

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carstin Brands LLC		12/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	150 North Meramec		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	state chartered trust company: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2081282	ALANTRA	
Registration Number:	3933491	HYLASTONE	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314.552.6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Jennifer A. Visintine		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	53623-139516		
NAME OF SUBMITTER:	Jennifer A. Visintine		
SIGNATURE:	/jav/		
DATE SIGNED:	02/20/2015		
Total Attachments: 11			
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**TRADEMARK, PATENT AND COPYRIGHT
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK, PATENT AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "*Agreement*") is made as of the 30th day of December, 2014, by and among **CARSTIN BRANDS LLC**, a Delaware limited liability company ("Carstin"), **CALLAHAN KITCHEN AND BATH LLC**, a Delaware limited liability company ("Callahan") (Callahan and Carstin are collectively and individually referred to herein as "*Assignors*" and each as an "*Assignor*"), and **ENTERPRISE BANK & TRUST**, a Missouri-chartered trust company, as administrative agent ("*Agent*") for itself and the other Lenders (as defined in the Credit Agreement (as hereinafter defined)).

WHEREAS, Assignors have executed and delivered to Agent and Lenders a Credit Agreement dated as of even date herewith (as amended from time to time, the "*Credit Agreement*"), which provides that Lenders shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Assignors in an outstanding aggregate principal amount not to exceed \$9,500,000;

WHEREAS, in order to induce Agent and Lenders to execute and deliver the Credit Agreement, Assignors have agreed to grant to Agent, for the benefit of Lenders, a security interest in, and collaterally assign to Agent, for the benefit of Lenders, certain trademark, patent and copyright rights; and

WHEREAS, this Agreement is being executed contemporaneously with the Credit Agreement under which Agent, for the benefit of Lenders, has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets (collectively, the "*Other Assets*") relating to products sold under the Intellectual Property, as defined hereinafter; and

WHEREAS, the Credit Agreement provides that Lender shall have the right to foreclose on the Intellectual Property Collateral (as defined herein), and the Other Assets, upon the occurrence of an Event of Default, as defined in the Credit Agreement, in order that any owner of the Intellectual Property Collateral may continue the manufacture or distribution of products under the Intellectual Property and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby agree with Agent as follows:

1. Capitalized Terms. Capitalized terms used and not defined herein shall have the meaning given to them in the Credit Agreement.

2. Grant of Security Interest; Collateral Assignment.

(a) To secure the complete and timely satisfaction of the Obligations, Assignors hereby grant to Agent, for the benefit of Lenders, a continuing security interest in all of their right, title and interest in and to the trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s) and copyright(s) listed on Schedule A attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "*Intellectual Property*"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing are collectively called the "*Intellectual*

Property Rights”), and the goodwill of the business to which the Intellectual Property relates (the “*Associated Goodwill*”) (the Intellectual Property, the Intellectual Property Rights, and the Associated Goodwill are collectively called the “*Intellectual Property Collateral*”).

(b) In addition to the grant of security interest provided in paragraph 1(a), Assignors hereby assign and convey to Agent, for the benefit of Lenders, all of their right, title and interest in and to the Intellectual Property Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default.

3. Representations, Warranties and Covenants of Assignors. Assignors represent, covenant and warrant to Agent that:

(a) The registrations of the Intellectual Property are subsisting and have not been adjudged invalid or unenforceable;

(b) The Intellectual Property is valid and enforceable;

(c) There is no Intellectual Property used by the Assignor in connection with its business other than the Intellectual Property;

(d) No claim has been made that the use of the Intellectual Property does or may violate the rights of any third person;

(e) Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(f) Assignors have the unqualified right to enter into this Agreement and to perform its terms;

(g) Assignors shall use, for the duration of this Agreement, the proper statutory notice in connection with its use of the Intellectual Property; and

(h) Assignors shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Intellectual Property.

4. Inspection Rights. Assignors hereby grant to Agent and its employees, agents and designees the right to visit Assignors’ plants and facilities which manufacture, distribute or store products sold under the Intellectual Property, and to inspect the products and quality control records relating thereto. Assignors shall do any and all acts reasonably required by Agent to ensure Assignors’ compliance with paragraph 2(g) hereof.

5. Further Assurances. Assignors agree that, until all of the Obligations shall have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignors’ obligations under this Agreement, without Agent’s prior written consent. Assignors further agree that at any time and from time to time, at the expense of Assignors, Assignors will promptly execute and deliver

all further instruments and documents, and take all further action, that may be necessary or desirable, or that Agent may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Agent to exercise its rights and remedies hereunder.

6. Additional Intellectual Property. If, before the Obligations shall have been satisfied in full, Assignors shall obtain rights to any registrations of any new trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s), or copyright(s), the provisions of paragraph 2 shall automatically apply thereto and Assignors shall give Agent prompt written notice thereof.

7. Modification by Agent. Assignors authorize Agent to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s), servicemark(s), trademark application(s), trademark(s), patent application(s), patent(s), or copyright(s) covered by paragraphs 2 and 6 hereof, without the signature of any Assignor to the extent permitted by applicable law.

