

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Family Direct, Inc.		05/22/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Northbrook Bank & Trust Company		
Street Address:	1100 Waukegan Rd.		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062-4663		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2962542	DRIVE YOUR DEALERSHIP TO HIGHER PROFITS	
Registration Number:	3222389	SID SAVAGE	
Registration Number:	4297612	SID SAVAGE AUTO DEALER SUPPLY	
Registration Number:	3222388	SID SAVAGE AUTO DEALER SUPPLY	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	chiipdocket@seyfarth.com		
Correspondent Name:	Julia K. Sutherland		
Address Line 1:	131 South Dearborn Street		
Address Line 2:	Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	074313-000004		
NAME OF SUBMITTER:	Julia K. Sutherland		
SIGNATURE:	/jks/		
DATE SIGNED:	05/26/2015		
Total Attachments: 6			

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Execution Version

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 22, 2015, by FAMILY DIRECT, INC., a Michigan corporation ("Grantor"), in favor of NORTHBROOK BANK & TRUST COMPANY, in its capacity as administrative agent for the Lenders party to the Credit Agreement ("Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of August 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor and/or its affiliates. The Grantor joined the Credit Agreement by virtue of that certain Joinder Agreement, dated as of the date hereof, by and among the Grantor, the Administrative Agent and the other parties thereto (the "Joinder Agreement").

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of August 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured. The Grantor joined the Guaranty and Collateral Agreement by virtue of the Joinder Agreement.

C. Pursuant to the terms of the Joinder Agreement and the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications (other than intent-to-use trademark applications) and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement

of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Joinder Agreement and the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, Joinder Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

Each of the undersigned has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

FAMILY DIRECT, INC.

By: 

Robert D. Cocks
Chief Executive Officer

Acknowledged:

**NORTHBROOK BANK & TRUST
COMPANY**, as the Administrative Agent

By: _____
Nathan Margol, Senior Vice President

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GRANTOR:

FAMILY DIRECT, INC.

By: _____
Robert D. Cocks
Chief Executive Officer

Acknowledged:

**NORTHBROOK BANK & TRUST
COMPANY**, as the Administrative Agent


By: 
Nathan Margol, Senior Vice President

TRADEMARK

REEL: 005522 FRAME: 0871

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
DRIVE YOUR DEALERSHIP TO HIGHER PROFITS	6/14/05	2962542
SID SAVAGE Sid Savage	3/27/07	3222389
SID SAVAGE AUTO DEALER SUPPLY and Design 	3/5/13	4297612
SID SAVAGE AUTO DEALER SUPPLY Sid Savage Auto Dealer Supply	3/27/07	3222388

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Applications

None.