

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385835

<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>
Arrow Home Products Company		05/24/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	750 Walnut Avenue		
<b>City:</b>	Cranford		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07016		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3886452	AQUA+FILL	
<b>Registration Number:</b>	1513624	CRYSTAL IMAGE	
<b>Registration Number:</b>	3071589	FRIDGE STACK	
<b>Registration Number:</b>	3042327	H2O ON THE GO	
<b>Registration Number:</b>	3042336	SPORT CUBES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9736240808		
<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>	973.735.1604		
<b>Email:</b>	michael.turner@wilsonelser.com		
<b>Correspondent Name:</b>	Michael P. Turner, Esq.		
<b>Address Line 1:</b>	200 Campus Drive		
<b>Address Line 2:</b>	4th Floor		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07932		
<b>NAME OF SUBMITTER:</b>	Michael P. Turner, Esq.		
<b>SIGNATURE:</b>	/Michael P. Turner/		
<b>DATE SIGNED:</b>	05/27/2016		
<b>Total Attachments: 15</b>			

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement"), is dated MAY 24, 2016, and made by ARROW HOME PRODUCTS COMPANY, a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to (i) that certain Amended and Restated Loan Agreement (Domestic Facilities), of even date herewith (as amended, supplemented, renewed, restated or replaced from time to time, the "**Domestic Loan Agreement**"), and (ii) that certain Amended and Restated Loan Agreement (Ex-Im Facility), of even date herewith (as amended, supplemented, renewed, restated or replaced from time to time, the "**Ex-Im Loan Agreement**"), and together with the Domestic Loan Agreement, "**Loan Agreements**"), each by and among Lender and the Grantor and certain of its affiliates (collectively, the "**Borrowers**"), Lender has agreed to make certain loans to the Borrowers, and pursuant to the terms and conditions thereof, Grantor agreed to enter into this Trademark Security Agreement in favor of Lender; and

WHEREAS, in conjunction with the Borrowers and the Lender entering into the Loan Agreements, the Borrowers and an affiliate (collectively, the "**Loan Parties**"), as security for the Loan Parties' obligations due and owing to the Lender from time to time (the "**Obligations**"), executed and delivered to the Lender (i) that certain Amended and Restated Security Agreement (Domestic Facilities), of even date herewith (as amended, supplemented, renewed, restated or replaced from time to time, the "**Domestic Security Agreement**"), and (ii) that certain Amended and Restated Security Agreement (Ex-Im Facility), of even date herewith (as amended, supplemented, renewed, restated or replaced from time to time, the "**Ex-Im Security Agreement**"), and together with the Domestic Loan Agreement, the "**Security Agreements**"; and together with the Loan Agreements and all related documents, as same may be amended, supplemented, renewed, restated or replaced from time to time, the "**Loan Documents**"; and ,

WHEREAS, Grantor owns the Trademarks described on Schedule 1 hereto; and

WHEREAS, pursuant to the terms hereof, Grantor has agreed to mortgage, pledge and grant to Lender, a security interest in all right, title and interest of Grantor in, to and under the Collateral (as hereinafter defined), together with any reissue, division, continuation, continuation-in-part or extension or renewal thereof, and all applications therefor, all whether presently existing or hereafter arising or acquired, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks, to secure the payment of the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreements and for other good and valuable consideration, Grantor hereby agrees with Lender, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meanings ascribed thereto in the Loan Agreements; the following terms which are defined in the Uniform Commercial Code in effect in the State of New Jersey on the date hereof are used herein as so defined: General Intangibles and Proceeds; and the following terms shall have the following meanings:

“Code””: the Uniform Commercial Code as from time to time in effect in the State of New Jersey.

“Collateral””: each of the items of personal property (tangible or intangible) in which Grantor has granted or has purported to grant a security interest to Lender.

“PTO””: the Office of the Commissioner of Patents and Trademarks of the United States.

“Trademarks””: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, and other source or business identifiers, and the goodwill associated therewith, (b) all registrations, recordings and all extensions and renewals thereof and all applications in connection therewith, issued or filed in the United States Patent and Trademark Office (“PTO”) or in any similar office or agency in the United States, any State thereof, or any other country or political subdivision thereof, all extensions and renewals thereof, including, without limitation, those listed in Schedule 1 hereto.

“Trademark Licenses””: all agreements, whether written or oral, providing for the grant by Grantor of any right to use a Trademark, including, without imitation, those listed in Schedule 1 hereto.

