

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM311518

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLOSET WORLD, INC.		07/09/2014	CORPORATION: DELAWARE
CLOSETS BY DESIGN, INC.		07/09/2014	CORPORATION: CALIFORNIA
CLOSET DIMENSIONS, INC.		07/09/2014	CORPORATION: CALIFORNIA
HOME CLOSETS INC.		07/09/2014	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	ONEWEST BANK N.A.
<b>Street Address:</b>	888 E. Walnut St., 5th Floor
<b>Internal Address:</b>	Mail Code: HQ-05-01
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	national bank: CALIFORNIA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	2314468	CLOSET WORLD
<b>Registration Number:</b>	2517354	ORGANIZE YOUR HOME!
<b>Registration Number:</b>	2547114	ORGANIZE YOUR HOME!
<b>Registration Number:</b>	2517355	ORGANIZE YOUR HOME!
<b>Registration Number:</b>	3009190	GARAGE ENVY
<b>Registration Number:</b>	3452154	MASTER THE MESS
<b>Registration Number:</b>	4285398	STORAGE ENVY HOME + BUSINESS ORGANIZATIO
<b>Registration Number:</b>	4304583	CLOSET DIMENSIONS
<b>Registration Number:</b>	2932831	CLOSETS BY DESIGN
<b>Registration Number:</b>	3023096	CD CLOSETBYDESIGN
<b>Registration Number:</b>	3137851	HEMOCLOSETS

## CORRESPONDENCE DATA

**Fax Number:** 2134432926

*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:** 213-617-5493

TRADEMARK

**Email:** jcravitz@sheppardmullin.com  
**Correspondent Name:** Sheppard, Mullin, Richter & Hampton LLP  
**Address Line 1:** 333 S. Hope St., 43rd Floor  
**Address Line 2:** Attn: J. Cravitz  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 21CT-201480

**NAME OF SUBMITTER:** Julie Cravitz

**SIGNATURE:** /julie cravitz/

**DATE SIGNED:** 07/22/2014

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of **July 9, 2014** (the "**Effective Date**") between each of the signatories hereto (collectively, the "**Grantors**") in favor of OneWest Bank N.A. (the "**Secured Party**") (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of **July 9, 2014** (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Secured Party; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Secured Party agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, the "**Intellectual Property Collateral**"):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "**Copyrights**").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and

improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Patents**").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trademarks**").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trade Secrets**").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in **Schedule 1** hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

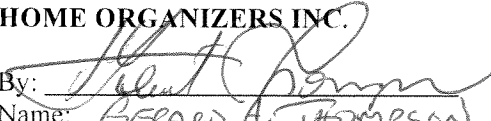
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

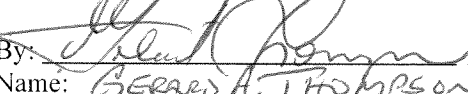
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**IN WITNESS WHEREOF**, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

