TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318521

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hardware Midco LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
Howard Berger Co. LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
HBC Chemical LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
One Middlesex Warehousing LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
Wordlock, Inc.		09/30/2014	CORPORATION: CALIFORNIA
HBC/FQ LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
Handy Holdings LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
Handy Hardware LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
Plumbing Holdings Corporation		09/30/2014	CORPORATION: DELAWARE
Jones Stephens Corp.		09/30/2014	CORPORATION: ALABAMA
HBC Holdings LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 7th Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: ENGLAND

PROPERTY NUMBERS Total: 118

Property Type	Number	Word Mark
Registration Number:	4044703	RATGUARD
Registration Number:	4044713	ZAP-A-ROACH
Registration Number:	3606745	FIREFLY

CH $2965.00 4044703

Property Type	Number	Word Mark
Registration Number:	3689893	
Registration Number:	1363217	
Registration Number:	3126599	HANDY CUT
Registration Number:	3186194	HANDY GLIDES
Registration Number:	3189047	HANDY SCRAPERS
Registration Number:	3183124	HANDY TRAP
Registration Number:	1744249	HELPING HAND
Registration Number:	1250252	HELPING HAND
Registration Number:	1453190	HELPING HAND
Registration Number:	1489228	HELPING HAND
Registration Number:	2994302	HELPING HAND
Registration Number:	3108235	HELPING HAND
Registration Number:	3055520	HELPING HAND
Registration Number:	3768695	HELPING HAND
Registration Number:	4334448	HELPING HAND
Registration Number:	1810797	HELPING HAND
Registration Number:	1928076	HELPING HAND
Registration Number:	3054734	HELPING HAND
Registration Number:	2416889	HELPING HAND
Registration Number:	3345380	HELPING HAND
Registration Number:	3055521	HELPING HAND
Registration Number:	3640998	HELPING HAND
Registration Number:	3878899	HELPING HAND
Registration Number:	3585097	HOUSE HELPERS BY PARKER
Registration Number:	3587946	LATITUDE
Registration Number:	3677043	LATITUDE
Registration Number:	3815467	POP 'N SHOP
Registration Number:	3192076	SOCK LOCKS
Registration Number:	2135044	AQUA PLUMB
Registration Number:	2154244	AQUA PLUMB
Registration Number:	2244920	AQUA PLUMB
Registration Number:	2135045	AQUA PLUMB
Registration Number:	2145405	AQUA PLUMB
Registration Number:	3604721	AUTO STOP DRIP
Registration Number:	3773270	BLACK DOG
Registration Number:	3894908	BOWL BRILLIANT
Registration Number:	3995465	BRIGHT-WAY
Registration Number:	3123898	COMFORT ZONE
Registration Number:	4077230	COMFORT ZONE

Property Type	Number	Word Mark
Registration Number:	2988427	COMFORT ZONE
Registration Number:	4368229	CZ
Registration Number:	3741007	DESIGNER'S EDGE
Registration Number:	2492650	DINO-SAW
Registration Number:	2753704	DINO-SAW
Registration Number:	3506796	ECO-FRIENDLY
Registration Number:	3636444	EL DIABLO
Registration Number:	2203993	EVERYTHING BUT THE PAINT
Registration Number:	3325620	EXO-PRO
Registration Number:	3678974	EXPRESSION
Registration Number:	2248571	FLY GUARD
Registration Number:	2190482	
Registration Number:	3736298	FOR THE TRADE
Registration Number:	2345459	GALAXY
Registration Number:	1938235	GAM
Registration Number:	3499822	GAM PLUS+
Registration Number:	2923377	GAM PRO ADVANTAGE
Registration Number:	3773418	GOTHAM
Registration Number:	4076629	GOTHAM
Registration Number:	1129463	GUARD
Registration Number:	2333007	HI TECH
Registration Number:	3636443	HOT SHOT
Registration Number:	3848764	KOOL MACHINE
Registration Number:	3633858	LE PETITE
Registration Number:	1198396	MAGIC TOUCH
Registration Number:	4115255	MOTHGUARD
Registration Number:	1819957	MOUSE GUARD
Registration Number:	3381540	PERFECT MASKER
Registration Number:	1921955	PERFECT PAINTER
Registration Number:	2794802	PERFECT PREP
Registration Number:	3199848	POOCH 'N PURR
Registration Number:	2340890	PRO BRUSH
Registration Number:	4365191	PRO-X
Registration Number:	4365245	PRO-X
Registration Number:	4286946	PRO-X
Registration Number:	2529870	PRO-X
Registration Number:	4290319	PRO-X
Registration Number:	2527507	PX
Registration Number:	3453093	FUTURESWINDOW

