

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392054

<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>
Lifespan Brands LLC		07/15/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Privatebank and Trust Company		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	State Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4944083	AN AMERICAN ICON SINCE 1965	
<b>Registration Number:</b>	2314046		
<b>Serial Number:</b>	86634514	BRIGHT SOURCE	
<b>Registration Number:</b>	4195340	CLEARVIEW	
<b>Registration Number:</b>	4598463	COLORMAX	
<b>Registration Number:</b>	4933643	DOUBLE PLAY	
<b>Serial Number:</b>	86810225	GLITTERMAX	
<b>Registration Number:</b>	2316231		
<b>Registration Number:</b>	4936994	ICONNECT	
<b>Registration Number:</b>	1611140		
<b>Registration Number:</b>	4043605	LAVA	
<b>Registration Number:</b>	2799386	LAVA	
<b>Registration Number:</b>	2121684	LAVA	
<b>Registration Number:</b>	2972900	LAVA BRAND	
<b>Registration Number:</b>	0852625	LAVA LITE	
<b>Serial Number:</b>	86819779	LIFESPAN	
<b>Serial Number:</b>	86819757	LIFESPAN BRANDS	
<b>Registration Number:</b>	2733775		
<b>Registration Number:</b>	2591733		
<b>TRADEMARK</b>			

CH \$640.00 4944083

Property Type	Number	Word Mark
Registration Number:	2113753	
Registration Number:	4450493	
Registration Number:	3815790	THE ORIGINAL SHAPE OF COOL
Registration Number:	3094194	THE SHAPE OF COOL
Registration Number:	0912764	THE WAVE
Registration Number:	4506243	WEIGHRITE

**CORRESPONDENCE DATA**

Fax Number: 2029068669

*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: 202.906.8618

Email: ipmail@dykema.com

Correspondent Name: Eric T. Fingerhut

Address Line 1: 1301 K Street, N.W., Suite 1100 West

Address Line 4: Washington, D.C. 20005

<b>NAME OF SUBMITTER:</b>	Eric T. Fingerhut
<b>SIGNATURE:</b>	/eric t. fingerhut/
<b>DATE SIGNED:</b>	07/20/2016

**Total Attachments: 9**  
source=Trademark Security Agreement (Lifespan Brands to The PrivateBank and Trust Company)#page1.tif  
source=Trademark Security Agreement (Lifespan Brands to The PrivateBank and Trust Company)#page2.tif  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") made as of July 15, 2016, by LIFESPAN BRANDS LLC, a Delaware limited liability company ("**Borrower**"), in favor of THE PRIVATEBANK AND TRUST COMPANY ("**Lender**").

### W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) to the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until Borrower's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement. For the avoidance of doubt, this Security Agreement does not limit or affect Borrower's right to grant nonexclusive licenses to third parties to use any of the Trademarks or to enter into coexistence agreements or settlement agreements with respect to any of the Trademarks in the ordinary course of business to the extent not otherwise prohibited by the terms of the Financing Agreements.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices as determined by Borrower.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently, as determined by Borrower to be commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as determined by Borrower to be commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as determined by Borrower to be commercially reasonable in Borrower's discretion. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

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IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

