

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344976

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BACHARACH, INC.		04/28/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4237246	DRAFTRITE	
<b>Registration Number:</b>	3993267	COMFORT CHEK	
<b>Registration Number:</b>	4471630	FYRITE INTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	4975.137		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	06/17/2015		
<b>Total Attachments: 5</b>			
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source=Bacharach Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2015, by BACHARACH, INC., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of July 22, 2011 by and among Grantor, as US Borrower, Bacharach Ireland Limited, a private company limited by shares, as Irish Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, due to the fact that Grantor, among others, executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated September 11, 2007 herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, 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.

BACHARACH, INC., a Delaware corporation

By: *[Signature]*  
Title: V.P. Treasurer & Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

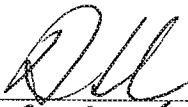
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BACHARACH, INC., a Delaware corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By   
Name A. Brady Hahn  
Title Vice President

**SCHEDULE I**

**TO TRADEMARK SECURITY AGREEMENT**

TRADEMARKS:

U.S. TRADEMARK REGISTRATIONS

Country	MarkName	Status	Application Number	Application Date	Registration Number	Registration Date
United States	DRAFTRITE	Registered	85/584,508	03/30/2012	4,237,246	11/06/2012
United States	COMFORT CHEK	Registered	85/183,244	11/23/2010	3,993,267	07/12/2011
United States	FYRITE INTECH	Registered	85/619,490	05/08/2012	4,471,630	01/21/2014

FOREIGN TRADEMARK REGISTRATIONS

China P.R.	BACHARACH	Registered	9978059	09/19/2011	9978059	11/21/2012
Community Trademark	COMFORT CHEK	Registered	009724238	02/09/2011	009724238	07/14/2011
Great Britain	TUNE-RITE	Registered	3079503	10/30/2014	UK00003079503	01/30/2015