

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438615

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kitchen Resource Direct LLC		08/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	222 S. Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	banking corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4854337	CABINETS.COM	
Registration Number:	4844477	KITCHEN RESOURCE DIRECT	
Registration Number:	4788545	TITUSVILLE	
Registration Number:	4371181	DEERFIELD	
Registration Number:	4239541	KITCHEN RESOURCE DIRECT	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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>			
Phone:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5591.084		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		

OP \$140.00 4854337

DATE SIGNED:	08/09/2017
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of August 7, 2017, by KITCHEN RESOURCE DIRECT LLC, a Delaware limited liability company ("Grantor") in favor of FIFTH THIRD BANK, an Ohio banking corporation in its capacity as Agent under the Loan Agreement described below ("Agent").

W I T N E S S E T H

WHEREAS, an affiliate of Grantor as borrower ("Borrower"), Agent and Lenders have entered into a certain Loan Agreement dated as of June 6, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Agent and Lenders, subject to the terms and conditions set forth therein;

WHEREAS, in order to induce Agent and Lenders to make and continue to make the loans and other financial accommodations provided for in the Loan Agreement and in consideration of the foregoing and for other good and valuable consideration, Grantor, certain affiliates of Grantor and Agent have entered into a certain Security Agreement dated as of June 6, 2016 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (collectively, "Trademarks", but excluding, in any event, Excluded Property): (a) 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 in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, 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; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement and the other Loan Documents;

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, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement 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 Security Agreement and if not, 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, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything herein to the contrary, the Trademark shall exclude any Excluded Property and the security interests granted under this Agreement shall not extend to any Excluded Property.

3. Warranties and Representations. Grantor warrants and represents to Agent and Lenders that:

a) except as otherwise disclosed or permitted in the Security Agreement, Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;

b) As of the date hereof, Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark, except as could not reasonably be expected to have a Material Adverse Effect; and

c) Grantor has the limited liability company power and authority to execute and deliver this Agreement and perform its terms.

4. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor as of the date hereof. If, before Payment in Full of Grantor's Obligations, Grantor shall become aware of any existing federally registered Trademarks, which do not constitute Excluded Property owned by Grantor, of which Grantor has not previously informed Agent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

5. Duties of Grantor. Grantor shall ensure that any material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantor's obligations under this Section 5 shall be borne by Grantor.

6. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Grantor shall promptly reimburse and indemnify Agent for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Agent in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and Lenders, 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. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied and the Security Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Security Agreement, 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. Grantor hereby further acknowledges and agrees that the use by Grantor of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Agent to Grantor.

8. Release. If any of the Trademark shall be sold, transferred or otherwise disposed of by Grantor to a Person that is not a Debtor in a transaction expressly permitted by the Loan Agreement, such Trademark shall be automatically released from the Liens created hereby, and Agent, at the request and sole expense of Grantor and following receipt of a certificate of Responsible Officer of Borrower Representative certifying as to such sale, transfer or other disposition of property having been made in compliance with the Loan Agreement, shall execute and deliver to Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Trademark.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, internal laws of the State of Illinois (including, without limitation, 735 ILCS Section 105/5 1 et seq., but otherwise without regard to the conflict of laws provisions).

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement.

[signature page follows]

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

KITCHEN RESOURCE DIRECT LLC, a Delaware
limited liability company

By: 

Name: Chris Larsen

Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK

By: _____

Name: Thomas J. Werner

Its: Managing Director

SCHEDULE 1

TRADEMARKS

MARK	REGISTRATION NUMBER	REGIS. DATE
CABINETS.COM	4854337	11/17/15
KITCHEN RESOURCE DIRECT	4844477	11/3/15
TITUSVILLE	4788545	8/11/15
DEERFIELD	4371181	7/23/13
KITCHEN RESOURCE DIRECT	4239541	11/6/12