Property Type	Number	Word Mark
Registration Number:	4037771	QUAD-POD
Registration Number:	1382313	SENTINEL
Registration Number:	3641474	STOP DRIP
Registration Number:	3700935	STOP FLOW
Registration Number:	1630803	STUDIO 5
Registration Number:	2266728	SYN LAM
Registration Number:	2001222	THERMO CORE
Registration Number:	2913666	WESTMORE
Registration Number:	2001221	WHITE DIAMOND
Registration Number:	2482421	YELLOW STRIPE
Registration Number:	4013892	EURO DELUXE SERIES
Registration Number:	3286402	FINAL TOUCH
Registration Number:	2905873	JSC
Registration Number:	3450349	LEVELBEST
Registration Number:	3018988	LIQUID LIGHTNING
Registration Number:	3729703	PIPE BITE
Registration Number:	3729705	PIPE BITE PUSH-ON FITTINGS
Registration Number:	3020331	PLUMB AIRE
Registration Number:	4018478	PLUMBER TESTED THE PRO'S CHOICE
Registration Number:	4015144	PLUMBER TESTED THE PRO'S CHOICE.
Registration Number:	4407973	QUICKLEAN
Registration Number:	3188802	RINSE-QUIK
Registration Number:	2456354	ULTRAFIT
Registration Number:	4126651	VALUE PLUS
Registration Number:	4067771	IN A WORD: SECURE
Registration Number:	4142914	USE WORDS NOT NUMBERS
Registration Number:	4135942	WL
Registration Number:	3263251	WORDLOCK
Registration Number:	3648794	WORDLOCK
Registration Number:	4147078	WORDLOCK
Serial Number:	85861582	HELPING HAND
Serial Number:	86100208	LOOP 'N LOCK
Serial Number:	86100476	MATCHKEY
Serial Number:	85959831	ALL-IN-THE-FAMILY
Serial Number:	85959809	ALL-IN-THE-FAMILY
Serial Number:	86137214	PLUMBEST
Serial Number:	86324039	LIQYID LIGHTNING PRO

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	91825.00013 (SECOND)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	09/30/2014

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN) (as amended, amended and restated, supplemented or otherwise modified from time to time (this "Agreement"), dated as of September 30, 2014, is made by each of the signatories hereto (the "Grantors"), in favor of Barclays Bank PLC, as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement (as defined below).

WHEREAS, Hardware Midco LLC, a Delaware limited liability company, HBC Holdings LLC, a Delaware limited liability company ("HBC Holdings"), Howard Berger Co. LLC, a Delaware limited liability company ("HBC"), HBC Chemical LLC, a Delaware limited liability company ("HBC Chemical"), One Middlesex Warehousing LLC, a Delaware limited liability company ("OMW"), Wordlock, Inc., a California corporation ("Wordlock"), HBC/FQ LLC, a Delaware limited liability company ("HBC/FQ"), Handy Holdings LLC, a Delaware limited liability company ("HHI"), Handy Hardware LLC, a Delaware limited liability company ("HHLLC"), Plumbing Holdings Corporation, a Delaware corporation ("PHC"), Jones Stephens Corp., an Alabama corporation ("JSC" and together with HBC Holdings, HBC, HBC Chemical, OMW, Wordlock, HBC/FQ, HHI, HHLLC and PHC, each a "Borrower" and collectively, the "Borrowers"), the Administrative Agent and the Lenders from time to time party thereto have entered into the Second Lien Term Loan Credit Agreement, dated as of September 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans for the account of the Borrowers pursuant to, and upon the terms and subject to the conditions specified therein and the Lender Counterparties to enter into Cash Management Obligations and Swap Agreements.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Guaranty and Collateral Agreement (Second Lien) dated as of September 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in order to induce the Lenders to extend credit and the Lender Counterparties to enter into Cash Management Obligations and Swap Agreements.

