

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golub Capital Incorporated		12/23/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Golub Capital LLC
Street Address:	150 South Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2803171	BATH IN A BOX
Serial Number:	78477633	BATH SPACES
Registration Number:	2236008	BATHSTYLES
Serial Number:	78495165	PEAK PERFORMANCE
Registration Number:	2338995	SWIVEL-LOCK
Serial Number:	78477641	SHOWER WORKS
Serial Number:	78974667	SHOWER WORKS
Serial Number:	78360983	TWISTTIGHT
Registration Number:	2845855	Z
Registration Number:	2691444	ZENITH
Registration Number:	1602321	Z ZENITH PRODUCTS CORP.
Registration Number:	2767281	ZENITH
Registration Number:	2409231	ZENITH INTERIORS

CORRESPONDENCE DATA

900275897

TRADEMARK
 REEL: 005183 FRAME: 0453

CH \$340.00 2803171

Fax Number:

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

Email: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinelli

Address Line 1: c/o Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	31199/029
NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	12/30/2013

Total Attachments: 5

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
UNDER THE SECURITY AGREEMENT (TRADEMARKS)

ASSIGNMENT dated as of December 23, 2013, from GOLUB CAPITAL INCORPORATED, as original lead agent for the Lenders (in such capacity, the "Original Lead Agent"), to GOLUB CAPITAL LLC, as the successor Lead Agent for the Lenders effective as of the date hereof (together with its successors and assigns, the "Lead Agent"). All terms capitalized but not otherwise defined herein shall have the same meanings as in the Security Agreement (as such term is defined in the Trademark Agreement as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement (Trademarks), dated as of September 26, 2006 by and among Zenith Products Corporation and Original Lead Agent, recorded with the Assignment Division of the United States Patent and Trademark Office on October 3, 2006 at Reel 3402, Frame 0677 (the "Zenith Trademark Agreement"), each Grantor granted a security interest to the Original Lead Agent in certain Trademark Collateral including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, pursuant to that certain Security Agreement (Trademarks), dated as of November 7, 2007, by and among Manufacturers Discount Furniture and Bedding, Inc., a California corporation ("MDF") and Original Lead Agent (the "MDF Trademark Agreement"; together with the Zenith Trademark Agreement, the "Trademark Agreement"), each Grantor granted a security interest to the Original Lead Agent in certain Trademark Collateral including without limitation the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Original Lead Agent has assigned all of its rights, powers and privileges as Lead Agent under the Credit Agreement, the Trademark Agreement, the Security Agreement and the other Loan Documents to the Lead Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Original Lead Agent hereby acknowledges and agrees as follows:

1. Definitions. The term "Trademarks" shall have the meaning ascribed to it in the Credit Agreement, and includes, without limitation, those items listed on Schedule 1 hereto.
2. Assignment of Security Interest. The Original Lead Agent hereby assigns all of its rights, powers and privileges under the Trademark Agreement, including those respecting the Trademarks and Trademark Collateral, to the Lead Agent.
3. Further Assurances. Subject to the terms of that certain Resignation of Lead Agent and Appointment of Successor Lead Agent, dated as of December 23, 2013, the Original Lead Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

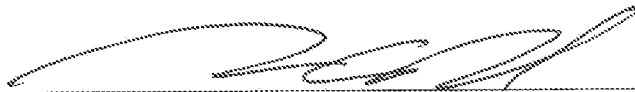
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Security Interest in Trademarks by its duly authorized officer as of the date first written above.

EXISTING AGENT:

GOLUB CAPITAL INCORPORATED

By:



Name: Marc C. Robinson

Title: Managing Director

EXHIBIT 1

(see attached)

Trademark List by Client

Page: 1

Client: 682931 Zenith Products Corporation

Trademark	Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
BATH IN A BOX	United States of America	Registered 20 Int.	76/371,085 19-Feb-2002	2,803,171 06-Jan-2004
BATH SPACES	United States of America	Pending 20 Int.	78/477,633 02-Sep-2004	
BATHSTYLES	United States of America	Registered	75/067,050 04-Mar-1996	2,236,008 30-Mar-1999
PEAK PERFORMANCE	United States of America	Pending 09 Int.	78/495,165 06-Oct-2004	
SWIVEL-LOCK	United States of America	Registered	75/298,381 27-May-1997	2,338,995 4-April-2000
SHOWER WORKS	United States of America	Pending	78/477,641 2-Sep-2004	
SHOWER WORKS	United States of America	Pending 20 Int., 21 Int., 24 Int.	78/974,667 14-Sep-2006	
TWISTTIGHT & DESIGN	United States of America	Pending 20 Int.	78/360,983 02-Feb-2004	
Z LOGO	United States of America	Registered 20 Int., 21 Int.	76/425,261 24-Jun-2002	2,845,855 25-May-2004
Z ZENITH & DESIGN	United States of America	Registered 20 Int., 21 Int.	76/125,644 11-Sep-2000	2,691,444 25-Feb-2003
Z ZENITH PRODUCTS CORP. &		Registered	73/773,083	1,602,321

NY: 523119-1

TRADEMARK
REEL: 005183 FRAME: 0458

DESIGN	United States of America	20 Int., 21 Int.	05-Jan-1989	19-Jun-1990
ZENITH	United States of America	Registered 20 Int., 21 Int.	76/125,647 11-Sep-2000	2,767,281 23-Sep-2003
ZENITH INTERIORS	United States of America	Registered 20 Int.	75/549,128 08-Sep-1998	2,409,231 28-Nov-2000
ZENITH	Guatemala	682931.0156 21 Int.	99582 28-Oct-1999	Registered REG 28-Oct-2009
Z ZENITH & DESIGN	Japan	682931.0151 20 Int.	4455711 23-Feb-2001	Registered REG 23-Feb-2011
ZENITH & DESIGN	Chile	682931.0155 20 Int., 21 Int.	532737 20-Jan-1999	Registered REG 20-Jan-2009
BATH IN A BOX	Canada	682931.0153 20 Int.	632125 07-Feb-2005	Registered REG 07-Feb-2020