“Trademark Security Agreement””: this Trademark Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor hereby grants to Lender a security interest in all of the following property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest:

- (a) all Trademarks;
- (d) all Trademark Licenses;
- (c) all General Intangibles relating to the foregoing, including, without limitation, those connected with the use of, and symbolized by, the Trademarks; and
- (d) to the extent not otherwise included, all proceeds of infringement suits or actions, all royalties, and all of the rights and benefits of all causes of action which may exist by reason of any infringement, and all Proceeds and products of any and all of the foregoing.

3. Representations and Warranties. Grantor hereby represents and warrants that:

(a) Trademarks. Schedule 1 hereto includes all registered U.S. Trademarks and applications therefore, owned by Grantor on the date hereof and all other Trademarks and Trademark Licenses owned by Grantor in its own name as of the date hereof. To the best of Grantor's knowledge, each Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned, except to the extent that the failure to be valid, subsisting, unexpired or enforceable or the abandonment thereof would not be reasonably likely to have a material adverse effect on the business of Grantor. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Trademark except for such holdings, decisions or judgments that would not be reasonably likely to have a material adverse effect on the business of Grantor. No action or proceeding is pending seeking to limit, cancel or question the validity of any Trademark, which, if adversely determined, would be reasonably likely to have a material adverse effect on the business of Grantor.

(b) Chief Executive Office. Grantor's chief executive office is located at 11911 Scenic Highway, Baton rouge, Louisiana 70807.

Grantor agrees that the foregoing representations and warranties shall be deemed to have been made by Grantor on and as of the date hereof and on and as of each date on which an extension of credit is made by Lender to Grantor, in each case as though made hereunder on and as of each such date.

4. Covenants. Grantor covenants and agrees with Lender that, from and after the date of this Trademark Security Agreement until the Obligations are paid and performed in full:

(a) Further Documentation. At any time and from time to time, upon the written request of Lender, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Lender may reasonably request for the purpose of obtaining or preserving the full benefits of this Trademark Security Agreement and of the rights and powers herein granted.

(b) Indemnification. Grantor agrees to pay, and to save Lender harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expense), other than solely as a result of the gross negligence or willful misconduct of Lender (i) with respect to, or resulting from, any delay by Grantor in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any requirement of law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Trademark Security Agreement.

(c) Trademarks.

(i) Grantor will not (either itself or through licensees), except with respect to any Trademark that Grantor shall reasonably determine is not material to the business of Grantor and each of its subsidiaries taken as a whole, do any act, or omit to do any act, whereby the registration of any Trademark may become abandoned or dedicated.

(ii) Grantor will notify Lender of any (A) abandonment or dedication of any Trademark (other than foreign patents and applications with respect thereto); or (B) determination by a court or tribunal in the country where (1) such Trademark is registered, or (2) such Trademark application is pending, that Grantor does not own all right, title and interest to such Trademark, or of any other adverse determination of such court or tribunal relating to any such Trademark; provided that (x) Grantor has actual notice of such event and (y) such Trademark or application is material to the business of Grantor and each of its subsidiaries, taken as a whole.

(iii) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the PTO, Grantor shall report such filing to Lender within thirty (30) days after the last day of the calendar quarter in which such filing occurs. Upon request of Lender, Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as Lender may reasonably request to evidence Lender's security interest in such Trademark(s) and the goodwill and General Intangibles, if any, of Grantor relating thereto or represented thereby, and Grantor hereby constitutes Lender its attorney-in-fact to execute and file all such writings for the purposes of so evidencing Lender's security interest (and Lender agrees to notify Grantor that any such filing has been made, provided that any failure to so notify shall not invalidate any such actions by Lender), all lawful acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(iv) Grantor will, except with respect to any Trademark application or registration that is not material to the business of Grantor and its subsidiaries, taken as a whole, take all reasonable and necessary steps, as it shall deem appropriate under the circumstances, in accordance with its reasonable business judgment, including, without limitation, in any proceeding before the PTO, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each Trademark application (and to obtain the relevant registration and to maintain such registration), including, without limitation, where appropriate, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(v) In the event that any Trademark included in the Collateral is materially infringed or misappropriated, Grantor shall, unless Grantor shall reasonably determine that such Trademark is not of material economic value to Grantor, take such actions as Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark.

