

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395476

<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>
Best Vacuum and Appliances, LLC		06/20/2016	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Bank & Trust		
<b>Street Address:</b>	1250 N. Arlington Heights Road		
<b>Internal Address:</b>	Suite 175		
<b>City:</b>	Itasca		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60143		
<b>Entity Type:</b>	Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77499629	BEST VACUUM	
<b>Serial Number:</b>	78492049	BESTVACUUM.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3126068652		
<b>Email:</b>	mfatall@chapmanspingola.com		
<b>Correspondent Name:</b>	Michael Fatall		
<b>Address Line 1:</b>	190 South LaSalle Street		
<b>Address Line 2:</b>	Suite 3850		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Michael Fatall		
<b>SIGNATURE:</b>	/Michael Fatall/		
<b>DATE SIGNED:</b>	08/17/2016		
<b>Total Attachments: 4</b>			
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## SECURITY INTEREST IN TRADEMARKS

THIS SECURITY INTEREST IN TRADEMARKS ("Security Interest In Trademarks"), dated as of June 20, 2016, is made by BEST VACUUM AND APPLIANCES, LLC (the "Borrower") for the benefit of FIRST BANK & TRUST (the "Lender").

WHEREAS, pursuant to that certain Business Loan Agreement dated as of the date hereof by and between Borrower, Lender, and certain other parties (the "Loan Agreement"), certain loans and credit facilities are to be made available to Borrower;

WHEREAS, in connection with the Loan Agreement, Borrower has executed and delivered to Lender a Commercial Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), pursuant to which the Borrower has granted a security interest in the Collateral (as defined therein) to Lender;

WHEREAS, as a condition precedent to the making of the loans and the establishment of the credit facilities under the Loan Agreement, and in conjunction with the Security Agreement, Borrower is required to execute and deliver this Security Interest In Trademarks;

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Security Interest In Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Borrower agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Interest In Trademarks, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Loan Agreement (collectively, the "Finance Documents").

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Finance Documents, Borrower hereby grants to Lender a continuing security interest in all of Borrower's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto, but excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable to federal law), together with the goodwill symbolized thereby.

Section 3. Purpose. This Security Interest In Trademarks has been executed and delivered by Borrower for the purpose of registering with the United States Patent and Trademark Office ("PTO") the grant of a security interest in the Finance Documents. The security interest granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to Lender under the Security Agreement with respect to the Intellectual Property Rights. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain

in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Interest in Trademarks and the Finance Documents, the Finance Documents shall prevail.

Section 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Security Interest In Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \* \* \*

BEST VACUUM AND APPLIANCES, LLC

By: Anthony R. Graffia  
Anthony R. Graffia, Sr., Manager

By: Michael K. Innes  
Michael K. Innes, Manager

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss

On this 20<sup>th</sup> day of JUNE, 2016, there appeared before me, Anthony R. Graffia, Sr., personally known to me, who acknowledged that he signed the foregoing Security Interest In Trademarks as his voluntary act and deed on behalf and with full authority of Best Vacuums and Appliances, LLC.



Timothy A. Muraski  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss

On this 20<sup>th</sup> day of JUNE, 2016, there appeared before me, Michael K. Innes, personally known to me, who acknowledged that he signed the foregoing Security Interest In Trademarks as his voluntary act and deed on behalf and with full authority of Best Vacuums and Appliances, LLC.



Timothy A. Muraski  
Notary Public

Schedule A  
**TRADEMARKS**

<b>TITLE</b>	<b>REG. NO.</b>	<b>ISSUE DATE</b>
BEST VACUUM	3,625,857	May 26, 2009
bestvacuum.com	3,214,717	March 6, 2007

**TRADEMARK APPLICATIONS**

<b>TITLE</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>
None.		