

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Knobs USA, Inc.		08/24/2017	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2465345	TOP KNOBS	
Registration Number:	4063521	PASSPORT	
Registration Number:	4063522	SANCTUARY	
Registration Number:	4263176	TOP KNOBS	
Serial Number:	86904147	ATLAS	
Registration Number:	4577148	CHAREAU	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Ted Mulligan		
SIGNATURE:	/ted mulligan/		
DATE SIGNED:	08/28/2017		

OP \$165.00 2465345

Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of August 24, 2017, between the signatory hereto (the “Grantor”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of August 24, 2017 (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 Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s 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 “Intellectual Property Collateral”):

(a) (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.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals,

reissues, continuations, divisions, continuations-in-part, reexaminations, revisions, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

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.

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.

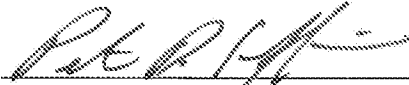
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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 Intellectual Property 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.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement, dated August 24, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Intercreditor Agreement"), among Deutsche Bank AG New York Branch, as agent for the holders of the First Lien Obligations (as defined therein) and Deutsche Bank AG New York Branch, as agent for the holders of the Second Lien Obligations (as defined therein) and as acknowledged by the Grantors (as defined therein), and certain other persons party or that may become party thereto from time to time. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

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TOP KNOBS USA, INC.,
as Grantor

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

[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

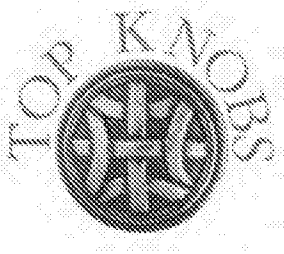
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[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006139 FRAME: 0628

Schedule 1

Trademarks

No.	Trademark	S/N or Registration No.	Application Date / Registration Date	Owner
1.	TOP KNOBS	2,465,345	01-07-00 – Filed 07-03-01 – Registered	Top Knobs USA, Inc.
2.	PASSPORT	4,063,521	09-13-10 – Filed 11-29-11 – Registered	Top Knobs USA, Inc.
3.	SANCTUARY	4,063,522	09-21-10 – Filed 11-29-11 – Registered	Top Knobs USA, Inc.
4.		4,263,176	05-23-11 – Filed 12-25-12 – Registered	Top Knobs USA, Inc.
5.	ATLAS	86/904,147	02-10-16 – Filed	Top Knobs USA, Inc.
6.	CHAREAU	4,577,148	07-29-14 - Registered	Top Knobs USA, Inc.

Schedule 2

Patents

<u>No.</u>	<u>Patent Title</u>	<u>Application / Publication / Patent Number</u>	<u>Application / Publication Date</u>	<u>Owner</u>
1.	Cabinet Handle	D680,411	03-20-12 – Filed 04-23-13 – Granted	Top Knobs USA, Inc.
2.	Cabinet Handle	D679,567	03-20-12 – Filed 04-09-13 – Granted	Top Knobs USA, Inc.
3.	Cabinet Handle	D679,983	03-20-12 – Filed 04-16-13 – Granted	Top Knobs USA, Inc.
4.	Cabinet Handle	D680,413	03-30-12 – Filed 04-23-13 – Granted	Top Knobs USA, Inc.
5.	Cabinet Handle	D679,984	03-20-12 – Filed 04-16-13 – Granted	Top Knobs USA, Inc.
6.	Cabinet Handle	D680,412	03-21-12 – Filed 04-23-13 – Granted	Top Knobs USA, Inc.
7.	Cabinet Handle	D679,568	03-21-12 – Filed 04-09-13 – Granted	Top Knobs USA, Inc.
8.	Cabinet Handle	D679,569	03-21-12 – Filed 04-09-13 – Granted	Top Knobs USA, Inc.
9.	Cabinet Handle	D679,985	03-21-12 – Filed 04-16-13 – Granted	Top Knobs USA, Inc.
10.	Cabinet Knob	D679,980	03-20-12 – Filed 04-23-13 – Granted	Top Knobs USA, Inc.
11.	Cabinet Knob	D680,405	03-21-12 – Filed 04-23-13 – Granted	Top Knobs USA, Inc.
12.	Cabinet Knob	D679,979	03-30-12 – Filed 04-16-13 – Granted	Top Knobs USA, Inc.
13.	Cabinet Knob	D679,977	03-21-12 – Filed 04-16-13 – Granted	Top Knobs USA, Inc.
14.	Cabinet Knob	D680,407	03-30-12 – Filed 04-23-13 – Granted	Top Knobs USA, Inc.
15.	Cabinet Knob	D679,981	03-30-12 – Filed 04-16-13 – Granted	Top Knobs USA, Inc.
16.	Cabinet Knob	D679,982	03-30-12 – Filed 04-16-13 – Granted	Top Knobs USA, Inc.
17.	Cabinet Knob	D680,406	03-21-12 – Filed	Top Knobs USA, Inc.

