

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lloyd Industries, Inc.		07/03/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	LBC Credit Partners II, L.P.		
Street Address:	2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3856580	MANPANS	
Registration Number:	3859923	MANPANS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	44937-008		
NAME OF SUBMITTER:	Diane Cassinelli		
SIGNATURE:	/Diane Cassinelli/		
DATE SIGNED:	07/30/2014		
Total Attachments: 5			
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TRADEMARK			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 3, 2014, is among the undersigned (the "Grantor"), and LBC Credit Partners II, L.P., as agent for the Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of July 20, 2012 by and among Focus Products Group International, LLC, an Illinois limited liability company ("Focus"), Sure Fit Inc., a Delaware corporation ("Sure Fit"), Sure Fit Outdoor LLC, a Delaware limited liability company and a wholly owned subsidiary of Sure Fit ("Sure Fit Outdoor"), Lloyd Industries, Inc., a Washington corporation ("Lloyd" and together with Focus, Sure Fit and Sure Fit Outdoor, the "Borrowers"), CLP FPG, Inc., a Delaware corporation ("Holdings"), ManPans, LLC, a Washington limited liability company ("ManPans"), and the other guarantors from time to time party thereto (collectively with Holdings, the "Guarantors" and collectively with the Borrowers, the "Obligors"), the financial institutions party from time to time thereto as lenders (collectively, "Lenders"), and the Agent (as modified and amended through the date hereof and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to Agent for the benefit of the Lenders a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Obligors under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that, the Agent for the benefit of the Lenders shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to Agent for the benefit of the Lenders a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent for the benefit of the Lenders pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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 agreement.

Section 7. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the Agent, each Lender and the Grantor acknowledge that the Lien and security interest granted to Agent for the benefit for the Lenders pursuant to this Agreement and the exercise of any right or remedy by Agent for the benefit of the Lenders under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

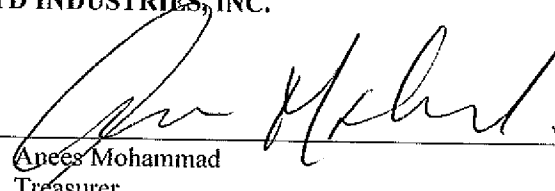
GRANTOR:

LLOYD INDUSTRIES, INC.

By: _____

Name: Anees Mohammad

Title: Treasurer


A handwritten signature in black ink, appearing to read "Anees Mohammad", is written over a horizontal line. The signature is cursive and somewhat stylized.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005333 FRAME: 0325

AGENT:

**LBC CREDIT PARTNERS II, L.P., as Agent for
the benefit of the Lenders**

By: 
Name: _____
Title: **Christopher J. Calabrese
Executive Vice President**

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005333 FRAME: 0326**

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Serial Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
77944692	ManPans (word)	U.S.	Cookware	3856580/October 5, 2010	Registered	Lloyd Industries, Inc.
77944728	ManPans (design)	U.S.	Cookware	3859923/October 12, 2010	Registered	Lloyd Industries, Inc.