

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
Sterling Products, Inc.		12/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association		
Street Address:	330 E. Kilbourn Ave., Ste 400		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2765043	ACS	
Registration Number:	2765367	ECONOGRIND	
Registration Number:	2770057	ECONOLOAD	
Registration Number:	2043374	STERLCO	
Registration Number:	1753780	STERLCO	
Registration Number:	2942444	THE ECONOMIZER	
Registration Number:	0537833	STERLCO	
Registration Number:	0553818	STERLCO	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		

OP \$215.00 2765043

Address Line 1: c/o Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6867.009

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 01/02/2014

Total Attachments: 5
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

December 31, 2013

WHEREAS, Sterling Products, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 1100 E. Woodfield Rd., Suite 550, Schaumburg, Illinois 60173, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having its principal offices at 330 E. Kilbourn Avenue, Suite 400, Milwaukee, Wisconsin 53202 ("Associated Bank"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to Associated Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement dated as of the date hereof, among the Grantor, certain other "Borrowers" and "Guarantors" party thereto and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), the Grantor hereby grants Associated Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule

A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to Associated Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

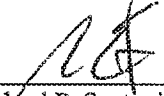
This security interest has been made in conjunction with the security interest granted to Associated Bank under the Loan and Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

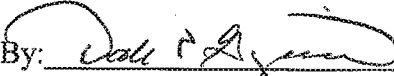
STERLING PRODUCTS, INC., Grantor

By: _____


Michael P. Santoni
VP Finance

ASSOCIATED BANK, NATIONAL
ASSOCIATION

By: Associated Commercial Finance, Inc.,
its Agent

By: 

Name: Dale P. Grzenia

Title: Senior Vice President

SCHEDULE A

COUNTRY	REG. NUMBER	WORD MARK
U.S.	2,765,043	ACS
U.S.	2,765,367	ECONOGRIND
U.S.	2,770,057	ECONOLOAD
U.S.	2,043,374	STERLCO
U.S.	1,753,780	STERLCO
U.S.	2,942,444	THE ECONOMIZER
China	6197318	STERLING
China	6197316	STERLING
Russia	363260	STERLING
U.S.	0537833	STERLCO
U.S.	0553818	STERLCO

Schedule A