

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evriholder Products, LLC		04/25/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a Canadian Chartered Bank acting through its Chicago branch: CANADA		
PROPERTY NUMBERS Total: 87			
Property Type	Number	Word Mark	
Registration Number:	4482769	LEAF GRABB'R	
Registration Number:	4495799	SPONGEABLES ANTI-CELLULITE BODY WASH IN	
Registration Number:	2989423	SOAP 'N SPONGE ALL IN ONE	
Registration Number:	3363107	SPONGEABLES	
Serial Number:	86185972	COOL CUBEZ	
Serial Number:	86183411	HOT DOG WARM'R	
Serial Number:	86183416	KIBBLE KLIP 'N SCOOP	
Serial Number:	86183422	LASER TAG'R	
Serial Number:	86183423	LINT PADZ	
Serial Number:	86183426	LINT ROLL'R	
Serial Number:	86183428	LIPSTICK HOLD'R	
Serial Number:	86183430	MACROMIRROR	
Serial Number:	86183433	ONION KEEP'R	
Serial Number:	86183439	PASTA 'N SALAD SCOOPZ	
Serial Number:	86183440	POTATO KEEP'R	
Serial Number:	86183444	POTATO WARM'R	
Serial Number:	86183450	POT GRABB'R	
Serial Number:	86183456	PRODUCE PRESERV'R	
Serial Number:	86183460	SCOOP 'N SEAL	
TRADEMARK			

CH \$2190.00 4482769

Property Type	Number	Word Mark
Serial Number:	86183468	SCOOP 'N SPREAD
Serial Number:	86183475	SHAKE STRAWZ
Serial Number:	86183481	SHEET STRAPZ
Serial Number:	86183485	SINK STRAIN'R
Serial Number:	86183490	SLICE'R N SERVE'R
Serial Number:	86183497	SNOWBALL MAK'R
Serial Number:	86183500	SPONGEHOLD'R
Serial Number:	86183518	STIR STIX
Serial Number:	86183522	VEGGIE-KNIFE
Serial Number:	86183530	WINE TOP'R
Serial Number:	86183547	3-IN-1 CORKSCREW
Serial Number:	86183553	3 IN 1 ICE SCRAP'R
Serial Number:	86183557	3D ICE SHAPERZ
Serial Number:	86183563	ALIEN SLING'R
Serial Number:	86183571	BBQ BRUSH'R
Serial Number:	86183590	BETTER BAST'R
Serial Number:	86183594	BOTTLE-BUDDY
Serial Number:	86183596	CONTACTS-2-GO
Serial Number:	86183610	CUTESY CANDLEZ
Serial Number:	86183617	DELUXE CAN OPEN'R
Serial Number:	86183620	DISH SCOURERZ
Serial Number:	86183626	DUAL DIVA
Serial Number:	86183632	EZ-PEEL
Serial Number:	86183635	GARLIC KEEP'R
Serial Number:	86183643	MANI MATEZ
Serial Number:	86183648	PAPERTOWEL PAL
Serial Number:	86183717	PARTY PIX
Serial Number:	86183722	PORTIONS-2 GO
Serial Number:	86183731	PRACTI-CLIPS
Serial Number:	86183746	PUPPY PAL
Serial Number:	86183752	PUZZLE PALZ COOKIE CUTT'R
Serial Number:	86183758	SAY CHEEZE
Serial Number:	86183771	STRETCHEE FROG
Serial Number:	86183785	SUPER SCISSORZ
Serial Number:	86183789	SWIFT SWAT
Serial Number:	86183801	TRAVEL MATEZ
Serial Number:	86183808	TWISTY TIME'R
Serial Number:	86183818	WAITER'Z CORKSCREW
Serial Number:	86183839	DRIP 'N DRY MAT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86183848	FLASH FINGERZ
Serial Number:	86183858	FOSSIL FIND'R
Serial Number:	86183877	FUN FROST'R
Serial Number:	86183886	GROW CREATUREZ
Serial Number:	86183895	HI-REACH CLEANING KIT
Serial Number:	86183900	MAGIK DRYER BALLS
Serial Number:	86183904	SLIDE NO MORE
Serial Number:	86183910	SQUIRMI WORMY
Serial Number:	86183920	STORE N' SLIDE
Serial Number:	86183942	TOUCHDOWN SNOWBALL MAK'R
Serial Number:	86183994	SNACK 'O SPHERE
Serial Number:	86184047	EVRI SHOT
Serial Number:	86184123	CAN STRAIN'R
Serial Number:	86184264	OVEN-MITT
Serial Number:	86182493	'NANA HANG'R
Serial Number:	86182530	BAG CUTTER-CLIP
Serial Number:	86182566	BAG KEEP'R
Serial Number:	86182585	BAGLOCK
Serial Number:	86182592	BALLOONZ
Serial Number:	86182605	CAN OPEN'R
Serial Number:	86182611	CHEEZ CLOTH
Serial Number:	86182622	CITRUS PEEL'R
Serial Number:	86182625	COFFEE FILT'R
Serial Number:	86182641	CORN SKEWERZ
Serial Number:	86182657	CUPCAKE CORER
Serial Number:	86182663	DUST'R GLOVES
Serial Number:	86182673	DUST'R MITT
Serial Number:	86182683	HANDBAG HOOKZ
Serial Number:	86182678	EGG RINGZ

