

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437834

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|--|
| Southern Imperial LLC | | 08/03/2017 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------|
| Name: | Antares Capital LP, as Agent |
| Street Address: | 500 West Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | Limited Partnership: DELAWARE |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 5004530 | SI |
| Registration Number: | 4327675 | SUNBELT PLASTIC EXTRUSIONS |
| Registration Number: | 4463265 | NEXT |
| Registration Number: | 3601528 | SPLASH ROLLZ |
| Registration Number: | 3600752 | SIMPLE SOLUTIONS FOR HANGING & HOLDING |
| Registration Number: | 4152079 | SOUTHERN IMPERIAL |
| Registration Number: | 3190482 | MAGNECORP |
| Registration Number: | 2211476 | LABEL - RELEASE |
| Registration Number: | 1363419 | FASTRACK |
| Registration Number: | 1259810 | FASTWIST |
| Registration Number: | 1245241 | MAGNACLAMP |
| Registration Number: | 0936934 | FASTBACK |

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

TRADEMARK

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 08/03/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2017, is made by Southern Imperial LLC, a Delaware limited liability company (the "Grantor"), in favor of Antares Capital LP, as successor to General Electric Capital Corporation ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 11, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (successor by merger to FFR DSI Acquisition Corp.), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital LP, as successor to General Electric Capital Corporation, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Initial Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to that certain Guaranty and Security Agreement dated as of July 11, 2011 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Initial Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Initial Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (other than Excluded Property), including, without limitation, the U.S. Trademarks referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

SOUTHERN IMPERIAL LLC,

By: FASTENERS FOR RETAIL, INC.,
its sole member

By: 

Name: David Haddad

Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent


By: *Ashley H. Medio*
Name: Ashley Medio
Title: Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

| Mark | Serial No./ Filing Date | Registration No./ Registration Date | Current Owner of Record |
|---|----------------------------|--|----------------------------|
| SI & Design  | 86611425 04/27/2015 | 5004530 07/19/2016 | Southern Imperial, Inc. |
| SUNBELT PLASTIC EXTRUSIONS | 85708050 08/20/2012 | 4327675 04/30/2013 | Southern Imperial, Inc. |
| NEXT & Design  | 85551842 02/24/2012 | 4463265 01/07/2014 | Southern Imperial, Inc. |
| SPLASH ROLLZ | 77502688 06/19/2008 | 3601528 04/07/2009 | Southern Imperial, Inc. |
| SIMPLE SOLUTIONS FOR HANGING & HOLDING | 76690547 06/13/2008 | 3600752 04/07/2009 | Southern Imperial, Inc. |
| SOUTHERN IMPERIAL | 77320099 11/02/2007 | 4152079 06/05/2012 | Southern Imperial, Inc. |
| MAGNECORP | 76617794 10/22/2004 | 3190482 01/02/2007 | Southern Imperial, Inc. |
| LABEL - RELEASE (Stylized) Label • Release | 75123752 06/21/1996 | 2211476 12/15/1998 | Southern Imperial, Inc. |
| FASTRACK | 73528252 03/22/1985 | 1363419 10/01/1985 | Southern Imperial, Inc. |
| FASTWIST | 73389639 09/27/1982 | 1259810 12/06/1983 | Southern Imperial, Inc. |
| MAGNA CLAMP & Design | 73243963 12/26/1979 | 1245241 07/12/1983 | Southern Imperial, Inc. |

| Mark | Serial No./ Filing Date | Registration No./ Registration Date | Current Owner of Record |
|---|----------------------------|--|----------------------------|
|  | | | |
| FASTBACK | 72397611 07/16/1971 | 0936934 07/04/1972 | Southern Imperial, Inc. |

** To be assigned on the Closing Date to Southern Imperial LLC.

2. TRADEMARK APPLICATIONS

None