5. Limitation on Duties Regarding Preservation of Collateral. Lender's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as Lender deals with similar property for its own account. Neither Lender nor any of its respective directors, officers, employees or Lenders shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or any other person.

6. Remedies.

(a) If a default (taking into account applicable notice and/or cure periods) or an Event of Default shall occur and be continuing under the Loan Documents or demand is made, Lender may exercise, in addition to all other rights and remedies granted to it in this Trademark Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Lender, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Grantor or any person or entity (all and each of which demands, defenses, advertisements and notices are hereby waived), may forthwith collect, receive, appropriate or realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, license, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, exchange, broker's board or office of Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales, and to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Grantor, which right or equity is hereby waived or released. Grantor further agrees, at Lender's request upon the occurrence and during the continuance of a default (taking into account applicable notice and/or cure periods) or an Event of Default, to assemble and make the Collateral available to Lender at places which Lender shall reasonably select, whether at Grantor's premises or elsewhere. To the extent permitted by applicable law, Grantor waives all claims, damages and demands it may acquire against Lender arising out of the exercise by it of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations, including the reasonable fees and disbursements of any attorneys employed by Lender to collect such deficiency.

(b) In addition to and as part of the rights set forth above, Grantor hereby agrees that if a default (taking into account applicable notice and/or cure periods) or an Event of Default shall occur and be continuing, Grantor shall, upon written request from Lender, take all actions necessary, appropriate or proper to transfer ownership of the Collateral or any part thereof to Lender or its assigns, including without limitation, filing any and all assignments with the PTO whether in the forms attached hereto as Exhibit A or such other form as is deemed necessary, appropriate or proper under the circumstances. Grantor hereby constitutes and appoints Lender (and any officer, employee or Lender of Lender, with a full power of substitution) its true and lawful attorney and Lender in fact to take, upon or after the occurrence of a default (taking into account applicable notice and/or cure periods) or an Event of Default, any and all actions described in this subsection (b), in Lender's or Grantor's names, and at Grantor's sole cost and expense, Grantor covenants and agrees that any action described in this subsection (b) may be taken at Lender's sole and absolute discretion, at any time and from time to time, and that Grantor hereby ratifies and confirms all actions taken. Grantor further covenants and agrees that the powers-of-attorney granted by this Section (b) are coupled with an interest and shall be irrevocable until full and final payment and performance of the Obligations; that said powers are granted solely for the protection of Lender's interest and Lender shall have no duty to exercise any thereof; that the decision whether to exercise any such power, and the manner of exercise, shall be solely within Lender's discretion; and that neither Lender nor any of its directors, officers, employees or agents shall be liable for any act of omission or commission

(except for acts or omissions which constitute the gross negligence or willful misconduct of Lender), or for any mistake or error of judgment, in connection with any such powers.

(c) No remedy referred to in this Trademark Security Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Trademark Security Agreement or otherwise available to Lender by agreement or at law or in equity. No express or implied waiver by Lender of any default or Event of Default shall in any way be, or be construed to be, a waiver of any future or subsequent default or Event of Default. The failure or delay of Lender in exercising any rights granted it hereunder upon any occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or reoccurrence of any such contingency or similar contingencies, and any single or partial exercise of any particular right by Lender shall not exhaust the same or constitute a waiver of any such right.

(d) Notwithstanding anything to the contrary contained herein, or the other Loan Documents, Lender agrees that upon the exercise of any of its rights or remedies in respect of the Collateral whether arising hereunder, in the other Loan Documents or at law and the receipt by Lender of proceeds as a result of such exercise shall result in Lender retaining the proceeds otherwise due to Grantor, Lender shall apply such proceeds to the Obligations.

7. No Waiver by Lender. Except as specifically set forth in this Trademark Security Agreement, nothing in this Trademark Security Agreement shall extend to or affect in any way any of the Obligations or any of the rights and remedies of Lender arising under the Loan Documents. Lender shall not be deemed to have waived any or all of such rights or remedies with respect to any default or Event of Default under the Loan Documents and which upon Grantor's execution and delivery of this Trademark Security Agreement might otherwise exist or which might hereafter occur. The failure of Lender at any time or times hereafter to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other Loan Document shall not waive, affect or diminish any right of Lender at any time or times thereafter to demand strict performance thereof; and, no rights of Lender hereunder shall be deemed to have been waived by any act or knowledge of Lender or its agents, officers or employees, unless such waiver is contained in an instrument in writing signed by an authorized officer of Lender and directed to such person specifying such waiver. No waiver by Lender of any of its rights shall operate as a waiver of any other of its rights or any of its rights on a future occasion at any time and from time to time.