CORRESPONDENCE DATA

Fax Number: 3129021061

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

Phone: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207545-16

TRADEMARK

REEL: 005268 FRAME: 0604

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	04/25/2014
Total Attachments: 8 source=TSA - Evriholder Products#page1.tif source=TSA - Evriholder Products#page2.tif source=TSA - Evriholder Products#page3.tif source=TSA - Evriholder Products#page4.tif source=TSA - Evriholder Products#page5.tif source=TSA - Evriholder Products#page6.tif source=TSA - Evriholder Products#page7.tif source=TSA - Evriholder Products#page8.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of this 25th day of April, 2014, is made by Evriholder Products, LLC, an Indiana limited liability company ("**Grantor**") with its principal place of business and mailing address at 1500 South Lewis Street, Anaheim, California 92805, in favor of Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, as administrative agent (in such capacity, "**Administrative Agent**") for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

Preliminary Statements

A. Grantor, the Guarantors from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto are parties to an Amended and Restated Credit Agreement dated as of July 19, 2013 (such Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Credit Agreement**"), pursuant to which Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, Administrative Agent and the Lenders have required, among other things, that each of Grantor and the Guarantors (each a "**Debtor**" and collectively the "**Debtors**") grant to Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the "**Secured Creditors**") a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Security Agreement dated as of September 9, 2011 (such Security Agreement, as amended, restated, supplemented or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby assigns, mortgages, pledges, hypothecates and grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(i) All of its trademarks and trademark applications and IP licenses providing for the grant by or to Grantor of any right under any trademark or trademark application other than any “intent to use” trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all reissues, continuations and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) All income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest 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.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

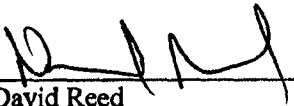
4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed as of the date and year first written above.

EVRIHOLDER PRODUCTS, LLC,
an Indiana limited liability company

By: 
Name: David Reed
Title: Secretary

Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL,
as Administrative Agent

By: 
Name: Brian Boczkowski
Title: Director

SCHEDULE A**TRADEMARKS**

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
LEAF GRABB'R	85872051	3/10/13	4482769	2/11/14
SPONGEABLES ANTI- CELULITE BODY WASH IN A SPONGE	85760548	10/22/12	4495799	3/11/14
SOAP N' SPONGE ALL IN ONE	78433734	6/11/04	2989423	8/30/05
SPONGEABLES	78391141	3/26/04	3363107	1/1/08

TRADEMARK APPLICATIONS

Mark	Appl. No.	Appl. Date
COOL CUBEZ	86185972	2/6/14
HOT DOG WARM'R	86183411	2/4/14
KIBBLE KLIP 'N SCOOP	86183416	2/4/14
LASER TAG'R	86183422	2/4/14
LINT PADZ	86183423	2/4/14
LINT ROLL'R	86183426	2/4/14
LIPSTICK HOLD'R	86183428	2/4/14
MACROMIRROR	86183430	2/4/14
ONION KEEP'R	86183433	2/4/14
PASTA 'N SALAD SCOOPZ	86183439	2/4/14
POTATO KEEP'R	86183440	2/4/14
POTATO WARM'R	86183444	2/4/14
POT GRABB'R	86183450	2/4/14
PRODUCE PRESERV'R	86183456	2/4/14
SCOOP 'N SEAL	86183460	2/4/14

