jennifer Cotton
Title: Senior Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 005154 FRAME: 0444**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

United States Trademarks:

Trademark Title	Trademark Application Number	Trademark Registration Number	Application Date	Registration Date
DESIGN HARDWARE	76/543,298	2,957,767	9/8/2003	5/31/2005

TRADEMARK APPLICATIONS

N/A

TRADEMARK LICENSES

N/A