8. Expenses. Grantor agree to pay to Lender upon demand from time to time, any and all out-of-pocket costs or expenses (including reasonable legal fees and disbursements and consulting, accounting, appraisal fees and expenses and other similar professional and consultant fees and expenses) at any time incurred or sustained by Lender in connection with the negotiation, preparation and closing of this Trademark Security Agreement, the administration of this Trademark Security Agreement or the preservation of or enforcement of any rights of Lender hereunder. This provision is in addition to and not in lieu or limitation of (but not in duplication of) any obligations of Grantor under any of the other Loan Documents.

9. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Trademark Security Agreement will be made in accordance with the notice provisions in the Loan Agreements.



10. Acknowledgements. Grantor hereby acknowledges that: (a) it has been advised by counsel in the negotiation, execution and delivery of this Trademark Security Agreement, and the other Loan Documents to which it is a party; (b) Lender has no fiduciary relationship with or duty to it or any other party arising out of or in connection with this Trademark Security Agreement or any of the other Loan Documents, and the relationship between Lender, on one hand, and Grantor, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and (c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby between Lender and Grantor.

11. Release of Collateral and Termination. (a) At such time as the Obligations have been paid and performed in full, the Collateral shall be released from the liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of Grantor to Lender under this Trademark Security Agreement shall terminate, all without delivery of any instrument or performance or any act by any party, and all rights to the Collateral shall revert to Grantor. Upon request of Grantor following any such termination, Lender shall deliver (at the sole cost and expense of Grantor) to Grantor any Collateral held by Lender hereunder, and execute and deliver (at the sole cost and expense of Grantor) to Grantor such documents as Grantor shall reasonably request to evidence such termination.

12. Entire Agreement; Binding Effect. This Trademark Security Agreement and the other Loan Documents constitute the entire and final agreement among the parties hereto and there are no other agreements, understandings, warranties or representations among such parties. This Trademark Security Agreement will inure to the benefit and bind the respective successors and permitted assigns of the parties hereto.

13. Severability. If any clause or provision of this Trademark Security Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Trademark Security Agreement will not be affected thereby. It is the intention of the parties hereto that if any such provision is held to be invalid, illegal or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible, and that such added provision will be legal, valid and enforceable.

14. Headings; Interpretation. All headings contained in this Trademark Security Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Trademark Security Agreement. In this Trademark Security Agreement, the singular includes the plural and the plural the singular; the masculine includes the feminine and vice versa; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation."

15. Governing Law; Venue; Jurisdiction; Jury Trial Waiver. Except to the extent that any law of the United States may apply, this Trademark Security Agreement shall be governed and interpreted according to the Governing Law State, without regard to any choice of law, rules or principles to the contrary. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Lender under federal law. The governing law, venue, jurisdiction and waiver of jury trial provisions of the Loan Agreements are incorporated herein by reference as though set forth herein at length. Grantor agrees that the execution and performance of this Trademark Security Agreement shall

have a New Jersey situs and accordingly, Grantor consents to personal jurisdiction in the State of New York.

16. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each of the parties hereto and a copy thereof delivered to each such party (or each such parties' legal counsel).

17. Writings Required. Neither this Trademark Security Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the parties against whom enforcement of the change, waiver, discharge or termination is sought.

18. Restriction on Assignment. Grantor may not assign any of its rights, benefits, privileges or obligations hereunder to any person or entity without the prior written consent of Lender. Lender may without notice to or consent of any person, sell, assign, grant a participation in or otherwise dispose of all or any portion of this Trademark Security Agreement and the other Loan Documents and the related agreements. In connection therewith, Lender may disclose to a prospective purchaser, assignee, participant or transferee any information possessed by Lender relating to Grantor, the Obligations, and the Loan Documents and the collateral securing the Obligations.

