

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
HABAND COMPANY LLC		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TCW Direct Lending, a division of TCW Special Situations, LLC, as Collateral Agent
Street Address:	200 Clarendon Street, 51st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86067345	INSTADRY
Serial Number:	85798726	COMFORT CORNER
Serial Number:	85768429	JACK FROST
Serial Number:	77777616	GOLD COAST
Serial Number:	77807284	H SALON BY HABAND!
Serial Number:	77777700	MOON BEAMS
Serial Number:	77777655	LION'S DEN
Serial Number:	77777639	FIT FOREVER
Serial Number:	77777631	ACTIVE JOE
Serial Number:	76357469	HABAND
Serial Number:	76596792	HEALTHRITE
Serial Number:	76527698	ADJUST-O-PEDIC
Serial Number:	75897002	JACK FROST
Serial Number:	75896703	HABAND TRAVELERS

TRADEMARK

Serial Number:	75897003	ADRIAN DELAFIELD
Serial Number:	75896702	EXECUTIVE DIVISION
Serial Number:	75896701	CASUAL JOE
Serial Number:	75896700	STAG HILL
Serial Number:	74271881	AMERICAN SWEETHEART

CORRESPONDENCE DATA

Fax Number: 3123322196
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.863.7266
Email: justin.debruyne@goldbergkohn.com
Correspondent Name: Justin DeBruyne
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7129.006
NAME OF SUBMITTER:	Justin DeBruyne
Signature:	/justin debruyne/
Date:	12/20/2013

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2013, by the undersigned pledgors (individually a "Pledgor" and collectively, the "Pledgors"), in favor of TCW Direct Lending, a division of TCW Special Situations, LLC, in its capacity as Collateral Agent (together with any successors in such capacity, the "Collateral Agent").

WITNESSETH:

Whereas, the Pledgors are party to a Pledge and Security Agreement dated December 20, 2013 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement and the Financing Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than any Contingent Indemnity Obligation) and termination of the Security

Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Collateral under this Trademark Security Agreement.

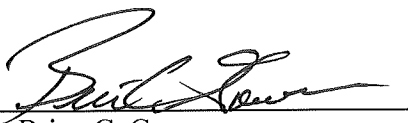
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUCTED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

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

HABAND COMPANY LLC

By: 
Name: Brian C. Gowen
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of
TCW Special Situations, LLC,
as Collateral Agent

By: _____
Name: _____
Title: _____

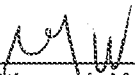
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HABAND COMPANY LLC

By: _____
Name: Brian C. Gowen
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

TCW Direct Lending, a division of
TCW Special Situations, LLC,
as Collateral Agent

By:  _____
Name: Matthew J. Whitcomb
Title: Managing Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
INSTADRY	86067345	N/A	N/A
COMFORT CORNER	85798726	N/A	N/A
JACK FROST	85768429	N/A	N/A
GOLD COAST	77777616	4238018	11/6/2012
H SALON BY HABAND!	77807284	3798720	6/8/2010
MOON BEAMS	77777700	3749522	2/16/2010
LION'S DEN	77777655	3836754	8/24/2010
FIT FOREVER	77777639	3830498	8/10/2010
ACTIVE JOE	77777631	3808389	6/22/2010
HABAND	76357469	2712960	5/6/2003
HEALTHRITE	76596792	3101303	6/6/2006
ADJUST-O-PEDIC	76527698	2907808	12/7/2004
JACK FROST	75897002	2622820	9/24/2002
HABAND TRAVELERS	75896703	2535540	2/5/2002
ADRIAN DELAFIELD	75897003	2457019	6/5/2001
EXECUTIVE DIVISION	75896702	2494007	10/2/2001
CASUAL JOE	75896701	2457017	6/5/2001
STAG HILL	75896700	2457016	6/5/2001
AMERICAN SWEETHEART	74271881	1797101	10/5/1993