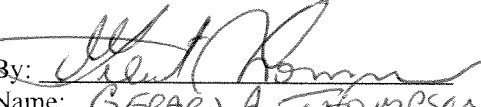
**HOME ORGANIZERS INC.**

By:   
Name: GERARD A. THOMPSON  
Title: CFO

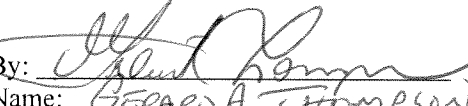
**CLOSET WORLD, INC.**

By:   
Name: GERARD A. THOMPSON  
Title: CFO

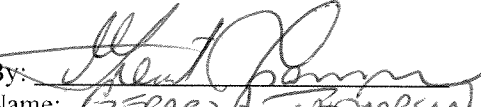
**CLOSET WORLD ARIZONA LLC**

By:   
Name: GERARD A. THOMPSON  
Title: CFO


**CLOSETS BY DESIGN, INC.**

By:   
Name: GERARD A. THOMPSON  
Title: CFO


**CBD LAS VEGAS LLC**

By:   
Name: GERARD A. THOMPSON  
Title: CFO


**CLOSET DIMENSIONS, INC.**

By:   
Name: GERARD A. THOMPSON  
Title: CFO


**CBD FRANCHISING, INC.**

By:   
Name: GERARD A. THOMPSON  
Title: CFO

**HOME CLOSETS INC.**

By:   
Name: GERARD A. THOMPSON  
Title: CFO

**ONEWEST BANK N.A., as Secured Party**

By:   
Name: Daniel R. Gerson  
Title: SVP



SCHEDULE 1  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**PATENTS**

Grantor	Patents	Issue Date	Status	Patent No.
NONE				

**TRADEMARKS**

Grantor	Trademarks	Filing Date	Status	Serial No.
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	CLOSET WORLD	1/26/1999	LIVE	Registration No. 2314468  Registered 2/1/2000
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	CLOSET WORLD (Canadian Trademark)	6/30/08	LIVE	Serial No. 1401450
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	ORGANIZE YOUR HOME!	4/23/2001	LIVE	Registration No. 2517354  Registered 12/11/2001
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	ORGANIZE YOUR HOME!	4/23/2001	LIVE	Registration No. 2547114  Registered 3/12/2002
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	ORGANIZE YOUR HOME!	4/23/2001	LIVE	Registration No. 2517355  Registered 12/11/2001
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	GARAGE ENVY	9/17/2003	LIVE	Registration No. 3009190  Registered

Grantor	Trademarks	Filing Date	Status	Serial No.
				10/25/2005
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	MASTER THE MESS	4/12/2007	LIVE	Registration No. 3452154  Registered 6/24/2008
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	STORAGE ENVY HOME + BUSINESS ORGANIZATION SOLUTIONS	5/9/2012	LIVE	Registration No. 4285398  Registered 2/5/2013
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!	4/23/2001	DEAD	Registration No. 2517356  Registered 12/11/2001 Cancelled 9/13/2008
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!	4/23/2001	DEAD	Registration No. 2517357  Registered 12/11/2001 Cancelled 9/13/2008
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!	4/23/2001	DEAD	Registration No. 2517358  Registered 12/11/2001 Cancelled 9/13/2008
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	ONE EARTH	12/28/1998	DEAD	Registration No. 2314268  Registered 2/1/2000 Cancelled 11/4/2006
Closet World, Inc., f/k/a CWI	HOMESTYLE CUSTOM CLOSETS	N/A	N/A	Common Law

Grantor	Trademarks	Filing Date	Status	Serial No.
Acquisitions, Inc.				
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	KIDS CLOSETS	N/A	N/A	Common Law
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	PREMIER COLLECTION	N/A	N/A	Common Law
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	CREATE-A-CLOSET	N/A	N/A	Common Law
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	READY CLOSET	N/A	N/A	Common Law
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	CONTOUR FINISH	N/A	N/A	Common Law
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	VERSATILITY OFFICE SYSTEMS	N/A	N/A	Common Law
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	PRESTIGE OFFICE SYSTEMS	N/A	N/A	Common Law
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	ACCENT ACCESSORIES	N/A	N/A	Common Law
Closet Dimensions, Inc. f/k/a/ Penates, Inc.	CLOSET DIMENSIONS	6/29/1990	DEAD	Registration No. 1662837  Registered 10/29/1991  Abandoned 10/29/2011
Closet Dimensions, Inc. f/k/a/ Penates, Inc.	CLOSET DIMENSIONS	6/29/2012	LIVE	Registration No. 4304583  Registered 3/19/2013
Closets By Design, Inc., f/k/a/ CBD	CLOSETS BY DESIGN	8/22/2003	LIVE	Registration No. 2932831