8. Grant of License to Agent for the benefit of Lenders. Assignors hereby presently grant to Agent a license to use the Intellectual Property in connection with the Collateral, upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Agent, for the benefit of Lenders, pursuant to the Credit Agreement and/or this Agreement. The license granted in this paragraph 8 may be transferred by Agent, without any Assignor's consent, to any successor of Agent, any assignee of Agent, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms.

9. Rights of Assignor. Unless and until there shall have occurred an Event of Default, Assignors shall own the title to the Intellectual Property Collateral and shall have the exclusive, nontransferable right to use the Intellectual Property on and in connection with products sold by Assignors, for Assignors' own benefit and account and for none other. Assignors agree not to sell or assign its interest in, or grant any license under the Intellectual Property or the other Intellectual Property Collateral, other than the license to Agent, for the benefit of Lenders, hereunder, without the prior written consent of Agent.

10. Default. If any Event of Default shall have occurred, Agent shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Credit Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property Collateral may be located.

11. Termination of Agreement. At such time as Assignors shall completely satisfy all of the Obligations and the Credit Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Agent shall execute and deliver to Assignors, at Assignors' expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Agent pursuant hereto.

12. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees,

maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignors on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the interest rate then applicable under the Credit Agreement.

13. Preservation of Intellectual Property Rights. Assignors shall have the duty, through counsel reasonably acceptable to Agent, to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with the foregoing shall be borne by Assignors. Assignors shall not abandon any Intellectual Property without the prior written consent of Agent, which consent shall not be unreasonably withheld. Assignors shall have the right, with the consent of Agent, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Intellectual Property, in which event Agent may, if necessary, be joined as a nominal party to such suit so long as Agent is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignors shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in the fulfillment of any provision of this paragraph 13.

14. Agent Appointed Attorney-In-Fact. Assignors hereby authorize and empower Agent, upon and after the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Agent, as Agent may select, in its exclusive discretion, as Assignors' true and lawful attorney-in-fact, with the power to endorse each Assignor's name on all applications, documents, papers and instruments necessary for Agent to use the Intellectual Property or the other Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to Agent or anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone else. Assignors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. Agent May Act. If any Assignor fails to comply with any of its obligations hereunder, Agent may do so in such Assignor's name or in Agent's name to the extent permitted by applicable law, but at such Assignor's expense, and Assignors hereby agree to reimburse Agent in full for all reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in protecting, defending or maintaining the Intellectual Property Collateral or any part thereof.

16. No Waiver. No course of dealing between any Assignor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, under the Credit Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Rights Cumulative. All of Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7.

20. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of Assignors, Agent and Lenders; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignors hereunder with respect to transferring any part of or interest in the Intellectual Property Collateral.

21. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Illinois.

22. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

23. Counterparts; Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

24. Jury Trial. ASSIGNORS HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY (WHICH AGENT ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

25. Jurisdiction. This Assignment has been negotiated, executed and delivered in various jurisdictions. In order to provide for a uniform and well established body of commercial and other law to define and govern the rights and duties of the parties, the parties agree that this Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Illinois without giving effect to any choice of law rules thereof; provided, however, that if any of the Collateral shall be located in any jurisdiction other than Illinois, the laws of such jurisdiction shall govern the method, manner and procedure for foreclosure of the security interest or other lien of the Agent or any Lender upon such Collateral and the enforcement of the other remedies of the Agent or any Lender in respect of such Collateral to the extent that the laws of such jurisdiction are different from or inconsistent with the laws of Illinois. ASSIGNORS HEREBY CONSENT TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN DOUGLAS COUNTY, ILLINOIS OR FEDERAL COURT HAVING JURISDICTION OVER DOUGLAS COUNTY, ILLINOIS, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNORS AT THE ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. ASSIGNORS WAIVE ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. ASSIGNORS FURTHER AGREE NOT TO ASSERT AGAINST THE AGENT OR ANY LENDER (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY SUCH LENDER) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS ASSIGNMENT, ANY LENDER'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

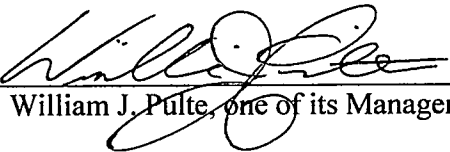
[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNORS:

CARSTIN BRANDS LLC, a Delaware limited liability company

By: CALLAHAN KITCHEN AND BATH LLC, a Delaware limited liability company, its Manager
By: MULLETT HOLDINGS LLC, a Delaware limited liability company, its Manager

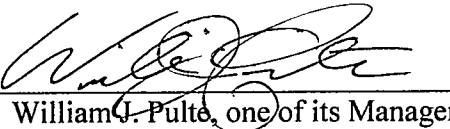
By: 
William J. Pulte, one of its Manager

By: KIRKPATRICK INVESTMENT HOLDINGS I, LLC, a Delaware limited liability company, one of its Manager