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the Patents (as defined in the Collateral Agreement) set forth on Schedule A hereto;

(b) the Trademarks (as defined in the Collateral Agreement) set forth on Schedule B hereto; and

TRADEMARK
REEL: 005371 FRAME: 0750

(c) the Copyrights (as defined in the Collateral Agreement) set forth on Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (including by ".pdf" or ".tif") shall be as effective as delivery of a manually signed original.

SECTION 5. Grants Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HARDWARE MIDCO LLC, as Grantor

By: _____
Name: Marc Friedant
Title: Chief Financial Officer

HOWARD BERGER CO. LLC, as Grantor
HBC CHEMICAL LLC, as Grantor
ONE MIDDLESEX WAREHOUSING LLC, as Grantor
WORDLOCK, INC., as Grantor
HBC/FQ LLC, as Grantor
HANDY HOLDINGS LLC, as Grantor
HANDY HARDWARE LLC, as Grantor
PLUMBING HOLDINGS CORPORATION, as Grantor
JONES STEPHENS CORP., as Grantor
HBC HOLDINGS LLC, as Grantor

By: _____
Name: Marc Friedant
Title: Chief Financial Officer

[Signature Page to IP Security Agreement (Second Lien)]

BARCLAYS BANK PLC,
as Administrative Agent

By: _____
Name: Craig J. Malloy

Title:Director

[Signature Page to IP Security Agreement (Second Lien)]

SCHEDULE A
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Intellectual Property

UNITED STATES PATENTS:

United States Patents:

Owner	**Patent No.**	**Title**
HBC/FQ LLC	D449,951	PLUNGER AND CADDY
HBC/FQ LLC	D452,401	PLUNGER AND CADDY
HBC/FQ LLC	D466,661	PLUNGER HANDLE
HBC/FQ LLC	D504,077	TAPE MEASURE WITH PENCIL
HBC/FQ LLC	D504,834	LEVEL WITH KEYHOLE FINDER
HBC/FQ LLC	D511,963	SNOWMAN CARABINER
HBC/FQ LLC	D513,160	CORDLESS DRILL
HBC/FQ LLC	D513,698	CHRISTMAS TREE CARABINER
HBC/FQ LLC	D517,309	REINDEER KEYCHAIN
HBC/FQ LLC	D517,888	HAMMER WITH MALLET HEAD AND MEASURING HANDLE
HBC/FQ LLC	D520,568	HAMMER
HBC/FQ LLC	D522,234	KEYCHAIN WITH LIGHT
HBC/FQ LLC	D523,234	SCREWDRIVER WITH HAMMER END
HBC/FQ LLC	D563,746	LED SCISSORS
HBC/FQ LLC	7,210,243	LEVEL WITH ADJUSTABLE FASTENER LOCATORS
HBC/FQ LLC	7,467,572	HAMMER WITH MALLET HEAD AND MEASURING HANDLE
HBC/FQ LLC	7,509,752	LEVEL WITH ADJUSTABLE FASTENER LOCATORS
Howard Berger Co. LLC	D646,501	FOLDABLE STAND
Howard Berger Co. LLC	D643,230	FOLDABLE STAND
Howard Berger Co. LLC	D696,924	NOVELTY LOCK
Howard Berger Co. LLC	7,272,861	FACE-MASK NECK SASH
Howard Berger Co. LLC	D439,416	PAINT ROLLER FRAME
Howard Berger Co. LLC	D436,447	WIRE BRUSH
Howard Berger Co. LLC	D437,488	BRUSH
Howard Berger Co. LLC	D437,691	BRUSH
Howard Berger Co. LLC	D438,015	BRUSH