Grantor	Trademarks	Filing Date	Status	Serial No.
Acquisitions, Inc.				Registered 3/15/2005
Closets By Design, Inc., f/k/a/ CBD Acquisitions, Inc.	CD CLOSETBYDESIGN	4/2/2004	LIVE	Registration No. 3023096  Registered 12/6/2005
Closets By Design, Inc., f/k/a/ CBD Acquisitions, Inc.	CLOSETS BY DESIGN (Canadian Trademark)	6/30/08	LIVE	Registration No. TMA817350  Registered 2/9/12
Closets By Design, Inc., f/k/a/ CBD Acquisitions, Inc.	CB CLOSETSBYDESIGN & DESIGN	6/30/08	LIVE	Registration No. TMA826,626  Registered 6/19/12
Closets By Design, Inc., f/k/a/ CBD Acquisitions, Inc.	CLOSETS BY DESIGN	1/17/1992	DEAD	Registration No. 1719212  Registered 9/22/1992  Cancelled 6/28/2003
Closets By Design, Inc., f/k/a/ CBD Acquisitions, Inc.	CLOSETS BY DESIGN FOR HOME, BUSINESS AND MOSTLY PLEASURE	10/1/1999	DEAD	Registration No. 2445867  Registered 4/24/2001  Cancelled 1/26/2008
Closets By Design, Inc., f/k/a/ CBD Acquisitions, Inc.	ALL AMERICAN GARAGE CABINETS	10/19/1992	DEAD	Registration No. 1863355  Registered 11/15/1994  Cancelled 8/20/2005
Closets By Design, Inc., f/k/a/ CBD	EUROCONOMY	1/17/1992	DEAD	Registration No. 1886736  Registered

Grantor	Trademarks	Filing Date	Status	Serial No.
Acquisitions, Inc.				3/28/1995  Cancelled 12/31/2005
Closets By Design, Inc., f/k/a/ CBD Acquisitions, Inc.	EUROSTANDARD	1/17/1992	DEAD	Registration No. 1890697  Registered 4/18/1995  Cancelled 12/21/2006
Closets By Design, Inc., f/k/a/ CBD Acquisitions, Inc.	EURODELUXE	1/17/1992	DEAD	Registration No. 1886735  Registered 3/28/1995  Cancelled 12/31/2005
Home Closets, Inc.	HOME CLOSETS	4/2/2004	LIVE	Registration No. 3137851  Registered 9/5/2006
Home Organizers, Inc., f/k/a/ Closet World Holdings, Inc.	HOME ORGANIZERS	4/2/2004	DEAD	Serial No. 78395324  Registered N/A  Abandoned 12/7/2006

### COPYRIGHTS

Grantor	Copyrights	Registration Date	Status	Registration No.
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	Double or organize your closet and garage space! Advertisement	5/18/1999	LIVE	VA-1-078-220
Closet World, Inc., f/k/a CWI	Closet World Yellow Page	5/18/1999	LIVE	VA-1-078-221

Grantor	Copyrights	Registration Date	Status	Registration No.
Acquisitions, Inc.	Advertisement			
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	Double your closet space! Organize your garage space! Advertisement	5/18/1999	LIVE	VA-1-078-222
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	Double or organize your closet and garage space	5/18/1999	LIVE	VA-1-078-223
Closet World, Inc., f/k/a CWI Acquisitions, Inc.	The home organizing catalog	5/18/1999	LIVE	VA-1-078-224
Closets By Design, Inc., f/k/a/ CBD Acquisitions, Inc.	CBD Manager	N/A	N/A	Common Law

**PATENT LICENSES, TRADEMARK LICENSES, TRADE SECRET  
LICENSES AND COPYRIGHT LICENSES**

Grantor	Description of Patent License	Patent No. of underlying Patent	Name of Licensors
NONE			

Grantor	Description of Trademark License	Serial No. of underlying Trademark	Name of Licensors
CBD Franchising, Inc.	All trademarks of Licensor as set forth above	See above	Closets By Design, Inc.
CBD Las Vegas LLC	All trademarks of Licensor as set forth above	See above	Closet World, Inc.
Closet World Arizona LLC	All trademarks of Licensor as set forth above	See above	Closet World, Inc.
Closet Dimensions, Inc.	All trademarks of Licensor as set forth	See above	Closet World, Inc.

Grantor	Description of Trademark License	Serial No. of underlying Trademark	Name of Licensors
	above		

Grantor	Description of Trade Secret License	Name of Licensors
NONE		

Grantor	Description of Copyright License	Registration No. of underlying Copyright	Name of Licensors
CBD Franchising, Inc.	All copyrights of Licensors as set forth above	See above	Closets By Design, Inc.
CBD Las Vegas LLC	All copyrights of Licensors as set forth above	See above	Closet World, Inc.
Closet World Arizona LLC	All copyrights of Licensors as set forth above	See above	Closet World, Inc.
Closet Dimensions, Inc.	All copyrights of Licensors as set forth above	See above	Closet World, Inc.