

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307472

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renin Holdings LLC		06/11/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance Corporation Canada		
Street Address:	40 King Street West, 25th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 3Y2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77721814	ERIAS HOME DESIGNS	
Registration Number:	3713152	TRUORTE	
Registration Number:	3716635	TRUORTE	
Registration Number:	3185786	KINGSTAR	
Registration Number:	0757173	ACME	
CORRESPONDENCE DATA			
Fax Number:	4044200805		
<i>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.</i>			
Email:	trademarks.atl@bryancave.com		
Correspondent Name:	Jonathan Brodhag/Bryan Cave LLC		
Address Line 1:	301 S. College Street, Suite 3400		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	0368921		
NAME OF SUBMITTER:	Jonathan D. Brodhag		
SIGNATURE:	/Jonathan D. Brodhag/		
DATE SIGNED:	06/12/2014		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of June 11, 2014, is made by and between Renin Holdings LLC, a Florida limited liability company, having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Capital Finance Corporation Canada ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Wells Fargo are parties to a Credit Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Wells Fargo has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Trademark Collateral" has the meaning given in Section 2.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means 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 Exhibit A and Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Wells Fargo a continuing security interest (the "Security Interest") in the Debtor's Trademarks and all products and proceeds thereof (collectively, the "Trademark Collateral"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under applicable law.

3. Security Agreement. The security interests granted to Wells Fargo herein are granted in furtherance, and not in limitation of, the security interests granted to the Wells Fargo pursuant to the Credit Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise

modify the security interests granted in the Credit Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Wells Fargo and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Wells Fargo to exercise any right, remedy, or option under this Agreement, or delay by Wells Fargo in exercising the same, will operate as a waiver thereof. No waiver by Wells Fargo will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Wells Fargo under this Agreement shall be cumulative. No exercise by Wells Fargo of one right or remedy shall be deemed an election, and no waiver by Wells Fargo shall be deemed a continuing waiver. All notices to be given to Debtor or Wells Fargo under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND WELLS FARGO HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND WELLS FARGO REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

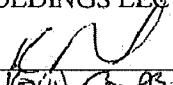
(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Renin Holdings LLC
110 Walker Drive
Brampton, Ontario L6T 4H6
Attn: Chief Financial Officer

RENIN HOLDINGS LLC

By: 
Name: Kevin Campbell
Title: CEO

Wells Fargo Capital Finance Corporation Canada
40 King Street West, 25th Floor
Toronto, Ontario, M5H 3Y2
Attn: Relationship Manager

WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA

By: _____
Name: _____
Title: _____

[Trademark Security Agreement (Renin Holdings LLC)]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

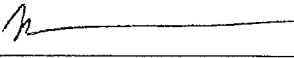
Renin Holdings LLC
110 Walker Drive
Brampton, Ontario L6T 4H6
Attn: Chief Financial Officer

RENIN HOLDINGS LLC

By: _____
Name: _____
Title: _____

Wells Fargo Capital Finance Corporation Canada
40 King Street West, 25th Floor
Toronto, Ontario, M5H 3Y2
Attn: Relationship Manager

WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA

By:  _____
Name: _____
Title: Kevin Freer
Vice President, Relationship Manager
Wells Fargo Capital Finance
Corporation Canada

[Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TRUPORTE	3713152	November 17, 2009
TRUPORTE	3716635	November 24, 2009
KINGSTAR	3185786	December 19, 2006
ACME	757173	September 24, 1963

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
ERIAS HOME DESIGNS	77721814	April 24, 2009

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.

EXHIBIT B

CANADA ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ACME	TMA111,680	September 26, 1958
ACME EXCLUSIV & DESIGN	TMA345,039	September 23, 1988
EXCLUSIV & DESIGN	TMA390,193	November 15, 1991
FOLD-ASIDE	TMA130,200	March 15, 1963
PREMIERE SERIES & DESIGN	TMA390,245	November 15, 1991
SPACE DISCOVERY	TMA372,968	September 7, 1990
THE ASSEMBLY LINE	TMA281,551	July 22, 1983
TRI-ACCESS	TMA390,578	November 22, 1991
VALUE SERIES & DESIGN	TMA391,292	December 6, 1991
EASYFIT	TMA418,659	October 22, 1993
KINGSTAR Design	TMA662,272	April 6, 2006
DSH	TMA244,286	May 2, 1980
ERIAS HOME DESIGNS	TMA788,904	January 27, 2011

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.