

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384497

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BELL'O INTERNATIONAL CORP.		04/25/2016	Corporation: DELAWARE
TWIN-STAR INTERNATIONAL, INC.		04/25/2016	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	300 Galleria Parkway, Suite 800
Internal Address:	GA7-293-08-01
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Registration Number:	4441084	\$\$\$ SAVE WITH ZONE HEATING
Registration Number:	4589499	3 DOORS OPEN AT ONCE
Registration Number:	4034053	ANTIQUA
Registration Number:	4055263	ANTIQUA
Registration Number:	3915350	ANTIQUA BATH
Registration Number:	3509603	BUILDERS BOX
Registration Number:	4101110	CHIMNEY FREE
Registration Number:	3216807	CHIMNEY FREE VENT FREE FIREPLACES, STOVE
Registration Number:	4015298	CHIMNEYFREE
Serial Number:	86638986	CHIMNEYFREE A TWIN-STAR INTERNATIONAL BR
Registration Number:	4101109	CLASSIC FLAME
Registration Number:	3496311	CLASSIC FLAME
Registration Number:	4079670	CLASSIC FLAME PRO BUILDER DEVELOPER
Registration Number:	4079671	CLASSIC FLAME PRO BUILDER DEVELOPER
Registration Number:	3429893	EASYACCESS
Registration Number:	4119403	ELECTRAHEAT

CH \$1590.00 4441084

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4534175	ENERGY EFFICIENT LED LIGHTING SYSTEM
Registration Number:	4904270	FANTASY GARAGE
Registration Number:	4534174	FOR USE IN THE HOME
Registration Number:	4744062	FURNITURE FORWARD
Registration Number:	3724819	GREEN CLEAN SAFE
Registration Number:	4441081	HEAVY DUTY 240 VOLT
Registration Number:	4452132	IT'S ELECTRIC
Registration Number:	3708061	JUST PLUG IT IN!
Registration Number:	4318396	LUXE BATH WORKS
Registration Number:	3915061	POWER HEAT
Registration Number:	4900782	POWERHEAT
Registration Number:	4297516	PRO ELECTRIC FIREPLACES
Registration Number:	4208981	PRO ELECTRIC FIREPLACES
Registration Number:	4441080	PROVIDES DIRECT RADIANT HEAT
Registration Number:	4441082	RADIANT HEAT UP TO 400 SQUARE FEET
Registration Number:	4441083	SAFE FOR KIDS & FAMILY
Registration Number:	4891449	SAFER SOCKET
Registration Number:	4308648	SPECTRAFIRE
Registration Number:	4201476	SPECTRAFIRE
Serial Number:	86639035	SPECTRAFIRE CUSTOMIZABLE FLAME EFFECT
Registration Number:	4431350	SPECTRAFIRE FLAME EFFECT TECHNOLOGY
Registration Number:	4119404	SPECTRAFLAME
Registration Number:	4133963	TRESANTI
Registration Number:	4021977	TRESANTI
Registration Number:	4856728	TWINSTAR HOME
Registration Number:	4665615	TWINSTAR HOME
Registration Number:	4941739	TWINSTAR HOME A TWIN-STAR INTERNATIONAL
Registration Number:	3612790	TWIN-STAR INTERNATIONAL
Registration Number:	4199356	WALL OR CORNER DUAL USE
Registration Number:	4441088	WARMS UP TO 1000 SQUARE FEET
Registration Number:	4441085	WARMS UP TO 1000 SQUARE FEET
Registration Number:	4441086	WARMS UP TO 400 SQUARE FEET
Registration Number:	4441089	WARMS UP TO 400 SQUARE FEET
Registration Number:	4441087	WARMS UP TO 600 SQUARE FEET
Registration Number:	4534173	WORKS WITH OR WITHOUT HEAT FOR YEAR ROUN
Registration Number:	4452133	ZONE HEATING SAVES \$\$\$
Registration Number:	4900205	ZONE HEATING SAVES TURN ON THE HEAT IN T
Serial Number:	86827534	3D FLAME

TRADEMARK

REEL: 005793 FRAME: 0639

Property Type	Number	Word Mark
Registration Number:	4393142	BD
Registration Number:	2598630	BELL'O
Registration Number:	4400899	BELL'O DIGITAL
Registration Number:	3648639	LIFE JACKET
Registration Number:	3190125	PAMARI COLLECTION
Registration Number:	3262076	PRO BELL'O
Registration Number:	2675479	SIMPLY...BEAUTIFUL
Registration Number:	3706643	TRIPLE PLAY
Registration Number:	3610248	TRUSPEED

CORRESPONDENCE DATA

Fax Number: 3059615556

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: 3055790558

Email: chius@gtlaw.com

Correspondent Name: Greenberg Traurig, P.A.

