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
Big Time Products, LLC		12/27/2013	LIMITED LIABILITY COMPANY: GEORGIA
Big Time Holdings, Inc.		12/27/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	3475 Piedmont Road NE
Internal Address:	18th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	3319488	F G
Registration Number:	3302251	STOP WAX
Registration Number:	3114967	BIG TIME PRODUCTS
Registration Number:	3177825	BLIZZARD
Registration Number:	3178515	BOXMASTER
Registration Number:	3453072	CARING HANDS
Registration Number:	3570354	CONTRACTOR'S CHOICE
Registration Number:	4198998	CREW CHIEF
Registration Number:	3941819	DIGZ
Registration Number:	3433534	FIRM GRIP
Registration Number:	3887165	FIRM GRIP
Registration Number:	4007360	FIRM GRIP

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Registration Number:	4086593	FIRM GRIP
Registration Number:	2956111	FIRM GRIP
Registration Number:	3115015	GEL PRO CARPENTER
Registration Number:	3101712	GEL TRADE MASTER
Registration Number:	3941820	GET YOUR DIGZ ON
Registration Number:	4010299	GET YOUR DIGZ ON
Registration Number:	3979440	GLOVE SHACK
Registration Number:	3904409	GREASE MONKEY
Registration Number:	4233281	GREASE MONKEY
Registration Number:	3178514	GREEN HOUSE
Registration Number:	4199731	GRIP THAT NEVER SLIPS
Registration Number:	4007399	LIL' DIGZ
Registration Number:	3962495	MEDIC'S CHOICE
Registration Number:	3687361	NATURAL PULL
Registration Number:	4010332	NATURAL PULL
Registration Number:	3146326	PRO BUILDER
Registration Number:	4020370	PRO BUILDER
Registration Number:	3149509	PRO CARPENTER
Registration Number:	4020371	PRO CARPENTER
Registration Number:	3118035	PRO FINGERLESS
Registration Number:	4020373	PRO FINGERLESS
Registration Number:	3540832	PRO SITE
Registration Number:	3121626	PRO TRADE MASTER
Registration Number:	4010333	PRO TRADE MASTER
Registration Number:	3099013	SAFETY PRO
Registration Number:	3124809	TG
Registration Number:	3110157	THE MASON
Registration Number:	4020375	THE MASON
Registration Number:	4020381	THE PLANTER
Registration Number:	3062221	TRADE MASTER
Registration Number:	3137085	TRUE GRIP
Registration Number:	4020382	TRUE GRIP
Registration Number:	2059162	UN-DU
Registration Number:	3468912	WORKING HANDS
Registration Number:	3124422	YARD-HAND

	4020384	YARD-HAND
Serial Number:	86080726	CUT ARMOR
Serial Number:	85896861	DIRT WARRIOR
Serial Number:	85965430	ELEGANT FARE
Serial Number:	85890556	FIRM GRIP
Serial Number:	85935513	FIRM GRIP
Serial Number:	85890565	FIRM STEPS
Serial Number:	85890569	FORM FIT
Serial Number:	85890577	GARDEN CHEM
Serial Number:	85890588	GARDEN CHEM
Serial Number:	85214357	GORILLA GRIP
Serial Number:	85920206	GREASE MONKEY
Serial Number:	86060795	GREASE MONKEY
Serial Number:	86120393	GREASE MONKEY
Serial Number:	85890591	HANDS SO SOFT
Serial Number:	85864501	MONSTER GRIP
Serial Number:	85896865	MUD WARRIOR
Serial Number:	85698789	NATURAL WRIST
Serial Number:	86088635	NEVER SLIP GRIP
Serial Number:	85890596	PEARL LINED
Serial Number:	85896867	ROAD WARRIOR
Serial Number:	85890605	STEP 'N GRIP
Serial Number:	85890613	STEP 'N GRIP
Serial Number:	85890625	THORN SHIELD
Serial Number:	86088690	TOOL HANDLER
Serial Number:	85920213	TRUE GRIP
Serial Number:	85935522	TRUE GRIP
Serial Number:	85890634	UTILITY PLUS

CORRESPONDENCE DATA

Fax Number: 4045228409

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

Phone: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 285 Peachtree Center Avenue