LIFESPAN BRANDS LLC, a Delaware limited liability company

By:   
Title: CEO

Agreed and Accepted  
As of the Date First Written Above

THE PRIVATEBANK AND TRUST  
COMPANY

By \_\_\_\_\_  
Mitchell Rasky, Managing Director


IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

LIFESPAN BRANDS LLC, a Delaware limited liability company

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

Agreed and Accepted  
As of the Date First Written Above

THE PRIVATEBANK AND TRUST  
COMPANY

By  \_\_\_\_\_  
Mitchell Rasky, Managing Director



## SCHEDULE A

<b>TRADEMARKS</b>						
<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>App. No</b>	<b>Filing Date</b>	<b>Reg No</b>	<b>Reg. Date</b>
An American Icon Since 1965	USA	Pending	86/524,320	2/4/2015	4,944,083	4/26/2016
BASE PRODUCT CONFIGURATION	USA	Renewed	75/598283	12/3/1998	2314046	2/1/2000
BRIGHT SOURCE	USA	Pending	86/634,514	11/10/2015		
CLEARVIEW	USA	Registered	85/195,471	12/10/2010	4195340	8/21/2012
COLORMAX	USA	Registered	85/962,823	6/18/2013	4598463	9/2/2014
DOUBLE PLAY	USA	Pending	86/487,599	12/22/2014	4,933,643	4/5/2016
GLITTERMAX	USA	Pending	86/810,225	11/5/2015		
GLOBE PRODUCT CONFIGURATION	USA	Renewed	75/598284	12/2/1998	2316231	2/8/2000
iCONNECT	USA	Pending	85/675,304	7/12/2012	4,936,944	4/12/2016
LAMP DESIGN	USA	Renewed	73/761875	11/4/1988	1611140	8/28/1990
LAVA	USA	Registered	76/124415	9/8/2000	4,043,605	10/25/2011
LAVA	USA	Registered	78/166033	9/19/2002	2799386	12/23/2003
LAVA	USA	Renewed	75/219192	12/30/1996	2121684	12/16/1997
LAVA BRAND & DESIGN	USA	Registered	78/191,251	12/4/2002	2972900	7/19/2005
LAVA LITE	USA	Renewed	72/259746	11/30/1966	0852625	7/16/1968
LIFESPAN	USA	Pending	86/819,779	11/13/2015		
LIFESPAN BRANDS	USA	Pending	86/819,757	11/13/2015		
MODERN LAMP DESIGN	USA	Registered	76/124416	9/8/2000	2733775	7/8/2003
MODERN LAMP DESIGN	USA	Renewed	78/076332	7/30/2001	2591733	7/9/2002
MODERN LAMP DESIGN	USA	Renewed	75/141931	7/30/1996	2113753	11/18/1997
MODERN LAMP DESIGN	USA	Registered	85/883,944	3/22/2013	4450493	12/17/2013
THE ORIGINAL SHAPE OF COOL	USA	Registered	77/979,562	3/25/2009	3,815,790	7/6/2010
THE SHAPE OF COOL	USA	Registered	78/460866	8/3/2004	3094194	5/16/2006
THE WAVE	USA	Renewed	72/333927	7/30/1969	0912764	6/8/1971
WEIGHRITE	USA	Registered	85/661,525	6/26/2012	4506295	4/1/2014
LAVA	Argentina	Registered	2207393	3/11/1999	1827055	4/27/2001
LAVA BRAND AND DESIGN	Australia	Registered		4/6/2009	1294625	4/16/2009
LAVA LITE	Australia	Renewed	A585271	8/25/1992	585271	12/5/1994
LAVA LITE	Benelux	Renewed	781805	6/18/1992	515471	1/4/1993
MODERN LAMP DESIGN	Benelux	Registered	0959435	3/9/2000	686976	10/1/2001
LAMP DESIGN	Brazil	Registered	821583786	4/30/1999	821583786	8/26/2003
LAVA LITE	Brazil	Published	822862700	6/23/2000	822862700	12/9/2008
ENDUPS AND DESIGN	Canada	Registered	1187465	8/18/2003	662294	4/6/2006
LAMP DESIGN CONFIGURATION	Canada	Registered	1078938	10/17/2000	619731	9/16/2004
LAVA	Canada	Renewed	1007329	3/3/1999	535433	10/23/2000
LAVA	Canada	Registered	1093258	2/19/2001	584438	6/27/2003
LAVA BRAND AND DESIGN	Canada	Registered	1177287	5/7/2003	655710	12/22/2005
LAVA LITE	Canada	Renewed	538831	3/26/1985	313640	4/25/1986
MODERN LAMP DESIGN	Canada	Registered	1078940	10/17/2000	619776	9/16/2004
THE ORIGINAL SHAPE OF COOL	Canada	Registered	1432109	3/24/2009	TMA788,811	1/27/2011
LAVA (Chinese Characters)	China (Peoples Republic)	Registered	6288286		6288286	3/28/2010
LAVA BRAND AND DESIGN	China (Peoples	Renewed	3553467	5/13/2003	3553467	8/28/2005

