

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HBC/FQ LLC		01/23/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL, as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4334448	HELPING HAND	
Registration Number:	3878899	HELPING HAND	
Registration Number:	3815467	POP 'N SHOP	
Registration Number:	3768695	HELPING HAND	
Registration Number:	3640998	HELPING HAND	
Registration Number:	3689893		
Registration Number:	3677043	LATITUDE	
Registration Number:	3606745	FIREFLY	
Registration Number:	3587946	LATITUDE	
Registration Number:	3585097	HOUSE HELPERS BY PARKER	
Registration Number:	3345380	HELPING HAND	
Registration Number:	3189047	HANDY SCRAPERS	
Registration Number:	3186194	HANDY GLIDES	
Registration Number:	3183124	HANDY TRAP	

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**TRADEMARK**

Registration Number:	3126599	HANDY CUT
Registration Number:	3108235	HELPING HAND
Registration Number:	3192076	SOCK LOCKS
Registration Number:	3055521	HELPING HAND
Registration Number:	3055520	HELPING HAND
Registration Number:	3054734	HELPING HAND
Registration Number:	2994302	HELPING HAND
Registration Number:	2416889	HELPING HAND
Registration Number:	1810797	HELPING HAND
Registration Number:	1744249	HELPING HAND
Registration Number:	1928076	HELPING HAND
Registration Number:	1765931	HELPING HAND
Registration Number:	1250252	HELPING HAND
Registration Number:	1572889	HELPING HAND
Registration Number:	1489228	HELPING HAND
Registration Number:	1453190	HELPING HAND
Registration Number:	1363217	
Registration Number:	0921822	SPRITZER
Registration Number:	0934705	SHAMPOO 'N RINSE

**CORRESPONDENCE DATA**

Fax Number: 3128637806  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher, Paralegal  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.149
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	01/28/2014

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of January 23, 2014, among HBC/FQ LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 3, 2012, among Howard Berger Co. LLC, a Delaware limited liability company, HBC Chemical LLC, a Delaware limited liability company, and One Middlesex Warehousing LLC, a Delaware limited liability company (collectively, the "Borrowers"), Grantor (pursuant to that certain Joinder to Credit and Security Agreement, dated as of the date hereof, by Grantor in favor of Administrative Agent ("Joinder Agreement")), the other Guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrowers; and

WHEREAS, Administrative Agent and Lenders are willing to continue to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) the Joinder Agreement, whereby Grantor will be joined as a "Debtor" (as defined in the Security Agreement) to the Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of August 3, 2012, among Borrowers, the other Debtors (as defined in the Security Agreement) party thereto and Administrative Agent and (b) this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable to the Grantor under and with respect thereto, including payments received by the Grantor under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) Grantor's right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Administrative Agent

a continuing first priority security interest (subject to non-consensual Permitted Liens) in all of the Grantor's separate right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) Each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) all products and proceeds of the foregoing, including, without limitation, any claim which Grantor may have against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HBC/FQ LLC

By: Donald Devine  
Name: Donald Devine  
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By   
Name: Brian Boczkowski  
Title: Director

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
HELPING HAND	85861582	NA	NA
HELPING HAND	85731367	4334448	05/14/13
HELPING HAND	77901641	3878899	11/23/10
POP 'N SHOP	77711051	3815467	07/06/10
HELPING HAND	77614151	3768695	03/30/10
HELPING HAND	77507918	3640998	06/16/09
None (Design only)	77236342	3689893	09/29/09
LATITUDE	77236318	3677043	09/01/09
FIREFLY	77233544	3606745	04/14/09
LATITUDE	77195899	3587946	03/10/09
HOUSE HELPERS BY PARKER	76684715	3585097	03/10/09
HELPING HAND	78674026	3345380	11/27/07
HANDY SCRAPERS	78698492	3189047	12/26/06
HANDY GLIDES	78698552	3186194	12/19/06
HANDY TRAP	78698454	3183124	12/12/06
HANDY CUT	78698530	3126599	08/08/06
HELPING HAND	78673074	3108235	06/20/06
SOCK LOCKS	78698475	3192076	01/02/07
HELPING HAND	78699362	3055521	01/31/06
HELPING HAND	78699172	3055520	01/31/06
HELPING HAND	78560586	3054734	01/31/06
HELPING HAND	78318997	2994302	09/13/05
HELPING HAND	75639671	2416889	01/02/01
HELPING HAND	74315661	1810797	12/14/93
HELPING HAND	74144874	1744249	01/05/93
HELPING HAND	74591050	1928076	10/17/95
HELPING HAND	74310878	1765931	04/20/93
HELPING HAND	73353323	1250252	09/06/83
HELPING HAND	73800418	1572889	12/26/89
HELPING HAND	73687480	1489228	05/24/88
HELPING HAND	73642412	1453190	08/18/87
None (Design only)	73526657	1363217	10/01/85
SPRITZER	72383424	0921822	10/12/71
SHAMPOO 'N RINSE	72344706	0934705	05/23/72