

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Knobs USA, Inc.		03/09/2018	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: 9			
Property Type	Number	Word Mark	
Registration Number:	3482766	DU VERRE	
Serial Number:	87726061	BEAUTIFUL KNOBS	
Serial Number:	87598501	ATLAS HOMEWARES	
Serial Number:	87598500	ATLAS HOMEWARES	
Serial Number:	87560790	TK TOP KNOBS	
Serial Number:	87560786	TK TOP KNOBS	
Serial Number:	87422848	TOP KNOBS	
Serial Number:	87422834	TOP KNOBS	
Serial Number:	86247181	TOP BATH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	nancy.wiford@wolterskluwer.com		
Correspondent Name:	Nancy Wiford		
Address Line 1:	4400 Easton Commons, Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$240.00 3482766

DATE SIGNED:

03/13/2018

Total Attachments: 6

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of March 9, 2018, 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.

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.

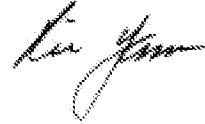
SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set 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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IN WITNESS WHEREOF, the Grantor and the Collateral 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.

TOP KNOBS USA, INC.,
as Grantor



Digitally signed by
Rick Yancey
Date: 2018.03.08
07:54:29 -06'00'

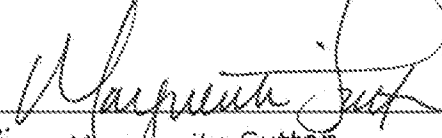
By: _____
Name: Rick Yancey
Title: CFO

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: _____
Name:
Title:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Alicia Schug
Title: Vice President

By: 
Name: Merguerite Sutton
Title: Vice President

[Signature Page to Second Lien IPSA (Top Knobs USA, Inc.)]

TRADEMARK
REEL: 006302 FRAME: 0985

Schedule 1

Trademarks

<u>No.</u>	<u>Trademark</u>	<u>S/N or Registration No.</u>	<u>Application Date / Registration Date</u>	<u>Owner</u>
1.	DU VERRE	3482766 ¹	10/14/2005 – Filed	Top Knobs USA, Inc.
2.	BEAUTIFUL KNOBS	87726061	12/19/2017– Filed Pending ITU	Top Knobs USA, Inc.
3.	ATLAS HOMEWARES	87598501	09/06/2017– Filed Pending ITU	Top Knobs USA, Inc.
4.	ATLAS HOMEWARES	87598500	09/06/2017– Filed Pending ITU	Top Knobs USA, Inc.
5.	TK TOP KNOBS	87560790	08/08/2017– Filed Pending ITU	Top Knobs USA, Inc.
6.	TK TOP KNOBS	87560786	08/08/2017– Filed Pending ITU	Top Knobs USA, Inc.
7.	TOP KNOBS	87422848	04/24/2017– Filed Pending ITU	Top Knobs USA, Inc.
8.	TOP KNOBS	87422834	04/24/2017– Filed Pending ITU	Top Knobs USA, Inc.
9.	TOP BATH	86247181	04/09/2014– Filed Pending ITU	Top Knobs USA, Inc.

¹ Assigned to Top Knobs USA, Inc. on September 11, 2017.