

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
3 DAY BLINDS CORPORATION		04/20/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ING CAPITAL LLC		
<b>Street Address:</b>	1325 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4644629	WE DESIGN WE MEASURE WE INSTALL YOU RELA	
<b>Registration Number:</b>	4644632	WE DESIGN WE MEASURE WE INSTALL YOU RELA	
<b>Registration Number:</b>	4666266	WE DESIGN WE MEASURE WE INSTALL YOU RELA	
<b>Registration Number:</b>	4163306	SHEER MAGIC	
<b>Registration Number:</b>	4165810	SIMPLY SHEER	
<b>Registration Number:</b>	3925942	3DB 3 DAY BLINDS	
<b>Registration Number:</b>	3931388	YOU'LL LOVE THE TREATMENT	
<b>Registration Number:</b>	3846927	3 DAY BLINDS	
<b>Registration Number:</b>	3842057	3DB	
<b>Registration Number:</b>	2392142	DUOSHADE	
<b>Registration Number:</b>	3746686	FLEXCELL	
<b>Registration Number:</b>	2416283	LIGHT-LESS	
<b>Registration Number:</b>	2958592	TILT MAGIC	
<b>Registration Number:</b>	1975201	ULTIMA	
<b>Registration Number:</b>	2443574	AMERICA' S WINDOW COVERING SPECIALIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 4644629

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 301-638-0511  
**Email:** penelope@ipresearchplus.com  
**Correspondent Name:** Corporation Service Company  
**Address Line 1:** 1090 Vermont Avenue, Ste 430  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	COS1-40097
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	05/14/2015

**Total Attachments: 6**  
source=40097#page1.tif  
source=40097#page2.tif  
source=40097#page3.tif  
source=40097#page4.tif  
source=40097#page5.tif  
source=40097#page6.tif

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of April 20, 2015, among 3 Day Blinds Corporation (“**Grantor**”), and ING CAPITAL LLC, as collateral agent for Secured Parties (in such capacity, “**Collateral Agent**”).

### RECITALS

- (A) 3DB MBO PARTNERS ACQUISITION CORP, a Delaware corporation (“**Borrower**”), 3DB MBO LLC, a Delaware limited liability company (“**Holdings**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), ING CAPITAL LLC, as administrative agent for Lenders (in such capacity, the “**Administrative Agent**”), Collateral Agent and the other parties thereto are parties to a Credit Agreement dated as of April 20, 2015 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of April 20, 2015, in favor of Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### **Section 1 Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

#### **Section 2 Grant of Security Interest in Intellectual Property Collateral**

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations (as defined in the Credit Agreement), Grantor hereby pledges, assigns, transfers and grants to Collateral Agent, for its benefit and for the benefit of Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all Trademarks owned by or licensed to Grantor, including those referred to on Schedule I hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (b) all Intellectual Property Licenses in respect of Trademarks to which Grantor is a party;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned or licensed

Trademark, or (ii) injury to the goodwill associated with any owned or licensed Trademark.

**Section 3 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

**Section 4 Pledge and Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest granted by it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

**Section 5 Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officers or representatives thereunto duly authorized as of the date first written above.

3 DAY BLINDS CORPORATION,

as Grantor

By: 

Name: David Hall

Title: President

[signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005516 FRAME: 0945**

**ACCEPTED AND AGREED:**

**ING CAPITAL LLC,**  
as Collateral Agent

By: Thomas K. McCaughey  
Name: Thomas K. McCaughey  
Title: Managing Director

By: Edward Bailey  
Name: Edward Bailey  
Title: Director

**SCHEDULE I TO THE TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

**Trademarks**

<b>Grantor</b>	<b>Mark</b>	<b>Reg. No. or Appin. No.</b>	<b>Date</b>
3 Day Blinds Corporation	WE DESIGN WE MEASURE WE INSTALL YOU RELAX  (word mark)	4,644,629	Nov. 25, 2014
3 Day Blinds Corporation	WE DESIGN WE MEASURE WE INSTALL YOU RELAX  (design plus words)	4,644,632	Nov. 25, 2014
3 Day Blinds Corporation	WE DESIGN WE MEASURE WE INSTALL YOU RELAX  (design plus words)	4,666,266	Jan 6, 2015
3 Day Blinds Corporation	SHEER MAGIC  (word mark)	4,163,306	Jun 26, 2012
3 Day Blinds Corporation	SIMPLY SHEER  (word mark)	4,165,810	Jun 26, 2012
3 Day Blinds Corporation	3DB 3 DAY BLINDS  (design plus words; logo)	3,925,942	Mar 1, 2011
3 Day Blinds Corporation	YOU'LL LOVE THE TREATMENT  (word mark)	3,931,388	Mar 15, 2011
3 Day Blinds Corporation	3 DAY BLINDS  (word mark)	3,846,927	Sep 14, 2010
3 Day Blinds Corporation	3DB  (design logo)	3,842,057	Aug 31, 2010
3 Day Blinds Corporation	DUOSHADE  (word mark)	2,392,142	Oct 3, 2000

Grantor	Mark	Reg. No. or Appin. No.	Date
3 Day Blinds Corporation	FLEXCELL (word mark)	3,746,686	Feb 9, 2010
3 Day Blinds Corporation	LIGHT-LESS (word mark)	2,416,283	Dec 26, 2000
3 Day Blinds Corporation	TILT MAGIC (word mark)	2,958,592	May 31, 2005
3 Day Blinds Corporation	ULTIMA (word mark; typed drawing)	1,975,201	May 21, 1996
3 Day Blinds Corporation	AMERICA'S WINDOW COVERING SPECIALIST (word mark; typed drawing)	2,443,574	Apr 10, 2001