

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSI Home Products Management, Inc.		05/05/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	Agency Management, Port Orchard BC		
Internal Address:	1297 Olney Ave SE		
City:	Port Orchard		
State/Country:	WASHINGTON		
Postal Code:	98366-4035		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86058254	5TH AVENUE BATH	
Serial Number:	86077173	CONTOUR SHAPES	
Serial Number:	86058246	VILLA BATH	
CORRESPONDENCE DATA			
Fax Number:	2134306407		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-430-6000		
Email:	schoi@omm.com		
Correspondent Name:	Sunna Choi, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	400 South Hope Street, 18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	689932-82		
NAME OF SUBMITTER:	Alexandra C. Echery		
SIGNATURE:	/ace/		
DATE SIGNED:	05/06/2014		
Total Attachments: 6			

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Trademark Security Agreement Supplement

Supplement, dated as of May 5, 2014, to the **Trademark Security Agreement**, dated as of February 22, 2013, by RSI HOME PRODUCTS MANAGEMENT, INC. (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of February 22, 2013, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement Supplement;

NOW, THEREFORE, in consideration of the premises, and in connection with the Security Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in New Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor (collectively, the "New Trademark Collateral"):

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement Supplement.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement 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 Trademark Security Agreement Supplement by signing and delivering one or more counterparts.

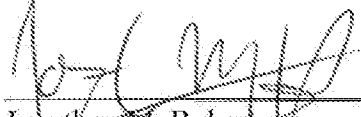
SECTION 6. Governing Law. This Trademark Security Agreement Supplement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement Supplement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

RSI HOME PRODUCTS MANAGEMENT, INC.

By: 
Name: Jonathan M. Roberson
Title: Sr. Vice President,
General Counsel and Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Brenda Schriener

Name:

Title: Brenda Schriener
Vice President

Schedule I

[see attached]

RSI Home Products Management, Inc. - U.S. Trademarks

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date	Status
5 th AVENUE BATH	RSI Home Products Management, Inc.	86058254	9/6/2013	n/a	n/a	Pending (ITU)
CONTOUR SHAPES	RSI Home Products Management, Inc.	86077173	9/27/2013	n/a	n/a	Pending (ITU)
VILLA BATH	RSI Home Products Management, Inc.	86058246	9/6/2013	n/a	n/a	Pending (ITU)