Address Line 2:	Suite 1500
Address Line 4:	Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	5285-7
NAME OF SUBMITTER:	Bobbi Accord
Signature:	/ban/
Date:	01/02/2014

Total Attachments: 10
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 27, 2013, is made by **BIG TIME PRODUCTS, LLC**, a Georgia limited liability company ("Big Time Products"), and **BIG TIME HOLDINGS, INC.**, a Georgia corporation ("Holdings"; Big Time Products and Holdings, each a "Grantor" and collectively, the "Grantors"), each having an address at 2 Wilbanks Road, Rome, Georgia 30161, in favor of **JPMORGAN CHASE BANK, N.A.**, a national banking association, in its capacity as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") for various financial institutions (collectively, the "Lenders"), with an office at 3475 Piedmont Road NE, 18th Floor, Atlanta, Georgia 30305.

WHEREAS, pursuant to that certain Credit Agreement dated December 27, 2013 (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Big Time Products, Administrative Agent, other Loan Parties and Lenders, the Lenders have agreed to make certain financial accommodations to Big Time Products subject to the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated December 27, 2013 (as at any time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Big Time Products, as borrower, Holdings, as guarantor, and Administrative Agent, each Grantor has agreed to, among other things, grant to Administrative Agent, for the benefit of itself and the Secured Parties, a continuing security interest in all of such Grantor's intellectual property, including, without limitation, all of such Grantor's trademarks and related rights, to secure all obligations and liabilities owing from time to time from any Grantor to the Lenders under the Credit Agreement, the Security Agreement, or otherwise; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make extensions of credit to Big Time Products pursuant to the Credit Agreement, each Grantor agrees with Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Security Agreement.

2. Notice of Grant of Security Interest. Pursuant to the Security Agreement, each Grantor assigns and grants to Administrative Agent, to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Trademarks, including, without limitation, all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing listed on Schedule A hereto.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security

Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
Signatures appear on following page.]

TRADEMARK
REEL: 005185 FRAME: 0472

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

BIG TIME PRODUCTS, LLC

By_____
Name: **Harry S. Pierce, Jr.**
Title: Chief Executive Officer

By_____
Name: **Richard F. Chambers**
Title: President

[SEAL]

BIG TIME HOLDINGS, INC.

By_____
Name: **Harry S. Pierce, Jr.**
Title: Chief Executive Officer

By_____
Name: **Richard F. Chambers**
Title: President

[CORPORATE SEAL]

[Signatures continue on the following pages.]

TRADEMARK
REEL: 005185 FRAME: 0473

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By Eric A Anderson
Name: **Eric A. Anderson**
Title: Vice President

STATE OF Georgia
COUNTY OF Gwinnett) ss
)

On December 20, 2013, before me personally came Eric A. Anderson, who is personally known to me to be a Vice President of **JPMORGAN CHASE BANK, N.A.**, a national banking association, or who produced Drivers License as identification; who, being duly sworn, did depose and say that he is a Vice President of such national association, the national association described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by such national association; and that he acknowledged said instrument to be the free act and deed of said national association.

Sophia R. Shelton
Notary Public

My commission expires: 7/7/2017

[NOTARIAL SEAL]

OFFICIAL SEAL
SOPHIA R. SHELTON
NOTARY PUBLIC - GEORGIA
GWINNETT COUNTY
My Comm. Expires July 7, 2017

SCHEDULE A
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

U.S. Trademarks:

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
FG ®	78/412,294 3,319,488	05/03/2004 10/23/2007	Big Time Products, LLC
STOP WAX	78/893,908 3,302,251	05/26/2006 10/02/2007	Big Time Products, LLC
BIG TIME PRODUCTS®	78/373,703 3,114,967	02/25/2004 07/11/2006	Big Time Holdings, Inc.
BLIZZARD®	78/410,922 3,177,825	04/30/2004 11/28/2006	Big Time Holdings, Inc.
BOXMASTER®	78/660,783 3,178,515	06/29/2005 11/28/2006	Big Time Holdings, Inc.
CARING HANDS®	77/310,133 3,453,072	10/22/2007 06/24/2008	Big Time Holdings, Inc.
CONTRACTOR'S CHOICE®	77/078,054 3,570,354	01/08/2007 02/03/2009	Big Time Holdings, Inc.
CREW CHIEF®	85/057,838 4,198,998	06/08/2010 08/28/2012	Big Time Holdings, Inc.
DIGZ®	77/920,492 3,941,819	01/26/2010 04/05/2011	Big Time Holdings, Inc.
FIRM GRIP®	77/252,592 3,433,534	08/10/2007 05/20/2008	Big Time Holdings, Inc.
FIRM GRIP®	77/705,075 3,887,165	04/02/2009 12/07/2010	Big Time Holdings, Inc.
FIRM GRIP®	85/059,741 4,007,360	06/10/2010 08/02/2011	Big Time Holdings, Inc.
FIRM GRIP®	85/214,345 4,086,593	01/10/2011 01/17/2012	Big Time Holdings, Inc.