By: _____
Kip Kirkpatrick, its Manager

CALLAHAN KITCHEN AND BATH LLC, a Delaware limited liability company

By: MULLETT HOLDINGS LLC, a Delaware limited liability company, its Manager

By: 
William J. Pulte, one of its Manager

By: KIRKPATRICK INVESTMENT HOLDINGS I, LLC, a Delaware limited liability company, one of its Manager

By: _____
Kip Kirkpatrick, its Manager

[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNORS:


CARSTIN BRANDS LLC, a Delaware limited liability company

By: CALLAHAN KITCHEN AND BATH LLC, a Delaware limited liability company, its Manager

By: MULLETT HOLDINGS LLC, a Delaware limited liability company, its Manager

By: _____
William J. Pulte, one of its Manager

By: KIRKPATRICK INVESTMENT HOLDINGS I, LLC, a Delaware limited liability company, one of its Manager

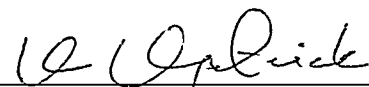
By:  _____
Kip Kirkpatrick, its Manager

CALLAHAN KITCHEN AND BATH LLC, a Delaware limited liability company

By: MULLETT HOLDINGS LLC, a Delaware limited liability company, its Manager

By: _____
William J. Pulte, one of its Manager

By: KIRKPATRICK INVESTMENT HOLDINGS I, LLC, a Delaware limited liability company, one of its Manager

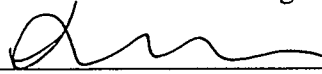
By:  _____
Kip Kirkpatrick, its Manager

[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

TRADEMARK
REEL: 005463 FRAME: 0240

STATE OF FLORIDA)
) SS
COUNTY OF Palm Beach)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 8th day of ~~December~~ Jan. 2015 2014, personally appeared William J. Pulte, to me known personally, and who, being by me duly sworn, deposes and says that he is the one of the managers of Mullett Holdings LLC, a Delaware limited liability company, one of the managers of CALLAHAN KITCHEN AND BATH, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said William J. Pulte acknowledged said instrument to be the free act and deed of said limited liability companies.



Notary Public

My commission expires: 12-14-15



LESLIE ANNE ROMERO
MY COMMISSION # EE 136794
EXPIRES: December 14, 2015
Bonded Thru Budget Notary Services

STATE OF MISSOURI)
) SS
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of December 2014, personally appeared Kip Kirkpatrick, to me known personally, and who, being by me duly sworn, deposes and says that he is the one of the managers of Kirkpatrick Investment Holdings I, LLC, a Delaware limited liability company, one of the managers of CALLAHAN KITCHEN AND BATH, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said Kip Kirkpatrick acknowledged said instrument to be the free act and deed of said limited liability companies.

Notary Public

My commission expires: _____

STATE OF MISSOURI)
) SS
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ___ day of December 2014, personally appeared William J. Pulte, to me known personally, and who, being by me duly sworn, deposes and says that he is the one of the managers of Mullett Holdings LLC, a Delaware limited liability company, one of the managers of Callahan Kitchen and Bath, LLC, a Delaware limited liability company, the Manager of CARSTIN BRANDS LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said William J. Pulte acknowledged said instrument to be the free act and deed of said limited liability companies.

Notary Public

My commission expires: _____

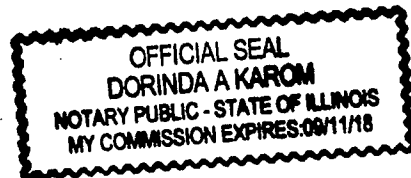
Illinois
STATE OF MISSOURI)
) SS
COUNTY OF COOK)

January 2015 Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 7th day of ~~December 2014~~, personally appeared Kip Kirkpatrick, to me known personally, and who, being by me duly sworn, deposes and says that he is the one of the managers of Kirkpatrick Investment Holdings I, LLC, a Delaware limited liability company, one of the managers of Callahan Kitchen and Bath, LLC, a Delaware limited liability company, the Manager of CARSTIN BRANDS LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said Kip Kirkpatrick acknowledged said instrument to be the free act and deed of said limited liability companies.

Dorinda A. Karom

Notary Public

My commission expires: 9-11-18



IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

AGENT:

ENTERPRISE BANK & TRUST

By: 
Matthew Kakta, Vice President

**[SIGNATURE PAGE TO TRADEMARK, PATENT AND COPYRIGHT
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]**

SCHEDULE A

Trademarks:

<u>Description of Trade Right</u>	<u>Type</u>	<u>Right of Use</u>	<u>Registering Body/ Registration Number</u>
ALANTRA	Trademark	Owner	USPTO #2081282
HYLASTONE	Trademark	Owner	USPTO #3933491
Carstin Brands LLC	Tradenname	Owner	Illinois Secretary of State
http://carstinbrands.com	Domain name / website	Owner	ICANN

Patents:

None

Copyrights:

None