19. Seal. This Amendment is intended to take effect as an instrument under seal.

20. No Third Party Beneficiaries. No rights are intended to be created hereunder for the benefit of any third party, donee, and creditor or incidental beneficiary of Grantor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Arrow Home Products Company

By:   
Robert P. Elefante, President

Agreed to and Accepted:

BANK OF AMERICA, N.A., as Lender

By: \_\_\_\_\_  
Laura McAulay, Senior Vice President

[Trademark Security Agreement]

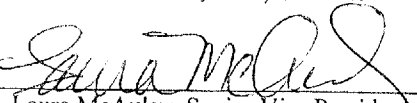
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Arrow Home Products Company

By: \_\_\_\_\_  
Robert P. Elefante, President

Agreed to and Accepted:

BANK OF AMERICA, N.A., as Lender

By:   
Laura McAulay, Senior Vice President

[Trademark Security Agreement]

ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS.:  
COUNTY OF Cook )

BE IT REMEMBERED, that on this 24<sup>TH</sup> day of May 2016, before me, the subscriber, personally appeared Robert P. Elefante, who I am satisfied is President of Arrow Home Products Company and who executed the within Trademark Security Agreement on behalf of such corporation and thereupon acknowledged that he signed, sealed and delivered the same as the voluntary act and deed of such corporation, for the purposes therein expressed.

*Colleen Mae Hughes*  
Notary Public  
"OFFICIAL SEAL"  
COLLEEN MAE HUGHES  
Notary Public, State of Illinois  
My Commission Expires 01/05/18

[Trademark Security Agreement]

SCHEDULE 1

ARROW HOME PRODUCTS IP  
Trademark Registrations and Applications

<u>Trademark</u>	<u>Application</u>		<u>Registration</u>	
	<u>Number</u>	<u>Date</u>	<u>Reg #</u>	<u>Date</u>
Aqua+Fill	85/054780	6/4/10	3886452	12/7/10
Crystal Image	73/596782	5/5/86	1513624	11/22/88
Fridge Stack	76/607815	8/16/04	3071589	3/21/06
H2O On The Go	76/599680	6/28/04	3042327	6/10/06
Sport Cubes	76/603902	7/26/04	3042336	1/10/06

EXHIBIT A

FORM ASSIGNMENT OF TRADEMARKS IN THE EVENT OF DEFAULT

THIS ASSIGNMENT OF TRADEMARKS is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by Arrow Home Products Company, a Delaware corporation (the "**Assignor**"), having its principal place of business at 701 East Devon Ave., Elk Grove, Illinois 60007.

WHEREAS, Assignor owns the entire right, title and interest in and to the following United States trademarks set forth on Schedule 1, and the goodwill associated therewith (collectively referred to as the "**Trademarks**").

WHEREAS, Assignor desires to transfer the Trademarks to Bank of America, N.A., with an office at 3670 Route 9 South, Freehold, New Jersey 07728 ("**Assignee**").

NOW, THEREFORE, for good and valuable consideration and the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which whereof is hereby acknowledged, Assignor does, subject to the terms of the Trademark Security Agreement by and between Assignor and Assignee of even date herewith, hereby assign, transfer, sell, convey and settle unto Assignee, its successors, legal representatives and assigns, all of the right, title and interest in and to the Trademarks.

Assignor hereby warrants and covenants that it has the full power and authority to convey the rights, title and interests herein assigned, transferred and sold to Assignee, that it has not executed and will not execute any agreement in conflict herewith, and that it will not execute or procure the execution of any and all future assignments or other instruments which may be necessary to perfect and evidence Assignee's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed as of the day and year first above written.

Arrow Home Products Company

By: \_\_\_\_\_  
Robert P. Elefante, President

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS.:

COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_ 2016, before me, the subscriber, personally appeared Robert P. Elefante, who I am satisfied is President of Arrow Home Products Company and who executed the within Trademark Security Agreement on behalf of such corporation and thereupon acknowledged that he signed, sealed and delivered the same as the voluntary act and deed of such corporation, for the purposes therein expressed.

\_\_\_\_\_  
Notary Public

[Trademark Security Agreement]



SCHEDULE 1

ARROW HOME PRODUCTS IP  
Trademark Registrations and Applications

<u>Trademark</u>	<u>Application</u>		<u>Registration</u>	
	<u>Number</u>	<u>Date</u>	<u>Reg #</u>	<u>Date</u>
Aqua+Fill	85/054780	6/4/10	3886452	12/7/10
Crystal Image	73/596782	5/5/86	1513624	11/22/88
Fridge Stack	76/607815	8/16/04	3071589	3/21/06
H2O On The Go	76/599680	6/28/04	3042327	6/10/06
Sport Cubes	76/603902	7/26/04	3042336	1/10/06