<u>No.</u>	<u>Patent Title</u>	<u>Application / Publication / Patent Number</u>	<u>Application / Publication Date</u>	<u>Owner</u>
			04-23-13 – Granted	
18.	Cabinet Knob	D679,978	03-21-12 – Filed 04-16-13 – Granted	Top Knobs USA, Inc.
19.	Cabinet Knob	D680,404	03-21-12 – Filed 04-23-13 – Granted	Top Knobs USA, Inc.
20.	Cabinet Knob	D680,410	03-21-12 – Filed 04-23-13 – Granted	Top Knobs USA, Inc.
21.	Cabinet Knob	D718,603	09-30-13 - Utility Filed 12-02-14 - Issued	Top Knobs USA, Inc.
22.	Cabinet Handle	D718,606	09-30-13 - Utility Filed 12-02-14 - Issued	Top Knobs USA, Inc.
23.	Cabinet Knob	D723,352	11-29-13 - Utility Filed 03-03-15 - Issued	Top Knobs USA, Inc.
24.	Cabinet Handle	D721,259	11-29-13 - Utility Filed 01-20-15 - Issued	Top Knobs USA, Inc.
25.	Cabinet Knob	D717,151	11-29-13 - Utility Filed 11-11-14 - Issued	Top Knobs USA, Inc.
26.	Cabinet Handle	D721,260	11-29-13 - Utility Filed 01-20-15 - Issued	Top Knobs USA, Inc.
27.	Cabinet Knob	D729,033	06-05-14 - Utility Filed 05-12-15 - Issued	Top Knobs USA, Inc.
28.	Cabinet Handle	D729,035	06-05-14 - Utility Filed 05-12-15 - Issued	Top Knobs USA, Inc.
29.	Cabinet Knob	D764,254	01-12-15 – Filed 08-23-16-Granted	Top Knobs USA, Inc.
30.	Cabinet Handle	D763,655	01-12-15 – Filed 08-16-16 - Granted	Top Knobs USA, Inc.
31.	Cabinet Knob	D771,470	01-12-15 – Filed 11-15-16- Granted	Top Knobs USA, Inc.
32.	Cabinet Handle	D763,657	01-12-15 – Filed 08-16-16 - Granted	Top Knobs USA, Inc.
33.	Cabinet Knob	D772,686	11-27-15 – Filed 11-29-16 - Granted	Top Knobs USA, Inc.
34.	Cabinet Handle	D779,915	11-27-15 – Filed 02-28-17 - Granted	Top Knobs USA, Inc.
35.	Cabinet Knob	D772,687	11-27-15 – Filed	Top Knobs USA, Inc.

<u>No.</u>	<u>Patent Title</u>	<u>Application / Publication / Patent Number</u>	<u>Application / Publication Date</u>	<u>Owner</u>
			11-29-16- Granted	
36.	Cabinet Handle	D779,916	11-27-15 – Filed 02-28-17 - Granted	Top Knobs USA, Inc.
37.	Cabinet Handle	D788,567	11-27-15 – Filed 06-06-17 - Granted	Top Knobs USA, Inc.
38.	Cabinet Knob	D772,684	11-27-15 – Filed 11-29-16- Granted	Top Knobs USA, Inc.
39.	Cabinet Knob	D771,469	11-27-15 – Filed 11-15-16 - Granted	Top Knobs USA, Inc.
40.	Cabinet Handle	D780,552	11-27-15 – Filed 03-07-17 - Granted	Top Knobs USA, Inc.
41.	Cabinet Knob	29/546,909	11-27-15 - Filed	Top Knobs USA, Inc.
42.	Cabinet Handle	D779,911	11-27-15 – Filed 02-28-17 - Granted	Top Knobs USA, Inc.
43.	Cabinet Knob	D772,685	11-27-15 – Filed 11-29-16 - Granted	Top Knobs USA, Inc.
44.	Cabinet Handle	D779,912	11-27-15 – Filed 02-28-17 - Granted	Top Knobs USA, Inc.
45.	Cabinet Knob	D772,037	11-27-15 – Filed 11-22-16 - Granted	Top Knobs USA, Inc.
46.	Cabinet Handle	D779,913	11-27-15 – Filed 02-28-17 - Granted	Top Knobs USA, Inc.
47.	Cabinet Knob	D772,688	11-27-15 – Filed 11-29-16 - Granted	Top Knobs USA, Inc.
48.	Cabinet Knob	D772,689	11-27-15 – Filed 11-29-16 - Granted	Top Knobs USA, Inc.
49.	Cabinet Handle	D779,914	11-27-15 – Filed 02-28-17 - Granted	Top Knobs USA, Inc.
50.	Cabinet Handle	29/548,218	12-11-15 - Filed	Top Knobs USA, Inc.
51.	Cabinet Knob	D780,551	12-11-15 – Filed 03-07-17 - Granted	Top Knobs USA, Inc.
52.	Cabinet Handle	29/568,950	06-22-16 - Filed	Top Knobs USA, Inc.