

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Butler Home Products, LLC		09/22/2017	Limited Liability Company: DELAWARE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	5199764	SATIN TOUCH	
Registration Number:	3012046	OPTIMESH	
Registration Number:	4369366	FOAM SHIELD	
Serial Number:	87272049	MEGA GRIP	
Serial Number:	87505796	ULTRA FLEX	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-88		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	09/25/2017		

CH \$140.00 5199764

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 22nd day of September 2017, Butler Home Products, LLC, a Delaware limited liability company ("*Debtor*"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Antares Capital LP, as successor by merger to General Electric Capital Corporation ("*Antares*"), with its mailing address 500 West Monroe Street, Chicago, Illinois 60661, Attn: Bradshaw Account Officer, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Antares acting as such administrative agent and any successor(s) or assign(s) to Antares acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated December 28, 2012 (such Security Agreement, as the same may from time to time be amended, modified or restated, including supplements thereto which add additional parties as Debtors thereunder, being hereinafter referred to as the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Administrative Agent, as the same may be amended, modified, or restated from time to time.


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Administrative Agent on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

-remainder of page intentionally left blank; signature pages follow-

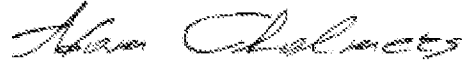
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

BUTLER HOME PRODUCTS, LLC, a Delaware limited liability company

By: 
Name: SANDY GREW
Title: VICE-PRESIDENT, CFO,
SECRETARY, AND
TREASURER

Accepted and agreed to as of the date and year first above written.

ANTARES CAPITAL LP, as Administrative Agent



By: _____

Name: Adam Chalmers

Title: Duly Authorized Signatory

SCHEDULE A

Registered Trademarks and Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date
SAINT TOUCH	87195195	10/6/2016	5199764	5/9/2017
OPTIMESH	78291722	8/25/2003	3012046	11/1/2005
FOAM SHIELD	85475708	11/17/2011	4369366	07/16/2013
MEGA GRIP	87272049	12/16/2016	N/A	N/A
ULTRA FLEX	87505796	06/26/2017	N/A	N/A