

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337277

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REGGIO REGISTER COMPANY LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1528096	REGGIO REGISTER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F154875		
NAME OF SUBMITTER:	James Won		
SIGNATURE:	/James Won/		
DATE SIGNED:	04/03/2015		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 2, 2015, by and between SILICON VALLEY BANK ("Bank") and REGGIO REGISTER COMPANY LLC ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor, Net Direct Merchants, LLC, American Tin Ceiling Company, LLC, and Renovation Supply, LLC (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Net Direct Merchants, LLC dated May 29, 2012, as amended by that certain Waiver, Consent, Joinder and First Amendment to Loan and Security Agreement by and among Bank, Net Direct Merchants, LLC, and American Tin Ceiling Company, LLC, dated as of July 31, 2013, as further amended by that certain Second Amendment to Loan and Security Agreement by and between Bank, Net Direct Merchants, LLC and American Tin Ceiling Company, LLC, dated as of June 26, 2014, and as further amended by that certain Consent, Joinder and Third Amendment to Loan and Security Agreement by and between Bank, Net Direct Merchants, LLC, American Tin Ceiling Company, LLC, Renovation Supply, LLC and Grantor, dated as of March 2, 2015 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, Net Direct Merchants, LLC, American Tin Ceiling Company, LLC, and Renovation Supply, LLC, but only upon the condition, among others, that Grantor, Net Direct Merchants, LLC, American Tin Ceiling Company, LLC, and Renovation Supply, LLC shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its, Net Direct Merchants, LLC's, American Tin Ceiling Company, LLC's, and Renovation Supply, LLC's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its, Net Direct Merchants, LLC's, American Tin Ceiling Company, LLC's, and Renovation Supply, LLC's obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or

unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

31 Jytek Rd.
Leominster, MA 01453

Attn: _____

REGGIO REGISTER COMPANY LLC

By: 

Title: Manager

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: 

Title: Director

EXHIBIT A

Copyrights

Grille: no. 412; Registration Number VA0001316961; page 2.
Grille: no. 414; Registration Number VA0001316960; page 3.
Grille: no. 416; Registration Number VA0001316959; page 4.
Grille: no. 610; Registration Number VA0001316958; page 5.
Grille: no. 612; Registration Number VA0001316957; page 6.
Grille: no. 614; Registration Number VA0001316956; page 7.
Grille: no. 616; Registration Number VA0001316955; page 8.
Grille: no. 812; Registration Number VA0001316954; page 9.
Grille: no. 814; Registration Number VA0001316962; page 10.
Grille: no. 816; Registration Number VA0001316963; page 11.

EXHIBIT B

Patents

None.

EXHIBIT C

Federal Level Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
USPTO Trademark -- (1) Typed Drawing -- "Reggio Register" -- Goods and Services: IC 011. US 034. G & S: Heating Registers and Grates for Heating Registers for Domestic Use	1528096	9/17/1977

State Level Trademarks

None.

EXHIBIT D

Mask Works

None.