

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Household Essentials, LLC		01/13/2021	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4356377	CEDAR FRESH	
Registration Number:	1485300	DESIGN TREND	
Registration Number:	4398533	DESIGN TREND	
Registration Number:	3902000	FIBERTECH	
Registration Number:	2181986	HANDY BOARD	
Registration Number:	4003341	HE	
Registration Number:	3999090	HOUSEHOLD ESSENTIALS	
Registration Number:	1598598	IN TRANSIT	
Registration Number:	4683870	IRON 'N FOLD	
Registration Number:	4691030	IRON 'N FOLD	
Registration Number:	3009592	KRUSH CONTAINER	
Registration Number:	2979904	LOCK-UPS	
Registration Number:	4644056	MIGHTYSTOR	
Registration Number:	3661546	NANOMAX	
Registration Number:	5060994	RHEA	
Registration Number:	5900464	STOW AWAY	
Registration Number:	4829925	STOW AWAY	
Registration Number:	3561556	STOW AWAY	
Registration Number:	4829926	STOW AWAY	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3454373	STOW AWAY
Registration Number:	4135636	SUNLINE
Registration Number:	3269867	VISION
Registration Number:	3482172	WINDOW VISION

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@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	01/13/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13th day of January, 2021, by Household Essentials, LLC, a Missouri limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of October 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 30, 2015, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, 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 Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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 Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral 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 Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) 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

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

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

4. Termination. Upon the termination of the Collateral Agreement, the Grantee shall, at the request and sole expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording the release and/or termination of the grant and any security interest in the Trademark Collateral with the United States Patent and Trademark Office.

5. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark until such time as Grantor begins to use such Trademark and until a “statement of use” or “amendment to allege use” has been filed and accepted in the United States Patent and Trademark Office with respect to such Trademark.

[Signature Page Follows]

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

HOUSEHOLD ESSENTIALS, LLC, a
Missouri limited liability company

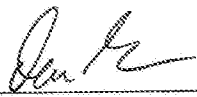
By: 

Name: Robert Lee Wang

Title: Secretary

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC, as Agent





By:  _____



Name: Dan Green

Title: Managing Director

SCHEDULE 1

Trademark Registrations and Applications

Credit Party	Trademark	APPLICATION DATE	APPLICATION SERIAL NUMBER	REGISTRATION ISSUANCE DATE	REGISTRATION NUMBER	Jurisdiction
Household Essentials, LLC	CEDAR FRESH	03/22/2012	85/576925	06/25/2013	4356377	United States
Household Essentials, LLC	DESIGN TREND	08/21/1987	73/680412	04/19/1988	1485300	United States
Household Essentials, LLC	DESIGN TREND	03/07/2012	85/562840	09/10/2013	4398533	United States
Household Essentials, LLC	FIBERTECH	03/03/2010	77/949757	01/04/2011	3902000	United States
Household Essentials, LLC	HANDYBOARD	03/03/1997	75/250020	08/18/1998	2181986	United States
Household Essentials, LLC		02/23/2010	77/943007	07/26/2011	4003341	United States
Household Essentials, LLC	HOUSEHOLD ESSENTIALS	02/23/2010	77/943011	07/19/2011	3999090	United States
Household Essentials, LLC		12/12/1988	73/768818	05/29/1990	1598598	United States
Household Essentials, LLC	IRON 'N FOLD	03/06/2014	86/212922	02/10/2015	4683870	United States
Household Essentials, LLC		03/06/2014	86/213051	02/24/2015	4691030	United States
Household Essentials, LLC	KRUSH CONTAINER	03/09/2004	78/380838	10/25/2005	3009592	United States
Household Essentials, LLC	LOCK-UPS	03/09/2004	78/380964	07/26/2005	2979904	United States
Household Essentials, LLC	MIGHTYSTOR	08/11/2014	15128952	09/28/2015	15128952	China
Household Essentials, LLC	MIGHTYSTOR	08/11/2014	15128951	09/28/2015	15128951	China
Household Essentials, LLC	MIGHTYSTOR	02/18/2014	86/196015	11/25/2014	4644056	United States
Household Essentials, LLC		11/11/2011	1459287	11/11/2011	1459287	Australia
Household Essentials, LLC	NANOMAX	10/24/2007	77/312127	07/28/2009	3661546	United States
Household Essentials, LLC		11/11/2011	1459293	11/11/2011	1459293	Australia
Household Essentials, LLC	RHEA	12/02/2015	86/836706	10/11/2016	5060994	United States
Household Essentials, LLC	STOW AWAY	09/12/2018	88/114283	11/05/2019	5900464	United States
Household Essentials, LLC	STOW AWAY	08/05/2014	86/357408	10/13/2015	4829925	United States
Household Essentials, LLC	STOW AWAY	10/18/2006	77/023699	01/13/2009	3561556	United States

Household Essentials, LLC		08/05/2014	86/357418	10/13/2015	4829926	United States
Household Essentials, LLC		10/18/2006	77/023716	06/24/2008	3454373	United States
Household Essentials, LLC	SUNLINE	06/07/2012	1581137	01/10/2014	TMA868751	Canada
Household Essentials, LLC	SUNLINE	11/08/2011	85/467548	05/01/2012	4135636	United States
Household Essentials, LLC	VISION	08/31/2005	78/704090	07/24/2007	3269867	United States
Household Essentials, LLC	WINDOW VISION	08/31/2005	78/074094	08/05/2008	3482172	United States