Howard Berger Co. LLC	D440,213	BRUSH
WordLock, Inc	6,621,405	CUSTOMIZABLE COMBINATION LOCKING SYSTEM USING TEXTUAL COMBINATIONS
WordLock, Inc.	D575,626	COMBINATION LOCK
WordLock, Inc.	D582,753	COMBINATION LOCK
WordLock, Inc.	D575,625	COMBINATION LOCK
WordLock, Inc.	8,393,186	COMBINATION DISCUS LOCK ASSEMBLY AND METHODS OF USING THE SAME
WordLock, Inc.	8,713,978	COMBINATION DISCUS LOCK ASSEMBLY AND METHODS OF USING THE SAME
WordLock, Inc.	D638,685	COMBINATION DISC LOCK
WordLock, Inc.	D649,013	COMBINATION DISC LOCK
WordLock, Inc.	D639,635	COMBINATION LOCK
WordLock, Inc.	D659,506	COMBINATION LOCK
WordLock, Inc.	D646,953	TEXT LOCK
WordLock, Inc.	D662,394	COMBINATION LOCK
WordLock, Inc.	D662,395	COMBINATION DISC LOCK
WordLock, Inc.	D678,037	COMBINATION DISC LOCK
WordLock, Inc.	D688,113	COMBINATION DISC LOCK
WordLock, Inc.	D668,929	COMBINATION LOCK
WordLock, Inc.	D678,751	COMBINATION LOCK
WordLock, Inc.	D696,925	COMBINATION LOCK
WordLock, Inc.	D696,926	COMBINATION LOCK

United States Patent Applications:

Owner	**Application No.**	**Title**
Howard Berger Co. LLC	62/031,410	COMBINATION HEATER AND FAN
Howard Berger Co. LLC	62/031,417	WINDOW FAN WITH SEALING MECHANISM
Howard Berger Co. LLC	62/031,433	WINDOW FAN WITH COVER
WordLock, Inc.	13/218,368	ROTARY-STYLE COMBINATION LOCK ASSEMBLIES AND ASSOCIATED METHODS
WordLock, Inc.	13/908,983	WORD-BASED LOCK AND KEY

U.S. Patent Licenses:

Licensee	**Licensor**	**Registration/ Application Number**	**Description**
Jones Stephens Corp.	John Thomas	Product tooling	No patent
Jones Stephens Corp.	Bakup , LLC	U.S. No. 6,691,331	Expires - May 2015

Jones Stephens Corp.	H/B Mfg. Inc.	Product tooling	Expired patent
Acco Brands USA LLC	Wordlock, Inc.	U.S. No. 6,621,405	For locks
		U.S. D582,753	
		U.S. D575,625	
		U.S. D575,626 and others	
Wordlock, Inc.	Acco Brands USA LLC	13 Patent Applications	For locks
Staples the Office Superstore, LLC	Wordlock, Inc.	US 6,621,405	For locks

FOREIGN PATENTS:

Foreign Patents:

Owner	**Registration No.**	**Country/State**	**Description**
N/A			

Foreign Patent Applications:

Owner	**Application No.**	**Country**	**Title**
WordLock, Inc.	PCT/US2013/065110	Patent Cooperation Treaty	WORD-BASED LOCK AND KEY

Foreign Patent Licenses:

Licensee	**Licensor**	**Country/State**	**Registration/ Application Number**	**Description**
Jones Stephens Corp.	Bakup , LLC	Canada	Canada Appl. 2,423,710	Expires May 2015

SCHEDULE B
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations:

Owner	**Registration No.**	**Trademark**
HBC Chemical LLC	4,044,703	RATGUARD
HBC Chemical LLC	4,044,713	ZAP-A-ROACH
HBC/FQ LLC	3,606,745	FIREFLY
HBC/FQ LLC	3,689,893	HAMMER ON NAIL (Design)
HBC/FQ LLC	1,363,217	HAND IN HOUSE (Design)
HBC/FQ LLC	3,126,599	HANDY CUT
HBC/FQ LLC	3,186,194	HANDY GLIDES
HBC/FQ LLC	3,189,047	HANDY SCRAPERS
HBC/FQ LLC	3,183,124	HANDY TRAP
HBC/FQ LLC	1,744,249	HELPING HAND
HBC/FQ LLC	1,250,252	HELPING HAND
HBC/FQ LLC	1,453,190	HELPING HAND
HBC/FQ LLC	1,489,228	HELPING HAND
HBC/FQ LLC	2,994,302	HELPING HAND
HBC/FQ LLC	3,108,235	HELPING HAND
HBC/FQ LLC	3,055.520	HELPING HAND
HBC/FQ LLC	3,768,695	HELPING HAND
HBC/FQ LLC	4,334,448	HELPING HAND
HBC/FQ LLC	1,810,797	HELPING HAND & Design
HBC/FQ LLC	1,928,076	HELPING HAND & Design

