

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687205

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOME PRODUCTS INTERNATIONAL - NORTH AMERICA, INC.		11/09/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC), as Agent		
<b>Street Address:</b>	123 N. WACKER DRIVE, SUITE 2400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5921879	OFF THE WALL ORGANIZATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			
<b>Phone:</b>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergekohn.com		
<b>Correspondent Name:</b>	Nancy J. Brougher, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe, Suite 3300		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7528.020		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	11/10/2021		
<b>Total Attachments: 5</b>			
source=HPI - Trademark Security Agreement (11921)#page1.tif			
source=HPI - Trademark Security Agreement (11921)#page2.tif			

OP \$40.00 5921879

source=HPI - Trademark Security Agreement (11921)#page3.tif  
source=HPI - Trademark Security Agreement (11921)#page4.tif  
source=HPI - Trademark Security Agreement (11921)#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of November 9, 2021 and is by HOME PRODUCTS INTERNATIONAL - NORTH AMERICA, INC., a Delaware corporation ("**Grantor**"), in favor of ECLIPSE BUSINESS CAPITAL LLC (f/k/a Encina Business Credit, LLC), as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

### RECITALS

A. Grantor, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of February 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrowers as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application of Grantor, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising

prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

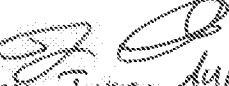
This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

HOME PRODUCTS INTERNATIONAL - NORTH AMERICA, INC., a Delaware corporation

By:   
Name: James Duke  
Title: CFO

Acknowledged by:

ECLIPSE BUSINESS CAPITAL LLC, as Agent

By: Brian Hynes  
Name: Brian Hynes  
Title: Authorized signatory

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
OFF THE WALL ORGANIZATION	87981829	5921879	11/26/19	Home Products International - North America, Inc.