Address Line 1: Sandy Chiu, Esq.

Address Line 2: 333 S.E. 2nd Avenue, Suite 4400

Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER:	144156.011200
NAME OF SUBMITTER:	Sandy Chiu, Esq.
SIGNATURE:	/Sandy Chiu/
DATE SIGNED:	05/16/2016

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of April 25, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually, "Grantor"), and BANK OF AMERICA, N.A., as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantors, the other persons party thereto as Borrowers and Loan Parties, the lenders party thereto from time to time (the "Lenders") and Agent, as agent for the Lenders, the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantors; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Revolver Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to the Agent, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all Trademarks, service marks, and logos now held or hereafter acquired by such Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and

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

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to the Agent or the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

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

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I hereto to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I hereto.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including ".pdf" format) shall be deemed an original signature hereto.


7. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles, except federal laws relating to national banks.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, each 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.

Grantors:

TWIN-STAR INTERNATIONAL, INC.
BELL'O INTERNATIONAL CORP.

By: 

Name: Peter Harper

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005793 FRAME: 0643

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A.

By: Sherry Lail
Name: Sherry Lail
Title: Senior Vice President

Signature Page to Trademark Security Agreement

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No./Application No.</u>	<u>Registration/Filing Date</u>
\$\$\$ SAVE WITH ZONE HEATING & Design	Twin-Star International, Inc.	Registered	4,441,084	11/26/2013
3 DOORS OPEN AT ONCE & Design	Twin-Star International, Inc.	Registered	4,589,499	8/19/2014
ANTIQUA	Twin-Star International, Inc.	Registered	4,034,053	10/4/2011
ANTIQUA	Twin-Star International, Inc.	Registered	4,055,263	11/15/2011
ANTIQUA BATH	Twin-Star International, Inc.	Registered	3,915,350	2/8/2011
BUILDERS BOX	Twin-Star International, Inc.	Registered	3,509,603	9/30/2008
CHIMNEY FREE & Design	Twin-Star International, Inc.	Registered	4,101,110	2/21/2012
CHIMNEY FREE VENT FREE FIREPLACES, STOVES & HEATERS & Design	Twin-Star International, Inc.	Registered	3,216,807	3/13/2007
CHIMNEYFREE	Twin-Star International, Inc.	Registered	4,015,298	8/23/2011
CHIMNEYFREE A TWIN-STAR INTERNATIONAL BRAND & Design	Twin-Star International, Inc.	Pending	86/638,986	5/22/2015
CLASSIC FLAME & Design	Twin-Star International,	Registered	4,101,109	2/21/2012

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No./Application No.</u>	<u>Registration/Filing Date</u>
	Inc.			
CLASSIC FLAME	Twin-Star International, Inc.	Registered	3,496,311	9/2/2008
CLASSIC FLAME PRO BUILDER DEVELOPER	Twin-Star International, Inc.	Registered	4,079,670	1/3/2012
CLASSIC FLAME PRO BUILDER DEVELOPER & Design	Twin-Star International, Inc.	Registered	4,079,671	1/3/2012
EASYACCESS	Twin-Star International, Inc.	Registered	3,429,893	5/20/2008
ELECTRAHEAT	Twin-Star International, Inc.	Registered	4,119,403	3/27/2012
ENERGY EFFICIENT LED LIGHTING SYSTEM & Design	Twin-Star International, Inc.	Registered	4,534,175	5/20/2014
FANTASY GARAGE & Design	Twin-Star International, Inc.	Registered	4,904,270	2/23/2016
FOR USE IN THE HOME & Design	Twin-Star International, Inc.	Registered	4,534,174	5/20/2014
FURNITURE FORWARD & Design	Twin-Star International, Inc.	Registered	4,744,062	5/26/2015
GREEN CLEAN SAFE & Design	Twin-Star International, Inc.	Registered	3,724,819	12/15/2009
HEAVY DUTY 240 VOLT & Design	Twin-Star International, Inc.	Registered	4,441,081	11/26/2013
IT'S ELECTRIC & Design	Twin-Star International, Inc.	Registered	4,452,132	12/17/2013
JUST PLUG IT IN! & Design	Twin-Star International, Inc.	Registered	3,708,061	11/10/2009
LUXE BATH WORKS &	Twin-Star	Registered	4,318,396	4/9/2013