Owner	Registration No.	Trademark
HBC/FQ LLC	3,054,734	HELPING HAND & Design
HBC/FQ LLC	2,416,889	HELPING HAND & Design-Stacked
HBC/FQ LLC	3,345,380	HELPING HAND & Design-Stacked
HBC/FQ LLC	3,055,521	HELPING HAND & Design-Stacked
HBC/FQ LLC	3,640,998	HELPING HAND & Design-Stacked
HBC/FQ LLC	3,878,899	HELPING HAND & Design-Stacked
HBC/FQ LLC	3,585,097	HOUSE HELPERS BY PARKER & Design
HBC/FQ LLC	3,587,946	LATITUDE
HBC/FQ LLC	3,677,043	LATTITUDE & Hammer Design
HBC/FQ LLC	3,815,467	POP 'N SHOP
HBC/FQ LLC	3,192,076	SOCK LOCKS
HOWARD BERGER CO. LLC	2,135,044	AQUA PLUMB
HOWARD BERGER CO. LLC	2,154,244	AQUA PLUMB
HOWARD BERGER CO. LLC	2,244,920	AQUA PLUMB
HOWARD BERGER CO. LLC	2,135,045	AQUA PLUMB
HOWARD BERGER CO. LLC	2,145,405	AQUA PLUMB
HOWARD BERGER CO. LLC	3,604,721	AUTO STOP DRIP
HOWARD BERGER CO. LLC	3,773,270	BLACK DOG
HOWARD BERGER CO. LLC	3,894,908	BOWL BRILLIANT
HOWARD BERGER CO.	3,995,465	BRIGHT-WAY

Owner	Registration No.	Trademark
LLC		
HOWARD BERGER CO. LLC	3,123,898	COMFORT ZONE
HOWARD BERGER CO. LLC	4,077,230	COMFORT ZONE
HOWARD BERGER CO. LLC	2,988,427	COMFORT ZONE and Design
HOWARD BERGER CO. LLC	4,368,229	CZ
HOWARD BERGER CO. LLC	3,741,007	DESIGNER'S EDGE
HOWARD BERGER CO. LLC	2,492,650	DINO-SAW
HOWARD BERGER CO. LLC	2,753,704	DINO-SAW
HOWARD BERGER CO. LLC	3,506,796	ECO-FRIENDLY
HOWARD BERGER CO. LLC	3,636,444	EL DIABLO
HOWARD BERGER CO. LLC	2,203,993	EVERYTHING BUT THE PAINT
HOWARD BERGER CO. LLC	3,325,620	EXO-PRO
HOWARD BERGER CO. LLC	3,678,974	EXPRESSION
HOWARD BERGER CO. LLC	2/248,571	FLY GUARD
HOWARD BERGER CO. LLC	2,190,482	FLY GUARD (Design)
HOWARD BERGER CO. LLC	3,736,298	FOR THE TRADE
HOWARD BERGER CO.	2,345,459	GALAXY

Owner	Registration No.	Trademark
LLC		
HOWARD BERGER CO. LLC	1,938,235	GAM
HOWARD BERGER CO. LLC	3,499,822	GAM PLUS+
HOWARD BERGER CO. LLC	2,923,377	GAM PRO ADVANTAGE
HOWARD BERGER CO. LLC	3,773,418	GOTHAM
HOWARD BERGER CO. LLC	4,076,629	GOTHAM
HOWARD BERGER CO. LLC	1,129,463	GUARD and Design
HOWARD BERGER CO. LLC	2,333,007	HI TECH
HOWARD BERGER CO. LLC	3,636,443	HOT SHOT
HOWARD BERGER CO. LLC	3,848,764	KOOL MACHINE
HOWARD BERGER CO. LLC	3,633,858	LE PETITE
HOWARD BERGER CO. LLC	1,198,396	MAGIC TOUCH
HOWARD BERGER CO. LLC	4,115,255	MOTHGUARD
HOWARD BERGER CO. LLC	1,819,957	MOUSE GUARD
HOWARD BERGER CO. LLC	3,381,540	PERFECT MASKER
HOWARD BERGER CO. LLC	1,921,955	PERFECT PAINTER
HOWARD BERGER CO.	2,794,802	PERFECT PREP

