TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dimora Brands, Inc.		12/13/2016	Corporation:
Top Knobs USA, Inc.		12/13/2016	Corporation:
Hardware Resources, Inc.		12/13/2016	Corporation:

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4956273	DURA-CLOSE
Serial Number:	87207308	DIMORA BRANDS
Serial Number:	87162361	SMART RAIL
Serial Number:	87016643	KASA WARE
Serial Number:	87016651	KASA WARE
Serial Number:	87016653	KASA WARE
Serial Number:	87016656	KASAWARE
Serial Number:	85909744	ELEMENTS BY HARDWARE RESOURCES
Serial Number:	86825780	RESIDENTIAL+
Serial Number:	86417177	VESTA
Serial Number:	86417173	VESTA
Serial Number:	86339941	VESTA
Serial Number:	86339945	VESTA
Serial Number:	86247181	TOP BATH
Serial Number:	86275742	FINALE

CH $390.00 4956273

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:	2021 McKinney Ave., Suite 2000
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65241-30090
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/15/2016

Total Attachments: 5
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 13, 2016, between the signatories hereto (the "Grantors") in favor of ANTARES CAPITAL LP, as collateral agent for the Secured Parties (in such capacity, the "Administrative Agent").

RECITALS:

WHEREAS, reference is made to that certain First 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.

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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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IN WITNESS WHEREOF, the Grantors 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.

DIMORA BRANDS, INC.,
as Grantor

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

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

ANTARES CAPITAL LP,
as Administrative Agent

By:_____
Name: Scott Garlinghouse
Title: Duly Authorized Signatory

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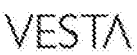
Schedule 1

Trademarks

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

	Trademark	S/N or Registration No.	Application Date / Registration Date	Owner
1.	DIMORA BRANDS	87207308	10-18-16 – Filed	DIMORA BRANDS, INC.
2.	SMART RAIL	87162361	09-06-16– Filed	HARDWARE RESOURCES, INC.
3.	KASA WARE	87016643	04-27-16 – Filed	HARDWARE RESOURCES, INC.
4.	KASA WARE	87016651	04-27-16 – Filed	HARDWARE RESOURCES, INC.
5.	KASA WARE	87016653	04-27-16 – Filed	HARDWARE RESOURCES, INC.
6.	KASAWARE	87016656	04-27-16 – Filed	HARDWARE RESOURCES, INC.
7.	ELEMENTS BY HARDWARE RESOURCES	85909744	04-19-13 - Filed	HARDWARE RESOURCES, INC.
8.	RESIDENTIAL+	86825780	11-19-15 – Filed	HARDWARE RESOURCES, INC.
9.	VESTA 	86417177	10-07-14 – Filed	HARDWARE RESOURCES, INC.
10.	VESTA	86417173	10-07-14 – Filed	HARDWARE RESOURCES, INC.
11.	VESTA	86339941	07-17-14 – Filed	HARDWARE RESOURCES, INC.
12.	VESTA	86339945	07-17-14 – Filed	HARDWARE RESOURCES, INC.
13.	TOP BATH	86247181	4-09-14 – Filed	TOP KNOBS USA, INC.
14.	DURA-CLOSE	4956273	10-07-13 – Filed 05-10-16 – Registered	HARDWARE RESOURCES, INC.
15.	FINALE	86275742	05-08-14 – Filed	TOP KNOBS USA, INC.