

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSI Home Products Management, Inc., as Grantor		03/16/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	333 S. Grand Avenue, 5th Floor, Suite 5A		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4311625	AMERICANCLASSICS	
Registration Number:	4304034	VICO VALUE IN COST OUT	
Registration Number:	4363158	MASTERBATH	
Registration Number:	4238782	EXPRESS OPTIONS	
Registration Number:	4209690	VICO	
Registration Number:	4165269	CONTINENTAL CABINETS	
Registration Number:	4165268	CONTINENTAL CABINETS	
Registration Number:	3332900	STOR-IT-ALL	
Registration Number:	3545356	VERSAKIT	
Registration Number:	3888150	STOR-MOR	
Registration Number:	3545316	VERSAKIT	
Registration Number:	3836253	ARCHITECTURAL BATH	
Registration Number:	3248403	PERMAVAR	
Registration Number:	3868701	STONETEK	
Registration Number:	3901430	MEDISAFE BY RSI	
Registration Number:	3901429	MEDISAFE BY RSI	
Registration Number:	3901428	MEDISAFE	
Registration Number:	3796464	TRADEMARK	
Registration Number:	3880309	INSIGNIA	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3934780	RSI
Registration Number:	3524649	RSI PCS
Registration Number:	3524648	RSI PROFESSIONAL CABINET SOLUTIONS
Registration Number:	3423270	QWIK HANG
Registration Number:	2899001	ESTATE BY RSI
Registration Number:	2793759	MASTERBATH
Registration Number:	2796727	AMERICAN CLASSICS
Registration Number:	1664930	CONTINENTAL CABINETS INC.
Registration Number:	1610592	RSI

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	03/18/2015

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RSI Home Products Management, Inc., as Grantor

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 16, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association, as Collateral Agent

Street Address: 333 S. Grand Avenue, 5th Floor, Suite 5A

City: Los Angeles

State: California

Country: USA Zip: 90071

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08061.0896

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

Ken Tan

03/17/2015

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of March 16, 2015, by RSI Home Products Management, Inc. (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each 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,

RSI HOME PRODUCTS MANAGEMENT, INC.

By: 

Name: David R. Lowrie

Title: Executive Vice President -

Administration, Treasurer and Assistant
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
not in its individual capacity but solely as Collateral Agent

By: _____

Name: Martin Reed

Title: Vice President




[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005480 FRAME: 0274




SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

See attached.


**RSI Home Products Management, Inc.
U.S. Trademarks**

Trademark	Recorded Owner	App. No.	Filing Date	Reg. No.	Reg. Date	Status
AMERICANCLASSICS	RSI Home Products Management, Inc.	85525270	1/25/2012	4311625	4/2/2013	Registered
	RSI Home Products Management, Inc.	85552575	2/24/2012	4304034	3/19/2013	Registered
MASTERBATH	RSI Home Products Management, Inc.	85525267	1/25/2012	4363158	7/9/2013	Registered
EXPRESS OPTIONS	RSI Home Products Management, Inc.	85388726	8/3/2011	4238782	11/6/2012	Registered
VICO	RSI Home Products Management, Inc.	85542577	2/14/2012	4209690	9/18/2012	Registered
	RSI Home Products Management, Inc.	85152696	10/14/2010	4165269	6/26/2012	Registered
CONTINENTAL CABINETS	RSI Home Products Management, Inc.	85152689	10/14/2010	4165268	6/26/2012	Registered
STOR-IT-ALL	RSI Home Products Management, Inc.	78978990	3/24/2005	3332900	11/6/2007	Registered
	RSI Home Products Management, Inc.	78915508	6/23/2006	3545356	12/9/2008	Registered - (To be Abandoned)
STOR-MOR	RSI Home Products Management, Inc.	78913205	6/21/2006	3888150	12/7/2010	Registered
VERSAKIT	RSI Home Products Management, Inc.	78890184	5/23/2006	3545316	12/9/2008	Registered - (To be Abandoned)
ARCHITECTURAL BATH	RSI Home Products Management, Inc.	78671621	7/15/2005	3836253	8/17/2010	Registered
PERMAVAR	RSI Home Products	78649800	6/13/2005	3248403	5/29/2007	Registered

**RSI Home Products Management, Inc.
U.S. Trademarks**

Trademark	Recorded Owner	App. No.	Filing Date	Reg. No.	Reg. Date	Status
	Management, Inc.					
STONETEK	RSI Home Products Management, Inc.	77979073	11/12/2007	3868701	10/26/2010	Registered
	RSI Home Products Management, Inc.	77771585	6/30/2009	3901430	1/4/2011	Registered
MEDISAFE BY RSI	RSI Home Products Management, Inc.	77771570	6/30/2009	3901429	1/4/2011	Registered
MEDISAFE	RSI Home Products Management, Inc.	77771562	6/30/2009	3901428	1/4/2011	Registered
TRADEMARK	RSI Home Products Management, Inc.	77529284	7/23/2008	3796464	6/1/2010	Registered
INSIGNIA	RSI Home Products Management, Inc.	77398394	2/15/2008	3880309	11/23/2010	Registered
	RSI Home Products Management, Inc.	77391737	2/7/2008	3934780	3/22/2011	Registered
RSI PCS	RSI Home Products Management, Inc.	77034446	11/1/2006	3524649	10/28/2008	Registered
RSI PROFESSIONAL CABINET SOLUTIONS	RSI Home Products Management, Inc.	77034442	11/1/2006	3524648	10/28/2008	Registered
QWIK HANG	RSI Home Products Management, Inc.	76551730	10/10/2003	3423270	5/6/2008	Registered
	RSI Home Products Management, Inc.	76537246	8/14/2003	2899001	11/2/2004	Registered
MASTERBATH	RSI Home Products Management, Inc.	76366320	2/1/2002	2793759	12/16/2003	Registered
AMERICAN CLASSICS	RSI Home Products	76366319	2/1/2002	2796727	12/23/2003	Registered

**RSI Home Products Management, Inc.
U.S. Trademarks**

Trademark	Recorded Owner	App. No.	Filing Date	Reg. No.	Reg. Date	Status
	Management, Inc.					
	RSI Home Products Management, Inc.	74089553	8/20/1990	1664930	11/19/1991	Registered
RSI	RSI Home Products Management, Inc.	73818628	8/11/1989	1610592	8/21/1990	Registered

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