Owner	Registration No.	Trademark
LLC		
HOWARD BERGER CO. LLC	3,199,848	POOCH 'N PURR
HOWARD BERGER CO. LLC	2,340,890	PRO BRUSH
HOWARD BERGER CO. LLC	4,365,191	PRO-X
HOWARD BERGER CO. LLC	4,365,245	PRO-X
HOWARD BERGER CO. LLC	4,286,946	PRO-X
HOWARD BERGER CO. LLC	2,529,870	PRO-X
HOWARD BERGER CO. LLC	4,290,319	PRO-X & Design
HOWARD BERGER CO. LLC	2,527,507	PX
HOWARD BERGER CO. LLC	3,543,093	PX ECO-FRIENDLY
HOWARD BERGER CO. LLC	4,037,771	QUAD-POD
HOWARD BERGER CO. LLC	1,382,313	SENTINEL
HOWARD BERGER CO. LLC	3,641,474	STOP DRIP
HOWARD BERGER CO. LLC	3,700,935	STOP FLOW
HOWARD BERGER CO. LLC	1,630,803	STUDIO 5
HOWARD BERGER CO. LLC	2,266,728	SYN LAM

Owner	Registration No.	Trademark
HOWARD BERGER CO. LLC	2,001,222	THERMO CORE
HOWARD BERGER CO. LLC	2,913,666	WESTMORE
HOWARD BERGER CO. LLC	2,001,221	WHITE DIAMOND
HOWARD BERGER CO. LLC	2,482,421	YELLOW STRIPE
Jones Stephens Corp.	4,013,892	EURO DELUXE SERIES
Jones Stephens Corp.	3,286,402	FINAL TOUCH
Jones Stephens Corp.	2,905,873	JSC
Jones Stephens Corp.	3,450,349	LEVELBEST
Jones Stephens Corp.	3,018,988	LIQUID LIGHTNING
Jones Stephens Corp.	3,729,703	PIPE BITE
Jones Stephens Corp.	3,729,705	PIPE BITE PUSH-ON FITTINGS
Jones Stephens Corp.	3,020,331	PLUMB AIRE
Jones Stephens Corp.	4,018,478	PLUMBER TESTED THE PRO'S CHOICE
Jones Stephens Corp.	4,015,144	PLUMBER TESTED THE PRO'S CHOICE
Jones Stephens Corp.	4,407,973	QUICKLEAN
Jones Stephens Corp.	3,188,802	RINSE-QUIK
Jones Stephens Corp.	2,456,354	ULTRAFIT
Jones Stephens Corp.	4,126,651	VALUE PLUS
WordLock, Inc.	4,067,771	IN A WORD: SECURE
WordLock, Inc.	4,142,914	USE WORDS NOT NUMBERS
WordLock, Inc.	4,135,942	WL Logo
WordLock, Inc.	3,263,251	WORDLOCK

Owner	Registration No.	Trademark
WordLock, Inc.	3,648,794	WORDLOCK
WordLock, Inc.	4,147,078	WORDLOCK (Stylized)

U.S. Trademark Applications:

Owner	Application No.	Trademark
HBC/FQ LLC	85/861,582	HELPING HAND
Howard Berger Co. LLC	86/100,208	LOOP 'N LOCK
Howard Berger Co. LLC	86/100,476	MATCHKEY
Jones Stephens Corp.	85/959,831	ALL-IN-THE-FAMILY
Jones Stephens Corp.	85/959,809	ALL-IN-THE-FAMILY
Jones Stephens Corp.	86/137,214	PLUMBEST
Jones Stephens Corp.	86/324039	LIQYID LIGHTNING PRO

U.S. Trademark Licenses:

Licensee	Licensor	Registration/ Application Number	Trademark
Sinox Lock Co., Ltd.	Wordlock, Inc.	See TM Schedule	WORDLOCK
Oxford Products, Ltd.	Wordlock, Inc.	See TM Schedule	All Wordlock, Inc. U.S. Trademarks
Yi Feng Manufacturing Co., Ltd.	Wordlock, Inc.	See TM Schedule	WORDLOCK
Acco Brands USA LLC	Wordlock, Inc.	See TM Schedule	All Wordlock U.S.Trademarks
Staples the Office Superstore, LLC	Wordlock, Inc.	See TM Schedule	WORDLOCK
Wordlock, Inc.	Travel Sentry, Inc.	Not Specified	TRAVEL SENTRY
			Red Diamond Design

FOREIGN TRADEMARKS:

Foreign Trademark Registrations:

