

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polder Products, LLC		01/11/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Advantage Capital Connecticut Partners I, Limited Partnership		
Street Address:	45 Nod Road		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001		
Entity Type:	LIMITED PARTNERSHIP: CONNECTICUT		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2731352	HOME TOOLS	
Registration Number:	2282834	POLDER	
Registration Number:	3578416	LIFE MEETS STYLE	
Registration Number:	3209653	SAFE SERVE	
Registration Number:	3190103	SPEED-READ	
Registration Number:	4492144	STYLE STATION	
Registration Number:	4314185	STABLE-READ	
Registration Number:	4492143	STYLING STATION	
Registration Number:	4530943	HOT SLEEVE	
Serial Number:	86810686	WTF!	
Serial Number:	86810676	GRIP DRY	
CORRESPONDENCE DATA			
Fax Number:	8602515211		
<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:	860-251-5703		
Email:	trademarks@goodwin.com		
Correspondent Name:	Barb Villandry, Paralegal		
Address Line 1:	Shiman & Goodwin LLP		

OP \$290.00 2731352

Address Line 2: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER: 31015-17

NAME OF SUBMITTER: Barb Villandry, Paralegal

SIGNATURE: /Barb Villandry/

DATE SIGNED: 01/12/2016

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of January 11, 2016, is made by POLDER PRODUCTS, LLC, a Delaware limited liability company ("**Grantor**") in favor of **Advantage Capital Connecticut Partners I, Limited Partnership**, a Connecticut limited partnership ("**Secured Party**").

WHEREAS, Grantor has entered into a Senior Subordinated Note Purchase and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"), with the Secured Party.

WHEREAS, under the terms of the Purchase Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding each United States application to register any Trademark prior to the filing under applicable law of a verified statement of use (or equivalent) for such Trademark;

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks to record and register this IP Security Agreement upon request by Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Purchase Agreement, which is hereby incorporated by reference. The provisions of the Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Purchase Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

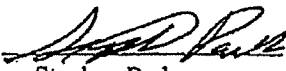
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

POLDER PRODUCTS, LLC

By: 
Name: Stephen Parks
Title: Secretary

AGREED TO AND ACCEPTED:

**ADVANTAGE CAPITAL CONNECTICUT
PARTNERS I, LIMITED PARTNERSHIP**

By: Ironwood Capital Connecticut I LLC,
its Attorney-in-Fact

By: _____
Name: John Strahley
Title: Member

[Signature Page to IP Security Agreement]

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

POLDER PRODUCTS, LLC

By: _____

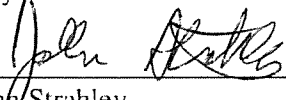
Name: Stephen Parks

Title: Secretary

AGREED TO AND ACCEPTED:

**ADVANTAGE CAPITAL CONNECTICUT
PARTNERS I, LIMITED PARTNERSHIP**

By: Ironwood Capital Connecticut I LLC,
its Attorney-in-Fact

By:  _____

Name: John Strahley

Title: Member

[Signature Page to IP Security Agreement]

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Title	Appln No.	Patent No.
IRON REST	29/200,990	D502,581
Hair Styling Device Holster	29/390,854	D670865
HAIR STYLING DEVICE HOLSTER	13/346,461	8689999
HAIR STYLING DEVICE HOLSTER	29/449,658	D707397
HAIR STYLING DEVICE HOLSTER SLEEVE	29453395	D711043
WINE GLASS DRYER	29/482,637	D706009
Drying rack base	29/472,342	D706008
Drying rack assembly	29/472,344	D706510
Shoe Rack	29/473,262	D709307
SINK STRAINER AND STOPPER	29/483,531	D728078
Thermometer Probe	29/482,607	D726558
WINE GLASS DRYER	29/515,697	
DRYING RACK	29/520,037	
SINK STRAINER AND STOPPER	29/537,843	
Hair Styling Device Holster	29/545,097	
Paper Towel Holder	29/271,116	D555,953
Shower Curtain Rod Assembly	29/259,941	D543,839
Shower Curtain Rod Fitting	29/224,084	D542,125
Iron Retaining System and Support Device Thereof	12/463,766	8,132,346
Canister	29305802	D585706
Ironing Board Legs	29262639	D547018
Ironing Board	29262636	D546516
Rolled sheet product dispenser	11/684,432	7,419,118
Drain Strainer and Stopper	14/973,877	

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Appln. No.	Reg. No.
HOME TOOLS	76/337,052	2,731,352
Polder (stylized)	75/449,264	2,282,834
Life Meets Style	77/081,205	3,578,416
SAFE SERVE	78/563,013	3,209,653
SPEED-READ	78/615,827	3,190,103
STYLE STATION	85/759,603	4,492,144
STABLE – READ	85/499,803	4,314,185
STYLING STATION	85/759,597	4,492,143
HOT SLEEVE	86/001,071	4,530,943
WTF!	86/810,686	
GRIP DRY	86/810,676	