

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM329560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance, Inc.		01/16/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60660		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86365529	CITI HUB	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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>			
Phone:	800-927-9801 x 62348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	468419		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	01/21/2015		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 16, 2015, is made by the entity listed on the signature pages hereof ("*Grantor*") in favor of General Electric Capital Corporation ("*GE Capital*"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "*Agent*") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties. This Trademark Security Agreement supplements and is in addition to (x) the Trademark Security Agreement entered into by Grantor and other grantors thereunder and accepted by Agent on July 2, 2007 (the "*2007 TSA*"), (y) the Trademark Security Agreement entered into by Grantor and accepted by Agent on July 16, 2010 (the "*2010 TSA*") and (z) the Trademark Security Agreement entered into by Grantor and accepted by Agent on July 19, 2013 (the "*2013 TSA*"), each in connection with the Existing Credit Agreement (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, originally dated as of July 2, 2007, first amended and restated as of July 16, 2010 and second amended and restated as of July 19, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Performance, Inc. ("*Company*"), certain subsidiaries of Company party thereto as Subsidiary Borrowers ("*Subsidiary Borrowers*", and together with Company, "*Borrowers*"), Performance Holdings, Inc., the other Persons party thereto designated as "Credit Parties", the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Guaranty and Security Agreement dated as of July 2, 2007 as amended by the First Amendment to Guaranty and Security Agreement dated as of July 16, 2010 and as amended by the Second Amendment to Guaranty and Security Agreement dated as of July 19, 2013, each in favor of the Agent (and as may be further amended, restated, supplemented or otherwise modified from time to time, the "*Guaranty and Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on *Schedule 1* hereto (which are in addition to, and not in replacement of, those Trademarks and IP Licenses listed in Schedule I of the 2007 TSA, Schedule 1 of the 2010 TSA or Schedule 1 of the 2013 TSA);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement (and pursuant to the 2007 TSA, the 2010 TSA and the 2013 TSA) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby (and in the 2007 TSA, the 2010 TSA and the 2013 TSA) are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, as between Grantor and Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page by facsimile or electronic transmission (including a "pdf") shall be effective as delivery of a manually executed signature page.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 7. Limited Waiver. The Agent and the Lenders hereby waive any breach, Default or Event of Default which has occurred under the Guaranty and Security Agreement solely as a result of Grantor's failure to timely comply with Section 5.7(a) of the Guaranty and Security Agreement with respect to the Trademark Collateral listed on Schedule I hereto; provided, this waiver shall be effective only for such specific defaults and in no event shall be deemed to be a waiver of any other Defaults or Events of Default now existing or hereafter arising.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PERFORMANCE, INC.
as Grantor

By: Herbert R. Judd
Name: Herbert R. Judd Jr.
Title: VP Accounting

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Its Duly Authorized Signatory

[TSA Signature Page]

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina)
) SS.
COUNTY OF Chatham)

On this 16th day of January, 2015 before me personally appeared Kenneth R. Taylor, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Performance, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Paul Raymond Kern
Notary Public
Commission Expires: Sept. 17, 2015

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

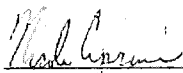
Very truly yours,

PERFORMANCE, INC.
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Its Duly Authorized Signatory

[TSA Signature Page]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Title	Owner	Jurisdiction	Application/ Registration Number
CITIHUB (and Design)	Performance, Inc.	USA	86365529/ Not yet registered

Schedule I
(to Trademark Security Agreement)