

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328553

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lloyd Industries, Inc.		12/24/2014	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Lender		
<b>Street Address:</b>	135 S. LaSalle Street, Suite 295		
<b>Internal Address:</b>	Attn: FPG Loan Administration		
<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: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86428494	HEARTH BAKE DISK	
<b>Serial Number:</b>	86353695	LLOYD PANS	
<b>Serial Number:</b>	86353662	LLOYD PANS	
<b>Serial Number:</b>	86353677	LLOYD PANS	
<b>Serial Number:</b>	86353705	LLOYD PANS	
<b>Serial Number:</b>	86353798	LLOYD PANS	
<b>Serial Number:</b>	86353754	LLOYD PANS	
<b>Serial Number:</b>	86353781	LLOYD PANS	
<b>Serial Number:</b>	86353818	LLOYD PANS	
<b>Serial Number:</b>	86428479	QUIK-DISKS	
<b>Serial Number:</b>	86428509	THE EQUALIZER	
<b>Serial Number:</b>	86428528	THE EQUALIZER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>TRADEMARK</b>			

OP \$315.00 86428494

**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	055048-0005
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	01/09/2015

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 24, 2014, is among the undersigned (each a "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"), ManPans, 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, each Grantor has granted to the Lender a security interest in and continuing lien on, all of such 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 each Grantor's right, title and interest in such Trademark Collateral; and

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

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each 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*

Each Grantor hereby grants to the Lender a security interest in and continuing lien on, all of such 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 each 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*

Each 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*

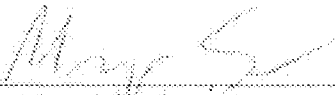
Notwithstanding anything herein to the contrary, the Lender and each Grantor acknowledge that the Lien and security interest granted to the Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender under this Agreement are subject to the provisions of the Intercreditor Agreement. 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.

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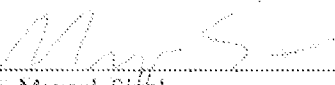
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

**GRANTOR:**

**FOCUS PRODUCTS GROUP INTERNATIONAL,  
LLC**

By:   
Name: Mayank Singh  
Title: Secretary and Treasurer

**SURE FIT INC.**

By:   
Name: Mayank Singh  
Title: Secretary and Treasurer

**LLOYD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name: Marc Navarre  
Title: President

**LENDER:**

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

By: \_\_\_\_\_  
Name:  
Title:

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:**

**FOCUS PRODUCTS GROUP INTERNATIONAL,  
LLC**

By: \_\_\_\_\_  
Name: Mayank Singh  
Title: Secretary and Treasurer

**SURE FIT INC.**

By: \_\_\_\_\_  
Name: Mayank Singh  
Title: Secretary and Treasurer

**LLOYD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name: Marc Navarre  
Title: President

**LENDER:**

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

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**

**REEL: 005437 FRAME: 0891**

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:**

**FOCUS PRODUCTS GROUP INTERNATIONAL,  
LLC**

By: \_\_\_\_\_  
Name:  
Title:

**SURE FIT INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LLOYD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LENDER:**

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

By: Thomas H. Herron  
Name: Thomas H. Herron  
Title: Senior Vice President

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Focus Products Group International, LLC	West Bend	85802270 13-Dec-2012	4507110 01-Apr-2014
Focus Products Group International, LLC	West Bend Professional	86347376 24-Jul-2014	
Focus Products Group International, LLC	OPTI CUT	86251125 14-Apr-2014	
Focus Products Group International, LLC	OPTI GRIP	86251132 14-Apr-2014	
Focus Products Group International, LLC	OPTI POP	86251140 14-Apr-2014	
Focus Products Group International, LLC	OPTI PRESS	86251159 14-Apr-2014	
Focus Products Group International, LLC	OPTI SQUEEZE	86251149 14-Apr-2014	
Focus Products Group International, LLC	OPTI TENDERIZE	86251169 14-Apr-2014	
Focus Products Group International, LLC	Opti Wedgr	86251165 14-Apr-2014	
Focus Products Group International, LLC	Pop Crazy	86209656 03-Mar-2014	
Focus Products Group International, LLC	Popcorn On Demand	86331013 08-Jul-2014	
Focus Products Group International, LLC	The Banking Experts	86108389 01-Nov-2013	
Focus Products Group International, LLC	Theater Crazy	86082917 04-Oct-2013	
Focus Products Group International, LLC	Vinturi	78816310 11-Dec-2006	3353903 11-Dec-2007
Lloyd Industries, Inc.	Hearth Bake Disk	86428494 20-Oct-2014	
Lloyd Industries, Inc.	Lloydpans	86353695 31-Jul-2014	



Lloyd Industries, Inc.	Lloydpanels	86353662 31-Jul-2014	
Lloyd Industries, Inc.	Lloydpanels	86353677 31-Jul-2014	
Lloyd Industries, Inc.	Lloydpanels	86353705 31-Jul-2014	
Lloyd Industries, Inc.	Lloydpanels	86353798 31-Jul-2014	
Lloyd Industries, Inc.	Lloydpanels	86353754 31-Jul-2014	
Lloyd Industries, Inc.	Lloydpanels	86353781 31-Jul-2014	
Lloyd Industries, Inc.	Lloydpanels	86353818 31-Jul-2014	
Lloyd Industries, Inc.	Quik-Disks	86428479 20-Oct-2014	
Lloyd Industries, Inc.	The Equalizer	86428509 20-Oct-2014	
Lloyd Industries, Inc.	The Equalizer	86428528 20-Oct-2014	
Sure Fit Inc.	Formfit Technology By Sure Fit	86433601 24-Oct-2014	
Sure Fit Inc.	Furniture Armor	86286564 20-May-2014	
Sure Fit Inc.	Furniture Attire	86286558 20-May-2014	
Sure Fit Inc.	Sure Fit	85884230 22-Mar-2013	