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
FIRM GRIP	78/353,577 2,956,111	01/19/2004 05/24/2005	Big Time Holdings, Inc.
GEL PRO CARPENTER®	78/393,153 3,115,015	03/30/2004 07/11/2006	Big Time Holdings, Inc.
GEL TRADE MASTER®	78/393,056 3,101,712	03/30/2004 06/06/2006	Big Time Holdings, Inc.
GET YOUR DIGZ ON®	77/920,493 3,941,820	01/26/2010 04/05/2011	Big Time Holdings, Inc.
GET YOUR DIGZ ON®	85/052,021 4,010,299	06/01/2010 08/09/2011	Big Time Holdings, Inc.
GLOVE SHACK®	85/047,632 3,979,440	05/25/2010 06/14/2011	Big Time Holdings, Inc.
GREASE MONKEY®	85/057,787 3,904,409	06/08/2010 01/11/2011	Big Time Holdings, Inc.
GREASE MONKEY®	85/560,291 4,233,281	03/05/2012 10/30/2012	Big Time Holdings, Inc.
GREEN HOUSE®	78/660,768 3,178,514	06/29/2005 11/28/2006	Big Time Holdings, Inc.
GRIP THAT NEVER SLIPS®	85/349,648 4,199,731	06/17/2011 08/28/2012	Big Time Holdings, Inc.
LIL' DIGZ®	85/071,528 4,007,399	06/25/2010 08/02/2011	Big Time Holdings, Inc.
MEDIC'S CHOICE®	77/799,950 3,962,495	08/07/2009 05/17/2011	Big Time Holdings, Inc.
NATURAL PULL®	77/611,648 3,687,361	11/11/2008 09/22/2009	Big Time Holdings, Inc.
NATURAL PULL®	85/059,811 4,010,332	06/10/2010 08/09/2011	Big Time Holdings, Inc.
PRO BUILDER®	78/393,460 3,146,326	03/30/2004 09/19/2006	Big Time Holdings, Inc.

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
PRO BUILDER®	85/058,423 4,020,370	06/09/2010 08/30/2011	Big Time Holdings, Inc.
PRO CARPENTER®	78/393,092 3,149,509	03/30/2004 09/26/2006	Big Time Holdings, Inc.
PRO CARPENTER®	85/058,444 4,020,371	06/09/2010 08/30/2011	Big Time Holdings, Inc.
PRO FINGERLESS®	78/393,447 3,118,035	03/30/2004 07/18/2006	Big Time Holdings, Inc.
PRO FINGERLESS®	85/058,462 4,020,373	06/09/2010 08/30/2011	Big Time Holdings, Inc.
PRO SITE	77/078,043 3,540,832	01/08/2007 12/02/2008	Big Time Holdings, Inc.
PRO TRADE MASTER®	78/412,341 3,121,626	05/03/2004 07/25/2006	Big Time Holdings, Inc.
PRO TRADE MASTER®	85/059,851 4,010,333	06/10/2010 08/09/2011	Big Time Holdings, Inc.
SAFETY PRO®	78/393,077 3,099,013	03/30/2004 05/30/2006	Big Time Holdings, Inc.
TG ®	78/553,592 3,124,809	01/25/2005 08/01/2006	Big Time Holdings, Inc.
THE MASON®	78/393,476 3,110,157	03/30/2004 06/27/2006	Big Time Holdings, Inc.
THE MASON®	85/058,533 4,020,375	06/09/2010 08/30/2011	Big Time Holdings, Inc.
THE PLANTER®	85/059,494 4,020,381	06/10/2010 08/30/2011	Big Time Holdings, Inc.
TRADE MASTER®	78/393,046 3,062,221	03/30/2004 02/28/2006	Big Time Holdings, Inc.
TRUE GRIP®	78/553,611 3,137,085	01/25/2005 08/29/2006	Big Time Holdings, Inc.