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No./Application No.</u>	<u>Registration/Filing Date</u>
Design	International, Inc.			
POWER HEAT	Twin-Star International, Inc.	Registered	3,915,061	2/1/2011
POWERHEAT & Design	Twin-Star International, Inc.	Registered	4,900,782	2/16/2016
PRO ELECTRIC FIREPLACES	Proelectricfireplace.com, Division of Twin Star Intl. (Twin-Star International, Inc.)	Registered	4,297,516	3/5/2013
PRO ELECTRIC FIREPLACES & Design	Proelectricfireplace.com, Division of Twin Star Intl. (Twin-Star International, Inc.)	Registered	4,208,981	9/18/2012
PROVIDES DIRECT RADIANT HEAT & Design	Twin-Star International, Inc.	Registered	4,441,080	11/26/2013
RADIANT HEAT UP TO 400 SQUARE FEET & Design	Twin-Star International, Inc.	Registered	4,441,082	11/26/2013
SAFE FOR KIDS & FAMILY & Design	Twin-Star International, Inc.	Registered	4,441,083	11/26/2013
SAFER SOCKET & Design	Twin-Star International, Inc.	Registered	4,891,449	1/26/2016
SPECTRAFIRE & Design	Twin-Star International, Inc.	Registered	4,308,648	3/26/2013
SPECTRAFIRE	Twin-Star International, Inc.	Registered	4,201,476	9/4/2012
SPECTRAFIRE	Twin-Star	Pending	86/639,035	5/22/2015

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No./Application No.</u>	<u>Registration/Filing Date</u>
CUSTOMIZABLE FLAME EFFECT & Design	International, Inc.			
SPECTRAFIRE FLAME EFFECT TECHNOLOGY & Design	Twin-Star International, Inc.	Registered	4,431,350	11/12/2013
SPECTRAFLAME	Twin-Star International, Inc.	Registered	4,119,404	3/27/2012
TRESANTI & Design	Twin-Star International, Inc.	Registered	4,133,963	5/1/2012
TRESANTI	Twin-Star International, Inc.	Registered	4,021,977	9/6/2011
TWINSTAR HOME	Twin-Star International, Inc.	Registered	4,856,728	11/17/2015
TWINSTAR HOME & Design	Twin-Star International, Inc.	Registered	4,665,615	1/6/2015
TWINSTAR HOME A TWIN-STAR INTERNATIONAL BRAND & Design	Twin-Star International, Inc.	Pending	86/019,346	7/25/2013
TWIN-STAR INTERNATIONAL & Design	Twin-Star International, Inc.	Registered	3,612,790	4/28/2009
WALL OR CORNER DUAL USE & Design	Twin-Star International, Inc.	Registered	4,199,356	8/28/2012
WARMS UP TO 1000 SQUARE FEET & Design	Twin-Star International, Inc.	Registered	4,441,088	11/26/2013
WARMS UP TO 1000 SQUARE FEET & Design	Twin-Star International, Inc.	Registered	4,441,085	11/26/2013
WARMS UP TO 400 SQUARE FEET & Design	Twin-Star International, Inc.	Registered	4,441,086	11/26/2013

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No./Application No.</u>	<u>Registration/Filing Date</u>
WARMS UP TO 400 SQUARE FEET & Design	Twin-Star International, Inc.	Registered	4,441,089	11/26/2013
WARMS UP TO 600 SQUARE FEET & Design	Twin-Star International, Inc.	Registered	4,441,087	11/26/2013
WORKS WITH OR WITHOUT HEAT FOR YEAR ROUND FUNCTIONALITY & Design	Twin-Star International, Inc.	Registered	4,534,173	5/20/2014
ZONE HEATING SAVES \$\$\$ & Design	Twin-Star International, Inc.	Registered	4,452,133	12/17/2013
ZONE HEATING SAVES TURN ON THE HEAT IN THE ROOM YOU USE MOST TURN DOWN THE HEAT IN THE REST OF THE HOUSE & Design	Twin-Star International, Inc.	Registered	4,900,205	2/16/2016
3D FLAME	Twin-Star International, Inc.	Registered	86/827,534	11/20/2015
BD & Design	Bell'O International Corp.	Registered	4,393,142	8/27/2013
BELL'O	Bell'O International Corp.	Registered	2,598,630	7/23/2002
BELL'O DIGITAL	Bell'O International Corp.	Registered	4,400,899	9/10/2013
LIFE JACKET	Bell'O International Corp.	Registered	3,648,639	6/30/2009
PAMARI COLLECTION	Bell'O	Registered	3,190,125	12/26/2006

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No./Application No.</u>	<u>Registration/Filing Date</u>
	International Corp.			
PRO BELL'O	Bell'O International Corp.	Registered	3,262,076	07/10/2007
SIMPLY...BEAUTIFUL	Bell'O International Corp.	Registered	2,675,479	1/14/2003
TRIPLE PLAY	Bell'O International Corp.	Registered	3,706,643	11/3/2009
TRUSPEED	Bell'O International Corp.	Registered	3,610,248	4/21/2009