Owner	Registration No.	Country	Trademark
HBC/FQ LLC	822848422	Brazil	FAUCET QUEEN
HBC/FQ LLC	822848430	Brazil	FAUCET QUEEN
HBC/FQ LLC	822848449	Brazil	FAUCET QUEEN
HBC/FQ LLC	339888	Canada	FAUCET QUEEN
HBC/FQ LLC	822985713	Brazil	FAUCET QUEEN (& Design)
HBC/FQ LLC	822985721	Brazil	FAUCET QUEEN (& Design)
HBC/FQ LLC	822982544	Brazil	FAUCET QUEEN (& Design)
HBC/FQ LLC	822985683	Brazil	HAND IN HOUSE (Design)
HBC/FQ LLC	822985691	Brazil	HAND IN HOUSE (Design)
HBC/FQ LLC	822985705	Brazil	HAND IN HOUSE (Design)
HBC/FQ LLC	320026	Canada	HAND IN HOUSE (Design)
HBC/FQ LLC	P291780	Venezuela	HAND IN HOUSE (Design)
HBC/FQ LLC	P291779	Venezuela	HAND IN HOUSE (Design)
HBC/FQ LLC	P291778	Venezuela	HAND IN HOUSE (Design)
HBC/FQ LLC	TMA684172	Canada	HELPING HAND
HBC/FQ LLC	930815	Mexico	HELPING HAND
HBC/FQ LLC	930816	Mexico	HELPING HAND
HBC/FQ LLC	949804	Mexico	HELPING HAND
HBC/FQ LLC	1095852	Mexico	HELPING HAND
HBC/FQ LLC	1100874	Mexico	HELPING HAND
HBC/FQ LLC	1100875	Mexico	HELPING HAND
HBC/FQ LLC	958275	Mexico	HELPING HAND & Design
HBC/FQ LLC	944716	Mexico	HELPING HAND & Design
HBC/FQ LLC	978424	Mexico	HELPING HAND & Design
HBC/FQ LLC	TMA685501	Canada	HELPING HAND & Design-White
HBC/FQ LLC	006407357	Austria	LATITUDE
HBC/FQ LLC	006407357	Benelux	LATITUDE
HBC/FQ LLC	006407357	Bulgaria	LATITUDE
HBC/FQ LLC	006407357	Cyprus, Republic	LATITUDE
HBC/FQ LLC	006407357	Czech Republic	LATITUDE
HBC/FQ LLC	006407357	Denmark	LATITUDE
HBC/FQ LLC	006407357	Estonia	LATITUDE
HBC/FQ LLC	006407357	European Community	LATITUDE
HBC/FQ LLC	006407357	Finland	LATITUDE
HBC/FQ LLC	006407357	France	LATITUDE
HBC/FQ LLC	006407357	Germany	LATITUDE
HBC/FQ LLC	006407357	Greece	LATITUDE
HBC/FQ LLC	006407357	Hungary	LATITUDE
HBC/FQ LLC	006407357	Ireland	LATITUDE
HBC/FQ LLC	006407357	Italy	LATITUDE
HBC/FQ LLC	006407357	Latvia	LATITUDE

Owner	Registration No.	Country	Trademark
HBC/FQ LLC	006407357	Lithuania	LATITUDE
HBC/FQ LLC	006407357	Malta	LATITUDE
HBC/FQ LLC	006407357	Poland	LATITUDE
HBC/FQ LLC	006407357	Portugal	LATITUDE
HBC/FQ LLC	006407357	Romania	LATITUDE
HBC/FQ LLC	006407357	Slovakia	LATITUDE
HBC/FQ LLC	006407357	Slovenia	LATITUDE
HBC/FQ LLC	006407357	Spain	LATITUDE
HBC/FQ LLC	006407357	Sweden	LATITUDE
HBC/FQ LLC	006407357	United Kingdom	LATITUDE
HOWARD BERGER CO., LLC	199068	Panama	AQUA PLUMB
HOWARD BERGER CO., LLC	199069	Panama	AQUA PLUMB
HOWARD BERGER CO., LLC	204736	Panama	COMFORT ZONE
HOWARD BERGER CO., LLC	217409	Costa Rica	COMFORT ZONE and Design
HOWARD BERGER CO., LLC	199070	Panama	EL DIABLO
HOWARD BERGER CO., LLC	199170	Costa Rica	GAM
HOWARD BERGER CO., LLC	1249212	Australia	HI-TECH
HOWARD BERGER CO., LLC	TMA755,309	Canada	HI-TECH
HOWARD BERGER CO., LLC	199246	Costa Rica	HI-TECH
HOWARD BERGER CO., LLC	1074642	Mexico	HI-TECH
HOWARD BERGER CO., LLC	2509404	United Kingdom	HI-TECH
HOWARD BERGER CO., LLC	1249208	Australia	PX
HOWARD BERGER CO., LLC	TMA751846	Canada	PX
HOWARD BERGER CO., LLC	199251	Costa Rica	PX
HOWARD BERGER CO., LLC	7028384	European Community	PX
HOWARD BERGER CO., LLC	1099307	Mexico	PX
Ultra Hardware Products LLC	5661028	China (People's Republic)	ULTRA Logo
WordLock, Inc.	1033379	Australia	IN A WORD: SECURE
WordLock, Inc.	1033379	Int'l Reg. - Madrid Protocol	IN A WORD: SECURE

