

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326919

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lloyd Industries, Inc.		07/03/2014	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	135 S. LaSalle Street, Suite 295		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77944692	MANPANS	
<b>Serial Number:</b>	77944728	MANPANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172274420		
<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>			
<b>Phone:</b>	6172390746		
<b>Email:</b>	jmckenna@edwardswildman.com		
<b>Correspondent Name:</b>	Joanne H. McKenna		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	202164.0042		
<b>NAME OF SUBMITTER:</b>	Joanne H. McKenna		
<b>SIGNATURE:</b>	/Joanne H. McKenna/		
<b>DATE SIGNED:</b>	12/22/2014		
<b>Total Attachments: 5</b>			
source=TSA#page1.tif			
source=TSA#page2.tif			
source=TSA#page3.tif			
source=TSA#page4.tif			

CH \$65.00 77944692

TRADEMARK



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 3, 2014, is among the undersigned (the "Grantor"), and Bank of America, N.A., as lender (the "Lender").

### 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"), MansPans, LLC, a Washington limited liability company ("MansPans"), and the other guarantors from time to time party thereto (collectively with Holdings, the "Guarantors" and collectively with the Borrowers, the "Obligors"), and the Lender (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 Lender has agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Lender 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 Lender 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 Lender 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 the Lender pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 Lender and the Grantor acknowledge that the Lien and security interest granted to the Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender 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 Mohammod

Title: Treasurer

**LENDER:**

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

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:  
Title:

**LENDER:**

**BANK OF AMERICA, N.A.**

By: *Thomas H. Jones*  
Name: *Thomas H. Jones*  
Title: *Senior Vice President*

{Signature Page to Trademark Security Agreement}

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

<b>Serial Number</b>	<b>Mark</b>	<b>Country</b>	<b>Goods</b>	<b>Registration Number/Date</b>	<b>Status</b>	<b>Owner</b>
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.