

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Top Knobs USA, Inc.		04/04/2016	Corporation:
Hardware Resources, Inc.		04/04/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Administrative Agent		
<b>Street Address:</b>	Rodney Square North		
<b>Internal Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 45</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2465345	TOP KNOBS	
<b>Registration Number:</b>	4063521	PASSPORT	
<b>Registration Number:</b>	4063522	SANCTUARY	
<b>Registration Number:</b>	4263176	TOP KNOBS	
<b>Registration Number:</b>	4577148	CHAREAU	
<b>Registration Number:</b>	3591304	VITUS	
<b>Registration Number:</b>	3591303	VITUS	
<b>Registration Number:</b>	3449585	HR HARDWARE RESOURCES	
<b>Registration Number:</b>	3385613	HR HARDWARE RESOURCES	
<b>Registration Number:</b>	3453875	HR HARDWARE RESOURCES	
<b>Registration Number:</b>	3453874	HR HARDWARE RESOURCES	
<b>Registration Number:</b>	3373150	JA	
<b>Registration Number:</b>	3373151	JA	
<b>Registration Number:</b>	3838313	E ELEMENTS	
<b>Registration Number:</b>	3944734	LOCKSOLID	
<b>Registration Number:</b>	3718315	VIKING	
<b>Registration Number:</b>	3883777	DU BOIS	

CH \$1140.00 2465345

Property Type	Number	Word Mark
Registration Number:	3883778	DU BOIS
Registration Number:	3880935	DU BOIS
Registration Number:	3880936	DU BOIS
Registration Number:	3794965	E ELEMENTS
Registration Number:	3940338	V
Registration Number:	3878156	LOCKSOLID
Registration Number:	4036551	FLIPLOCK
Registration Number:	4696540	ELEMENTS BY HARDWARE RESOURCES
Registration Number:	4696541	ELEMENTS BY HARDWARE RESOURCES
Registration Number:	4696542	JEFFREY ALEXANDER
Registration Number:	4696543	JEFFREY ALEXANDER
Registration Number:	4562372	HR
Registration Number:	4696544	HR
Registration Number:	4696545	HR
Registration Number:	4696546	HR
Registration Number:	4675990	HARDWARE RESOURCES
Registration Number:	4685343	HARDWARE RESOURCES
Registration Number:	4724319	HARDWARE RESOURCES
Registration Number:	4696547	HARDWARE RESOURCES
Registration Number:	4874873	ORGANIZE YOUR KITCHEN IN 11 MINUTES OR L
Registration Number:	4642304	ORGANIZE YOUR KITCHEN IN 11 MINUTES OR L
Registration Number:	4874874	ORGANIZE YOUR KITCHEN IN 11 MINUTES OR L
Registration Number:	4646317	ORGANIZE YOUR KITCHEN IN 11 MINUTES OR L
Registration Number:	4642392	DURA-CLOSE
Registration Number:	4809872	TECHNOVATION
Registration Number:	4809873	TECHNOVATION
Serial Number:	86904147	ATLAS
Serial Number:	86904154	ATLAS HOMEWARES ...BECAUSE STYLE MATTERS

**CORRESPONDENCE DATA**

Fax Number: 2149813400

*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.*

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	65241-30090
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	04/07/2016

**Total Attachments: 8**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of April 4, 2016, between the signatories hereto (the “Grantors”) in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, the “Administrative Agent”).

### RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of April 4, 2016 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantors’ right, title and interest in, to and under the Collateral, including, without limitation, certain Trademarks of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Administrative Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantors hereby grant to the Administrative Agent a security interest in and continuing lien on all of such Grantors’ right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Trademark Collateral”):

(i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TOP KNOBS USA, INC.,  
as Grantor

By:   
Name: Peter D. Suffredini  
Title: Vice President, Secretary and Treasurer

HARDWARE RESOURCES, INC.,  
as Grantor

By:   
Name: Peter D. Suffredini  
Title: Vice President, Secretary and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005767 FRAME: 0575**

