

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 |
| Opella, LLC | | 08/02/2013 | LIMITED LIABILITY COMPANY: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | 1 East Broward Boulevard, Second Floor | | |
| City: | Fort Lauderdale | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33301 | | |
| Entity Type: | national association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1747006 | OPELLA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5616596313 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | (561) 653-5000 | | |
| Email: | kendra.waterman@akerman.com | | |
| Correspondent Name: | Peter A. Chiabotti, Akerman LLP | | |
| Address Line 1: | 222 Lakeview Avenue, 4th Floor | | |
| Address Line 4: | West Palm Beach, FLORIDA 33401 | | |
| ATTORNEY DOCKET NUMBER: | 275604 | | |
| NAME OF SUBMITTER: | Peter A. Chiabotti | | |
| Signature: | /Peter A. Chiabotti/ | | |

CH \$40.00 1747006

Date:

01/02/2014

Total Attachments: 4

source=20140102152202617#page1.tif

source=20140102152202617#page2.tif

source=20140102152202617#page3.tif

source=20140102152202617#page4.tif

Trademark Security Agreement

This Trademark Security Agreement effective as of August 2, 2013 ("Agreement") is made between Opella, LLC, a Florida limited liability company (the "Company"), and Wells Fargo Bank, National Association ("Bank") under the Credit Agreement defined below.

WITNESSETH:

Whereas, the Company is party to the Amended and Restated Credit Agreement, dated as of August 2, 2013 (herein, as the same may be amended or restated from time to time, the "Credit Agreement") and the Security Agreement thereto (Security Agreement), with, among other parties, the Bank;

Whereas, pursuant to the Credit Agreement and the Security Agreement, the Company has granted a security interest in substantially all of its personal property to secure, *inter alia*, its obligations under the Credit Agreement;

Now, Therefore, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the respective meanings set forth in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Company presently and irrevocably pledges, hypothecates, assigns, delivers and transfers to the Bank for the benefit of itself and any other holders of secured obligations, and grants to the Bank for the benefit of itself and any other holders of secured obligations a continuing security interest in, all of the following ("Trademark Collateral"), whether now owned or hereafter acquired or coming into existence:

(a) all trademark registrations and trademark applications (collectively, "Trademarks"), in each case now existing anywhere in the world or hereafter adopted or acquired, whether or not currently in use, including those referred to in Attachment 1 hereto;

(b) all reissues, reexaminations, extensions or renewals of any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or dilution of any Trademark, or for any injury to the goodwill associated with the use of any Trademark or for enforcement of any Trademark.

3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank pursuant to the Credit Agreement and the Security Agreement for the benefit of the Bank and each other holder of secured obligations. The Credit Agreement and Security Agreement (and all rights and remedies of the Bank and each other holder of secured obligations thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Company hereby further acknowledges and affirms that the rights and remedies of the Bank with respect to the lien on and security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

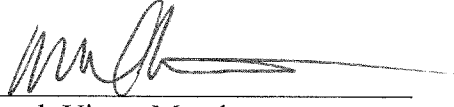
5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

OPELLA, LLC, a Florida limited liability company

By: 
Larry Viens, Member

By: 
Deborah Viens, Member

Address:
1900 Australian Ave
Riviera Beach, FL 33404

WELLS FARGO BANK

By: 
Michael K. Scheiner, Vice President

Address:
1 East Broward Boulevard, Second Floor
Fort Lauderdale, Florida 33301
Mail Code: Z-6066-022
Attention: Michael K. Scheiner, Vice President

[Signature Page to the Trademark Security Agreement]

ATTACHMENT 1
to Trademark Security Agreement

Registered Trademarks

| Mark | App. No. | Filed | Reg. No. | Reg. Date | Good/Services |
|--------|----------|-----------|----------|-----------|--|
| OPELLA | 74232217 | 19-Dec-91 | 1747006 | 19-Jan-93 | water and plumbing fixtures and equipment; namely, faucets, valves, flow control transducers and flow check monitors, waste outlets, overflows; fixtures for shower, sink and bathtub; namely, faucets, valves, handles, stoppers, shower heads and spigots; toilet fixtures; namely, valves and plumbing float valves; flushes and sprays; water filtration units for domestic use. |

Common Law Marks

- OPELLA
- ANYTHING ELSE IS JUST A WASTE



•