Mark	Appl. No.	Appl. Date
SCOOP 'N SPREAD	86183468	2/4/14
SHAKE STRAWZ	86183475	2/4/14
SHEET STRAPZ	86183481	2/4/14
SINK STRAIN'R	86183485	2/4/14
SLICE'R N SERVE'R	86183490	2/4/14
SNOWBALL MAK'R	86183497	2/4/14
SPONGEHOLD'R	86183500	2/4/14
STIR STIX	86183518	2/4/14
VEGGIE-KNIFE	86183522	2/4/14
WINE TOP'R	86183530	2/4/14
3-IN-1 CORKSCREW	86183547	2/4/14
3 IN 1 ICE SCRAP'R	86183553	2/4/14
3D ICE SHAPERZ	86183557	2/4/14
ALIEN SLING'R	86183563	2/4/14
BBQ BRUSH'R	86183571	2/4/14
BETTER BAST'R	86183590	2/4/14
BOTTLE-BUDDY	86183594	2/4/14
CONTACTS-2-GO	86183596	2/4/14
CUTESY CANDLEZ	86183610	2/4/14
DELUXE CAN OPEN'R	86183617	2/4/14
DISH SCOURERZ	86183620	2/4/14
DUAL DIVA	86183626	2/4/14
EZ-PEEL	86183632	2/4/14
GARLIC KEEP'R	86183635	2/4/14
MANI MATEZ	86183643	2/4/14

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Mark	Appl. No.	Appl. Date
PAPERTOWEL PAL	86183648	2/4/14
PARTY PIX	86183717	2/4/14
PORTIONS-2 GO	86183722	2/4/14
PRACTI-CLIPS	86183731	2/4/14
PUPPY PAL	86183746	2/4/14
PUZZLE PALZ COOKIE CUTT'R	86183752	2/4/14
SAY CHEEZE	86183758	2/4/14
STRETCHEE FROG	86183771	2/4/14
SUPER SCISSORZ	86183785	2/4/14
SWIFT SWAT	86183789	2/4/14
TRAVEL MATEZ	86183801	2/4/14
TWISTY TIME'R	86183808	2/4/14
WAITER'Z CORKSCREW	86183818	2/4/14
DRIP 'N DRY MAT	86183839	2/4/14
FLASH FINGERZ	86183848	2/4/14
FOSSIL FIND'R	86183858	2/4/14
FUN FROST'R	86183877	2/4/14
GROW CREATUREZ	86183886	2/4/14
HI-REACH CLEANING KIT	86183895	2/4/14
MAGIK DRYER BALLS	86183900	2/4/14
SLIDE NO MORE	86183904	2/4/14
SQUYIRMI WORMY	86183910	2/4/14
STORE N' SLIDE	86183920	2/4/14
TOUCHDOWN SNOWBALL MAK'R	86183942	2/4/14

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Mark	Appl. No.	Appl. Date
SNACK 'O SPHERE	86183994	2/4/14
EVRI SHOT	86184047	2/4/14
CAN STRAIN'R	86184123	2/4/14
OVEN-MITT	86184264	2/4/14
'NANA HANG'R	86182493	2/3/14
BAG CUTTER-CLIP	86182530	2/3/14
BAG KEEP'R	86182566	2/3/14
BAGLOCK	86182585	2/3/14
BALLOONZ	86182592	2/3/14
CAN OPEN'R	86182605	2/3/14
CHEEZ CLOTH	86182611	2/3/14
CITRUS PEEL'R	86182622	2/3/14
COFFEE FILT'R	86182625	2/3/14
CORN SKEWERZ	86182641	2/3/14
CUPCAKE CORER	86182657	2/3/14
DUST'R GLOVES	86182663	2/3/14
DUST'R MITT	86182673	2/3/14
HANDBAG HOOKZ	86182683	2/3/14
EGG RINGZ	86182678	2/3/14

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