

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307811

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Apollo Marketing, LLC		06/13/2014	LIMITED LIABILITY COMPANY: GEORGIA
Big Time Decor, LLC		06/13/2014	LIMITED LIABILITY COMPANY: GEORGIA

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	3475 Piedmont Road NE
<b>Internal Address:</b>	18th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30305
<b>Entity Type:</b>	national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Serial Number:	86060863	BIG TIME DECOR
Serial Number:	86078485	SANDRIGO
Serial Number:	86078475	RECETTO
Serial Number:	86078318	MEZZAGO
Serial Number:	86078307	GRANZE
Serial Number:	86076063	SULMONA
Serial Number:	86076051	TRASACCO
Serial Number:	86076039	CARSOLI
Serial Number:	86076024	REALMONTE
Serial Number:	86097964	MARANELLA
Serial Number:	86078610	TERENZO
Serial Number:	86078601	TARANO
Serial Number:	86078570	VILLA SAN DONNINO
Serial Number:	86078564	ATALA
Serial Number:	86078551	UZZANO
Serial Number:	86078537	TIANA
Serial Number:	86078325	ORDONA

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86125923	IMPOSE YOUR WILL
Serial Number:	86062839	MO-JO
Serial Number:	86139737	OIL PATCH GLOVES
Serial Number:	86139727	PIPEFITTERS PROFESSIONAL
Serial Number:	86000512	MO-JO
Serial Number:	86021137	MIRACLE GRIP
Serial Number:	85919148	TRAIL WARRIOR
Serial Number:	85769123	PLATOON ATHLETE
Serial Number:	85752686	TACTICAL STRIKE
Serial Number:	85956895	PAT DOWN
Serial Number:	85708497	NEVER SLIP TECHNOLOGY

**CORRESPONDENCE DATA**

**Fax Number:** 4045228409

*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:** 404-420-5527

**Email:** rjk@phrd.com

**Correspondent Name:** Rhonda J. Kenyeri, Paralegal - PHRD

**Address Line 1:** 285 Peachtree Center Avenue

**Address Line 2:** 1500 Marquis Two Tower

**Address Line 4:** Atlanta, GEORGIA 30303

<b>ATTORNEY DOCKET NUMBER:</b>	5285-7
<b>NAME OF SUBMITTER:</b>	Bobbi Accord
<b>SIGNATURE:</b>	/ba/
<b>DATE SIGNED:</b>	06/17/2014

**Total Attachments: 6**

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## NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 13, 2014, is made by **APOLLO MARKETING, LLC**, a Georgia limited liability company ("Apollo"), and **BIG TIME DÉCOR, LLC**, a Georgia limited liability company ("Décor"; Apollo and Décor, each a "Grantor" and collectively, the "Grantors"), each having an address at 2 Wilbanks Road, Rome, Georgia 30161, in favor of **JPMORGAN CHASE BANK, N.A.**, a national banking association, in its capacity as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") for various financial institutions (collectively, the "Lenders"), with an office at 3475 Piedmont Road NE, 18th Floor, Atlanta, Georgia 30305.

WHEREAS, pursuant to that certain Credit Agreement dated December 27, 2013 (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Big Time Products, Administrative Agent, other Loan Parties and Lenders, the Lenders have agreed to make certain financial accommodations to Big Time Products subject to the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated December 27, 2013 (as at any time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Big Time Products, as borrower, Holdings, as guarantor, and Administrative Agent, each Grantor has agreed to, among other things, grant to Administrative Agent, for the benefit of itself and the Secured Parties, a continuing security interest in all of such Grantor's intellectual property, including, without limitation, all of such Grantor's trademarks and related rights, to secure all obligations and liabilities owing from time to time from any Grantor to the Lenders under the Credit Agreement, the Security Agreement, or otherwise; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make extensions of credit to Big Time Products pursuant to the Credit Agreement, each Grantor agrees with Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Security Agreement.

2. Notice of Grant of Security Interest. Each Grantor hereby assigns and grants to Administrative Agent, to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under such Grantor's Trademarks, including, without limitation, all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing listed on Schedule A hereto.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;  
Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal by their respective officers thereunto duly authorized as of the day and year first above written.

**APOLLO MARKETING, LLC**

By:   
Name: **Richard F. Chambers**  
Title: President

[SEAL]

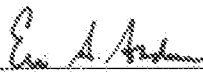
**BIG TIME DÉCOR, LLC**

By:   
Name: **Richard F. Chambers**  
Title: President

[SEAL]

[Signatures continue on the following page.]

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By   
Name: Eric A. Anderson  
Title: Authorized Officer

**SCHEDULE A**  
**TO**  
**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

U.S. Trademarks:

None.

U.S. Trademark Applications:

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	OWNER
Big Time Décor	86/060,863	09/10/2013	Big Time Décor, LLC
Sandrigo	86/078,485	09/30/2013	Big Time Décor, LLC
Recetto	86/078,475	09/30/2013	Big Time Décor, LLC
Mezzago	86/078,318	09/30/2013	Big Time Décor, LLC
Granze	86/078,307	09/30/2013	Big Time Décor, LLC
Sulmona	86/076,063	09/26/2013	Big Time Décor, LLC
Trasacco	86/076,051	09/26/2013	Big Time Décor, LLC
Carsoli	86/076,039	09/26/2013	Big Time Décor, LLC
Realmonte	86/076,024	09/26/2013	Big Time Décor, LLC
Maranella	86/097,964	10/22/2013	Big Time Décor, LLC
Terenzo	86/078,610	09/30/2013	Big Time Décor, LLC
Tarano	86/078,601	09/30/2013	Big Time Décor, LLC
Villa San Donnino	86/078,570	09/30/2013	Big Time Décor, LLC
Atala	86/078,564	09/30/2013	Big Time Décor, LLC
Uzzano	86/078,551	09/30/2013	Big Time Décor, LLC
Tiana	86/078,537	09/30/2013	Big Time Décor, LLC
Ordona	86/078,325	09/30/2013	Big Time Décor, LLC

<b>MARK/ CLIENT NO.</b>	<b>APPLICATION NO./ REGISTRATION NO.</b>	<b>FILING DATE/ REGISTRATION DATE</b>	<b>OWNER</b>
Impose Your Will	86/125,923	11/21/2013	Apollo Marketing, LLC
Mo-Jo	86/062,839	09/12/2013	Apollo Marketing, LLC
Oil Patch Gloves	86/139,737	12/10/2013	Apollo Marketing, LLC
Pipefitters Professional	86/139,727	12/10/2013	Apollo Marketing, LLC
Mo-Jo	86/000,512	07/12/2013	Apollo Marketing, LLC
Miracle Grip	86/021,137	07/26/2013	Apollo Marketing, LLC
Trail Warrior	85/919,148	04/30/2013	Apollo Marketing, LLC
Platoon Athlete	85/769,123	11/01/2012	Apollo Marketing, LLC
Tactical Strike	85/752,686	10/12/2012	Apollo Marketing, LLC
Pat Down	85/956,895	06/11/2013	Apollo Marketing, LLC
Never Slip Technology	85/708,497	08/21/2012	Apollo Marketing, LLC

Canadian Trademarks:

<b>MARK/ CLIENT NO.</b>	<b>APPLICATION NO./ REGISTRATION NO.</b>	<b>FILING DATE/ REGISTRATION DATE</b>	<b>OWNER</b>
Never Slip Technology	1,661,803	01/30/2014	Apollo Marketing, LLC