Owner	Registration No.	Country	Trademark
WordLock, Inc.	815743	New Zealand	IN A WORD: SECURE
WordLock, Inc.	990759	Australia	USE WORDS NOT NUMBERS
WordLock, Inc.	TMA826875	Canada	USE WORDS NOT NUMBERS
WordLock, Inc.	990759	European Community	USE WORDS NOT NUMBERS
WordLock, Inc.	990759	Int'l Reg. - Madrid Protocol	USE WORDS NOT NUMBERS
WordLock, Inc.	1098280	Mexico	USE WORDS NOT NUMBERS
WordLock, Inc.	1105100	Mexico	USE WORDS NOT NUMBERS
WordLock, Inc.	1105099	Mexico	USE WORDS NOT NUMBERS
WordLock, Inc.	1099008	Mexico	USE WORDS NOT NUMBERS
WordLock, Inc.	801229	New Zealand	USE WORDS NOT NUMBERS
WordLock, Inc.	1108594	Australia	WORDLOCK
WordLock, Inc.	TMA772808	Canada	WORDLOCK
WordLock, Inc.	922471	China (People's Republic)	WORDLOCK
WordLock, Inc.	5318167	European Community	WORDLOCK
WordLock, Inc.	8265738	European Community	WORDLOCK
WordLock, Inc.	922471	Int'l Reg. - Madriid Protocol	WORDLOCK
WordLock, Inc.	922471	Japan	WORDLOCK
WordLock, Inc.	1075846	Mexico	WORDLOCK
WordLock, Inc.	1075847	Mexico	WORDLOCK
WordLock, Inc.	1075848	Mexico	WORDLOCK
WordLock, Inc.	1094866	Mexico	WORDLOCK
WordLock, Inc.	792883	New Zealand	WORDLOCK
WordLock, Inc.	922471	Singapore	WORDLOCK

Foreign Trademark Applications:

Owner	Application No.	Country	Trademark
HBC/FQ LLC	822848414	Brazil	HELPING HAND
HOWARD BERGER CO. LLC	1553667	Canada	PRO-X & Design

Foreign Trademark Licenses:

Licensee	**Licensor**	**Country/State**	**Registration/ Application No.**	**Trademark**
Wordlock, Inc.	Travel Sentry, Inc.	Worldwide	Not Specified	TRAVEL SENTRY
				Red Diamond Design
Yi Feng Manufacturing Co., Ltd.	Wordlock, Inc.	Worldwide	See TM Schedule	WORDLOCK
Oxford Products, Ltd.	Wordlock, Inc.	Worldwide	See TM Schedule	All Wordlock, Inc. Trademarks
ILA Security, Ltd.	Wordlock, Inc.	UK and Ireland	See TM Schedule	All Wordlock, Inc. Trademarks
Acco Brands USA LLC	Wordlock, Inc.	All primarily English speaking countries	See TM Schedule	WORDLOCK USE WORDS NOT NUMBERS
Messingschlanger GmbH and Co. KG	Wordlock, Inc.	European Union, excluding UK	See TM Schedule	WORDLOCK
Staples the Office Superstore, LLC	Wordlock, Inc.	Worldwide	See TM Schedule	WORDLOCK

SCHEDULE C
TO THE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

Copyright Registrations and Copyright Applications

None.