	Republic)					
MODERN LAMP DESIGN	China (Peoples Republic)	Registered	4263292	9/10/2004	4263292	2/14/2007
LAVA BRAND AND DESIGN	China (Peoples Republic)	Renewed	3553460	5/13/2003	3553460	12/21/2004
LAVA	China (Peoples Republic)	Registered	9900032522	4/2/1999	1439523	8/28/2000
LAVA and DEVICE	European Community	Registered		4/18/2013	11751625	10/24/2013
LAVA	European Community	Registered	001199876	6/9/1999	001199876	12/11/2000
LAVA BRAND AND DESIGN	European Community	Registered	3227411	6/13/2003	3227411	5/9/2005
LAVA LITE	France	Renewed	92428954	7/30/1992	92428954	1/31/1994
MODERN LAMP DESIGN	France	Registered	00/6738	11/17/2000		11/17/2000
LAVA LITE	Germany	Renewed	H67660/11Wz	6/1/1992	2040426	7/14/1993
LAVA	Hong Kong	Renewed	99/02637	3/4/1999	199916579	12/21/1999
LAVA BRAND AND DESIGN	Hong Kong	Registered	300010781	4/25/2003	300010781	4/25/2003
LAVA LITE	Hong Kong	Renewed	741/94	1/20/1994	199508191	9/28/1995
LAVA	Iceland	Registered	535/1999	3/4/1999	476/1999	4/28/1999
LAVA	Japan	Registered	41073/1999	5/11/1999	4391256	6/9/2000
LAVA BRAND AND DESIGN	Japan	Registered	37205/2003	5/8/2003	4751001	2/27/2004
LAVA BRAND AND DESIGN	Korea. Republic of	Pending	40-2015-0077788	10/22/2015		
LAVA	Mexico	Registered	366408	3/5/1999	644620	3/5/1999
LAVA BRAND AND DESIGN	Mexico	Registered	598927	4/30/2003	802691	8/7/2003
LAVA	New Zealand	Renewed	306484	3/12/1999	306484	11/9/2000
LAVA BRAND AND DESIGN	New Zealand	Registered	678343	5/2/2003	678343	7/5/2004
LAVA	Norway	Registered	199902342	3/8/1999	198321	7/2/1999
LAVA LITE	Norway	Renewed	940194	1/13/1994	174568	8/15/1996
LAMP DESIGN	Peru	Registered	80207	3/3/1999	58539	10/26/1999
LAVA	Peru	Registered	80206	3/3/1999	56990	3/31/1999
LAVA	Singapore	Registered	99/03003	3/26/1999	T99/03003C	6/28/2000
LAVA BRAND AND DESIGN	Singapore	Registered	T03/06031I	4/25/2003	T03/060311	12/4/2002
LAVA BRAND AND DESIGN	Singapore	Registered	T03/06032G	4/25/2003	T03/06032G	12/4/2002
LAVA BRAND AND DESIGN	Singapore	Registered	T03/06035A	4/25/2003	T03/06035A	12/4/2002
LAVA LITE	Spain	Renewed	1721080	9/21/1992	1721080	4/20/1994
LAVA	Switzerland	Registered	4944/1999	6/4/1999	466416	11/4/1999
LAVA BRAND AND DESIGN	Switzerland	Registered	51572/2003	5/9/2003	516598	12/16/2003
LAVA LITE	Switzerland	Registered	6928/19923	8/26/1992	400133	4/22/1993
LAVA LITE	United Kingdom	Renewed	1567615	4/5/1994	1567615	4/7/1995

**Marks Registered with U.S. Customs and Border Protection**

Mark	Recordation No.	Status	Reg. No.	Exp. Date
Lamp Design	TMK 07-00779	Registered	1611140	11/28/2020
LAVA LITE	TMK 16-00614	Registered	0852625	10/16/2018
Lamp Design	TMK 07-00312	Registered	2591733	10/9/2022
Colormax	TMK 16-00606	Registered	4598463	12/2/2024
Lava Brand & Design	TMK 16-00602	Registered	2972900	10/19/2025

Weighrite	TMK 16-00599	Registered	4506243	7/1/2024
Clearview	TMK 16-00593	Registered	4195340	11/21/2022
iConnect	TMK 16-00592	Registered	4936994	7/12/2026