WILMINGTON TRUST, NATIONAL  
ASSOCIATION,  
as Administrative Agent

By: J. Anderson  
Name: Jennifer K. Anderson  
Title: Assistant Vice President

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005767 FRAME: 0576**


Schedule 1


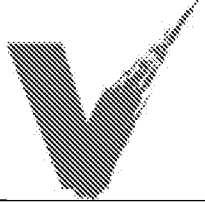

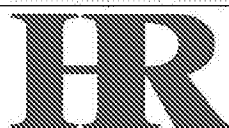


Trademarks

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>S/N or Registration No.</u>	<u>Application Date / Registration Date</u>	<u>Owner</u>
1.	TOP KNOBS	2,465,345	01-07-00 – Filed 07-03-01 – Registered	Top Knobs USA, Inc.
2.	PASSPORT	4,063,521	09-13-10 – Filed 11-29-11 – Registered	Top Knobs USA, Inc.
3.	SANCTUARY	4,063,522	09-21-10 – Filed 11-29-11 – Registered	Top Knobs USA, Inc.
4.		4,263,176	05-23-11 – Filed 12-25-12 – Registered	Top Knobs USA, Inc.
5.	ATLAS	86/904,147	02-10-16 – Filed	Top Knobs USA, Inc.
6.		86/904,154	02-10-16 - Filed	Top Knobs USA, Inc.
7.	CHAREAU	4,577,148	07-29-14 - Registered	Top Knobs USA, Inc.
8.		3,591,304	09-12-06 – Filed 03-17-09 –Registered	Hardware Resources, Inc.
9.	VITUS	3,591,303	09-12-06 – Filed 03-17-09 –Registered	Hardware Resources, Inc.
10.		3,449,585	09-12-06 – Filed 06-17-08 –Registered	Hardware Resources, Inc.
11.	HR HARDWARE RESOURCES	3,385,613	09-12-06 – Filed 02-19-08 – Registered	Hardware Resources, Inc.



12.	Hardware <b>HR</b> Resources	3,453,875	09-12-06 – Filed 06-24-08 –Registered	Hardware Resources, Inc.
13.	HR HARDWARE RESOURCES	3,453,874	09-12-06 – Filed 06-24-08 – Registered	Hardware Resources, Inc.
14.		3,373,150	09-13-06 – Filed 01-22-08 – Registered	Hardware Resources, Inc.
15.	JA	3,373,151	09-13-06 – Filed 01-22-08 – Registered	Hardware Resources, Inc.
16.		3,838,313	11-19-07 – Filed 08-24-10 – Registered	Hardware Resources, Inc.
17.	LOCKSOLID	3,944,734	07-28-08 – Filed 04-12-11 – Registered	Hardware Resources, Inc.
18.		3,718,315	05-04-09 – Filed 12-01-09 – Registered	Hardware Resources, Inc.
19.	DUBOIS	3,883,777	07-08-09 – Filed 11-30-10 – Registered	Hardware Resources, Inc.
20.		3,883,778	07-08-09 – Filed 11-30-10 – Registered	Hardware Resources, Inc.
21.	DUBOIS	3,880,935	07-08-09 – Filed 11-23-10 – Registered	Hardware Resources, Inc.
22.		3,880,936	07-08-09 – Filed 11-23-10 – Registered	Hardware Resources, Inc.

23.		3,794,965	11-19-07 – Filed 05-25-10 – Registered	Hardware Resources, Inc.
24.		3,940,338	07-20-10 – Filed 04-05-11 – Registered	Hardware Resources, Inc.
25.	LOCKSOLID	3,878,156	07-28-10 – Filed 09-30-10 – Registered	Hardware Resources, Inc.
26.	FLIPLOCK	4,036,551	02-08-11 – Filed 10-04-11 – Registered	Hardware Resources, Inc.
27.	ELEMENTS BY HARDWARE RESOURCES	4696540	03-03-15 – Registered	Hardware Resources, Inc.
28.	ELEMENTS BY HARDWARE RESOURCES	4696541	03-03-15 Registered	Hardware Resources, Inc.
29.	JEFFREY ALEXANDER	4696542	03-03-15 – Registered	Hardware Resources, Inc.
30.	JEFFREY ALEXANDER	4696543	03-03-15 – Registered	Hardware Resources, Inc.
31.		4562372	07-08-14 – Registered	Hardware Resources, Inc.
32.		4696544	03-03-15 – Registered	Hardware Resources, Inc.
33.		4696545	03-03-15 – Registered	Hardware Resources, Inc.
34.		4696546	03-03-15 – Registered	Hardware Resources, Inc.
35.	<i>hardware</i> <b>resources</b>	4675990	01-20-15 – Registered	Hardware Resources, Inc.
36.	<i>hardware</i> <b>resources</b>	4685343	02-10-15 – Registered	Hardware Resources, Inc.
37.	<i>hardware</i> <b>resources</b>	4724319	04-21-15 – Registered	Hardware Resources, Inc.
38.	<i>hardware</i> <b>resources</b>	4696547	03-03-15 – Registered	Hardware Resources, Inc.

39.		4874873	12-22-15 – Registered	Hardware Resources, Inc.
40.		4642304	11-18-14 – Registered	Hardware Resources, Inc.
41.	ORGANIZE YOUR KITCHEN IN 11 MINUTES OR LESS	4874874	12-22-15 – Registered	Hardware Resources, Inc.
42.	ORGANIZE YOUR KITCHEN IN 11 MINUTES OR LESS	4646317	11-25-14 – Registered	Hardware Resources, Inc.
43.	DURA-CLOSE	4642392	11-18-14 – Registered	Hardware Resources, Inc.
44.	TECHNOVATION	4809872	09-08-15 – Registered	Hardware Resources, Inc.
45.	TECHNOVATION	4809873	09-08-15 – Registered	Hardware Resources, Inc.