

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
Senco Brands, Inc.		12/26/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 South LaSalle Street, Suite 927		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85862758	PROHEAD	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	Humberto Aquino c/o Katten Muchin		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	340027-10		
NAME OF SUBMITTER:	Humberto Aquino		
Signature:	/Humberto Aquino/		
Date:	12/27/2013		

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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Security Agreement**”) made as of this 26th day of December, 2013, by SENCO BRANDS, INC., a Delaware corporation (“**Borrower**”), in favor of BANK OF AMERICA, N.A., a national banking association with an office at 135 South LaSalle Street, Suite 927, Chicago, Illinois 60603, as agent for the Lenders (as defined in the Loan Agreement described below) (“**Agent**”).

W I T N E S S E T H

WHEREAS, Borrower, Agent and certain entities are parties to a certain Second Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the “**Loan Agreement**”) and the other Loan Documents (as defined in the Loan Agreement), which Loan Documents provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), of a security interest in certain of Borrower’s assets, including, without limitation, its trademarks and trademark applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in Borrower’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications, to the extent the granting of a security interest hereunder shall in any way affect the validity or enforceability of any such application) in connection therewith including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower’s business connected with the use of and symbolized by the Trademarks; and all products and proceeds of the foregoing. Notwithstanding anything contained in this Security Agreement to the contrary, Borrower has not granted any security interest in, and the Trademarks shall not include or be deemed to include, any Excluded Assets until such time, as any, as such applicable items shall cease to be Excluded Assets.

3. Warranties and Representations. Borrower warrants and represents to Agent that, as of the Closing Date:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part, and each such Trademark is presently subsisting; and

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, covenants by Borrower not to sue third persons.

4. New Trademarks. Borrower represents and warrants that the Trademarks listed on Schedule A and the other schedules previously delivered to Agent constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than “intent to use” applications, to the extent the granting of a security interest hereunder shall in any way affect the validity or enforceability of any such application) owned by Borrower as of the date hereof. If, before the Obligations shall have been satisfied in full (other than contingent indemnification obligations for which no claims shall have been asserted) or before the Loan Documents have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the above provisions of this Security Agreement shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

5. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of the Obligations (other than contingent indemnification Obligations for which no claims shall have been asserted) and the termination of the Loan Documents. Borrower agrees that upon the occurrence of an Event of Default and during the continuance thereof, the use by Agent, including through sublicense, of each and all Trademarks shall be without any liability for royalties or other related charges from Agent to Borrower.

6. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, as Borrower deems reasonably appropriate for the continuance of its business. Upon the occurrence of an Event of Default and during the continuance thereof, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

7. Release of Security Interests. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations (other than contingent indemnification Obligations for which no claims shall have been asserted) and termination of the Loan Documents, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All reasonable invoiced out-of-

pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

9. Duties of Borrower. As Borrower deems reasonably appropriate in the normal conduct of its business and consistent with past practices (and provided that Borrower shall not have any duty or obligation with respect to any Intellectual Property to the extent the same is deemed to be immaterial to Borrower's business as determined by Borrower in its reasonable judgment), it shall: (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Obligations (other than contingent indemnification Obligations for which no claims shall have been asserted) shall have been paid in full and the Loan Documents have been terminated, (ii) preserve and maintain all rights in the Trademarks and (iii) ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with the Obligations under this Section 9 shall be borne by Borrower.

10. Agent's Right to Sue. After an Event of Default and during the continuance thereof, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts, including joining as a party to any such suit, and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all reasonable invoiced out-of-pocket costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence and continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may

select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Documents have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, for the benefit of the Secured Parties, its successors, nominees and permitted assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

20. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Security Agreement by facsimile transmission or other electronic means shall be as effective as delivery of a manually executed counterpart hereof.

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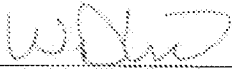
IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

SENCO BRANDS, INC.

By: Robert Dwyer
Name: Robert Dwyer
Title: Vice President, Chief Financial Officer and Treasurer

Agreed and accepted
as of the date first written above:

BANK OF AMERICA, N.A., as
Agent

By: 
Name: William R. DiCicco
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Serial/Registration No.</u>	<u>Country</u>	<u>Date Registered</u>
DURASPIN	833823	Australia	05/22/2002
DURASPIN	829611312	Brazil	08/21/2012
JOISTPRO	TMA847,799	Canada	04/08/2013
SESCO	829443150	Brazil	09/06/2011
TYREX	829916130	Brazil	08/21/2012
TYREX	40-952036	South Korea	02/04/2013

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>Application No.</u>	<u>Country</u>	<u>Date Applied</u>
PROHEAD	1,617,368	Canada	03/08/2013
PROHEAD	85/862,758	US	02/28/2013