

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HILSINGER COMPANY		05/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1803055	TAP'N'SNAP	
Registration Number:	1495099	OPTI-WIPE	
Registration Number:	0674580	EYCESSORIES	
Registration Number:	0665046	HILCO	
Registration Number:	1312862	LEADER	
Registration Number:	2159125	Z LEADER	
Registration Number:	2304875	GORILLA GRIPS	
Registration Number:	2265408	SMART OPTICAL SOLUTIONS	
Registration Number:	2959713	A-2	
Registration Number:	2425331	DUALIES	
Registration Number:	0802650	EYCESSORIES	
Registration Number:	2270731	LOGIC	
Registration Number:	0836452	EYCESSORIES	
Registration Number:	0844982	EYCESSORIES	
Registration Number:	0809668	HILCO	
Registration Number:	3176602	CONTOUR FIT LOGIC	
Registration Number:	3077742	FRAMEWORKS	
Registration Number:	3316114	SADLER	
Registration Number:	3256399	TAP'N'LOK	
Registration Number:	2100497	TAP'N'LOK	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1536028	SHIELD
Registration Number:	3764428	ONGUARD
Registration Number:	1528325	CRYSTAL EYES
Registration Number:	1453821	NATURAL EYES
Registration Number:	1138566	SHINIZE
Serial Number:	86148168	SADLER

CORRESPONDENCE DATA

Fax Number: 8322393600
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 832-239-3838
Email: aliou@jonesday.com, pcyngier@jonesday.com
Correspondent Name: H. ALBERT LIOU
Address Line 1: 717 Texas Avenue, Suite 3300
Address Line 2: JONES DAY
Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	108344-600027
NAME OF SUBMITTER:	H. Albert Liou
SIGNATURE:	/H. Albert Liou/
DATE SIGNED:	05/28/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 23, 2014, is made by The Hilsinger Company, a Delaware corporation ("Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of May 23, 2014 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among The Hilsinger Company, as borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of May 23, 2014 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

THE HILSINGER COMPANY, as Grantor

By: 
Name: Paul Janell
Title: Chief Operating Officer

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as
Agent

By: _____
Name:
Title:

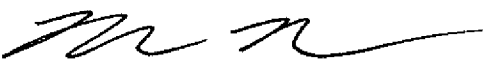
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

THE HILSINGER COMPANY, as Grantor

By: _____
Name:
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as
Agent

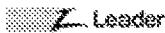
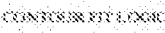
By: 
Name: Michael Nativi
Title: Senior Vice President




[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005287 FRAME: 0153

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark Name</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
The Hilsinger Company	TAP'N'SNAP	1,803,055	11/9/1993
The Hilsinger Company	OPTI-WIPE	1,495,099	7/5/1988
The Hilsinger Company	EYECESORIES	674,580	2/24/1959
The Hilsinger Company	HILCO	665,046	7/29/1958
The Hilsinger Company	LEADER and Design 	1,312,862	1/8/1985
The Hilsinger Company	Z LEADER	2,159,125	5/19/1998
The Hilsinger Company	GORILLA GRIPS	2,304,875	12/28/1999
The Hilsinger Company	SMART OPTICAL SOLUTIONS	2,265,408	7/27/1999
The Hilsinger Company	A-2	2,959,713	6/7/2005
The Hilsinger Company	DUALIES	2,425,331	1/30/2001
The Hilsinger Company	EYECESORIES	802,650	1/25/1966
The Hilsinger Company	LOGIC	2,270,731	8/17/1999
The Hilsinger Company	EYECESORIES	836,452	10/3/1967
The Hilsinger Company	EYECESORIES	844,982	2/27/1968
The Hilsinger Company	HILCO	809,668	6/7/1966
The Hilsinger Company	CONTOUR FIT LOGIC 	3,176,602	11/28/2006
The Hilsinger Company	FRAMEWORKS	3,077,742	4/4/2006

The Hilsinger Company	SADLER (Stylized)	3,316,114	10/23/2007
			
The Hilsinger Company	TAP'N'LOK	3,256,399	6/26/2007
			
The Hilsinger Company	TAP'N'LOK	2,100,497	9/23/1997
The Hilsinger Company	SHIELD	1,536,028	4/25/1989
The Hilsinger Company	ONGUARD	3,764,428	3/23/2010
			
The Hilsinger Company	CRYSTAL EYES	1,528,325	3/7/1989
The Hilsinger Company	NATURAL EYES	1,453,821	8/25/1987
The Hilsinger Company	SHINIZE	1,138,566	8/12/1980

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark Name</u>	<u>App. No.</u>	<u>App. Date</u>
The Hilsinger Company	SADLER	86-148168	12/19/2013
	