MARK	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
TRUE GRIP®	85/059,538 4,020,382	06/10/2010 08/30/2011	Big Time Holdings, Inc.
UN-DU	75/095,415 2,059,162	04/29/1996 05/06/1997	Big Time Holdings, Inc.
WORKING HANDS®	77/137,425 3,468,912	03/22/2007 07/15/2008	Big Time Holdings, Inc.
YARD-HAND®	78/400,164 3,124,422	04/12/2004 08/01/2006	Big Time Holdings, Inc.
YARD-HAND®	85/059,614 4,020,384	06/10/2010 08/30/2011	Big Time Holdings, Inc.

U.S. Trademark Applications:

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
CUT ARMOR	86/080,726	10/02/2013	Big Time Holdings, Inc.
DIRT WARRIOR	85/896,861	04/05/2013	Big Time Holdings, Inc.
ELEGANT FARE	85/965,430	06/20/2013	Big Time Holdings, Inc.
FIRM GRIP	85/890,556	03/29/2013	Big Time Holdings, Inc.
FIRM GRIP	85/935,513	05/17/2013	Big Time Holdings, Inc.
FIRM STEPS	85/890,565	03/29/2013	Big Time Holdings, Inc.
FORM FIT	85/890,569	03/29/2013	Big Time Holdings, Inc.
GARDEN CHEM	85/890,577	03/29/2013	Big Time Holdings, Inc.
GARDEN CHEM	85/890,588	03/29/2013	Big Time Holdings, Inc.
GORILLA GRIP	85/214,357	01/10/2011	Big Time Holdings, Inc.
GREASE MONKEY	85/920,206	05/01/2013	Big Time Holdings, Inc.
GREASE MONKEY	86/060,795	09/10/2013	Big Time Holdings, Inc.

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
GREASE MONKEY	86/120,393	11/15/2013	Big Time Holdings, Inc.
HANDS SO SOFT	85/890,591	03/29/2013	Big Time Holdings, Inc.
MONSTER GRIP	85/864,501	03/01/2013	Big Time Holdings, Inc.
MUD WARRIOR	85/896,865	04/05/2013	Big Time Holdings, Inc.
NATURAL WRIST	85/698,789	08/08/2012	Big Time Holdings, Inc.
NEVER SLIP GRIP	86/088,635	10/10/2013	Big Time Holdings, Inc.
PEARL LINED	85/890,596	03/29/2013	Big Time Holdings, Inc.
ROAD WARRIOR	85/896,867	04/05/2013	Big Time Holdings, Inc.
STEP 'N GRIP	85/890,605	03/29/2013	Big Time Holdings, Inc.
STEP 'N GRIP	85/890,613	03/29/2013	Big Time Holdings, Inc.
THORN SHIELD	85/890,625	03/29/2013	Big Time Holdings, Inc.
TOOL HANDLER	86/088,690	10/10/2013	Big Time Holdings, Inc.
TRUE GRIP	85/920,213	05/01/2013	Big Time Holdings, Inc.
TRUE GRIP	85/935,522	05/17/2013	Big Time Holdings, Inc.
UTILITY PLUS	85/890,634	03/29/2013	Big Time Holdings, Inc.

Canadian Trademarks:

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
FIRM GRIP®	1394721 794,480	05/08/2008 04/01/2011	Big Time Products, LLC
FIRM GRIP			Big Time Holdings, Inc.
CREW CHIEF	1515800	02/17/2011	Big Time Holdings, Inc.

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
GORILLA GRIP	1528144 831480	05/17/2011 09/07/2012	Big Time Holdings, Inc.
GRIP THAT NEVER SLIPS®	1532443 831478	06/20/2011 09/07/2012	Big Time Holdings, Inc.
MONSTER GRIP	1641903	09/03/2013	Big Time Holdings, Inc.
NEVER SLIP GRIP	1532444	06/20/2011	Big Time Holdings, Inc.