

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307410

<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>
HOSLEY INTERNATIONAL, INC.		06/05/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GIBRALTAR BUSINESS CAPITAL, LLC		
<b>Street Address:</b>	400 SKOKIE BOULEVARD, SUITE 375		
<b>City:</b>	NORTHBROOK		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	LLC : DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78534392	18KARAT	
<b>Serial Number:</b>	78534393	E18HTEEN KARAT	
<b>Serial Number:</b>	75225499	EIGHTEEN KARAT	
<b>Serial Number:</b>	75225498	EIGHTEEN CARROT	
<b>Serial Number:</b>	77809315	E	
<b>Serial Number:</b>	76448806	ELEGANT EXPRESSIONS	
<b>Serial Number:</b>	76691692	ELEGANT EXPRESSIONS	
<b>Serial Number:</b>	76693394	HOME INTERIOR ACCENTS	
<b>Serial Number:</b>	75891279	HOSLEY	
<b>Serial Number:</b>	75423926	HOSLEY	
<b>Serial Number:</b>	76570099	LIFESTYLE DÉCOR	
<b>Serial Number:</b>	85028553	NATURE'S BOUNTY	
<b>Serial Number:</b>	76702985	ORGANIC LIVING BY HOSLEY	
<b>Serial Number:</b>	85350134	SCENT-A-GIFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3127826690		
<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>	3127829000		

OP \$365.00 78534392

<b>Email:</b>	NKONDZIOLKA@RSPLAW.COM
<b>Correspondent Name:</b>	ANDREW M. SACHS
<b>Address Line 1:</b>	180 N. LA SALLE ST. SUITE 3300
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60601
<b>NAME OF SUBMITTER:</b>	ANDREW M. SACHS
<b>SIGNATURE:</b>	/ANDREW M. SACHS/
<b>DATE SIGNED:</b>	06/12/2014
<b>Total Attachments: 10</b> source=GIBRALTAR HOSLEY IPSA_20140611155447#page1.tif source=GIBRALTAR HOSLEY IPSA_20140611155447#page2.tif source=GIBRALTAR HOSLEY IPSA_20140611155447#page3.tif source=GIBRALTAR HOSLEY IPSA_20140611155447#page4.tif source=GIBRALTAR HOSLEY IPSA_20140611155447#page5.tif source=GIBRALTAR HOSLEY IPSA_20140611155447#page6.tif source=GIBRALTAR HOSLEY IPSA_20140611155447#page7.tif source=GIBRALTAR HOSLEY IPSA_20140611155447#page8.tif source=GIBRALTAR HOSLEY IPSA_20140611155447#page9.tif source=GIBRALTAR HOSLEY IPSA_20140611155447#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of June 5, 2014, is executed by and between HOSLEY INTERNATIONAL, INC., an Illinois corporation, having a business location at the address set forth below under its signature ("Debtor") and GIBRALTAR BUSINESS CAPITAL, LLC, a Delaware limited liability company, having a business location at the address set forth below under its signature ("Secured Party").

### RECITALS:

The Debtor and the Secured Party are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to continuing to extend credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyrights" means the copyright registrations, applications and exclusive copyright licenses set forth in Exhibit A.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents, Trademarks and Copyrights to secure payment of the

Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) **Authority.** This Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Copyrights.** **Exhibit A** accurately lists all registered Copyrights owned or controlled by the Debtor as of the date hereof and accurately reflects in all material respects the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any registered Copyrights not listed on **Exhibit A** or if **Exhibit A** ceases to accurately reflect, in all material respects, the existence and status of applications and registrations pertaining to the Copyrights, then the Debtor shall promptly provide written notice to the Secured Party with a replacement **Exhibit A**, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Patents.** **Exhibit B** accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have it assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit B**, or if **Exhibit B** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within thirty (30) days provide written notice to the Secured Party with a replacement **Exhibit B**, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Trademarks.** **Exhibit C** accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any Trademarks not listed on **Exhibit C** or if **Exhibit C** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement **Exhibit C**, which upon acceptance by the Secured Party shall become part of this Agreement.

(e) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents, material Trademarks or Copyrights. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(f) **Title.** Debtor has absolute title to each Patent, Trademark and Copyright listed on Exhibits A, B and C, free and clear of all liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in Patents, Trademarks or Copyrights hereafter arising, absolute title to each such Patent, Trademark or Copyright free and clear of all liens except Permitted Liens, and (ii) will keep all Patents, Trademarks and Copyrights free and clear of all liens except Permitted Liens.

(g) **No Sale.** Debtor will not assign, transfer, encumber or otherwise dispose of the Patents, Trademarks or Copyrights, or any interest therein, without the Secured Party's prior written consent.

(h) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents, Trademarks and Copyrights against all claims or demands of all Persons.

(i) **Maintenance.** Debtor will at its own expense maintain the Patents, Trademarks and Copyrights to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent, Trademark or Copyright, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents, Trademarks or Copyrights, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(j) **Secured Party's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or, if Debtor notifies the Secured Party that it intends to abandon a Patent, Trademark or Copyright, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(k) **Costs and Expenses.** The Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights

under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the default rate of interest set forth in the Loan Agreement.

(i) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, and, from and after demand by Secured Party for payment of the Obligations or an Event of Default, appoints the Secured Party, or its delegate, as the attorney-in-fact for the Debtor to the extent necessary for the Secured Party to enforce or use the Patents, Trademarks or Copyrights or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents, Trademarks or Copyrights to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents, Trademarks and Copyrights.** The Debtor shall be permitted to control and manage the Patents, Trademarks and Copyrights, including the right to exclude others from making, using or selling items covered by the Patents, Trademarks and Copyrights and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents, Trademarks and Copyrights.

(c) The Secured Party may enforce the Patents, Trademarks and Copyrights and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts

and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. Notwithstanding the foregoing, this Agreement shall terminate upon termination of the Loan Agreement and payment in full of the Obligations. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents, Trademarks and Copyrights at all or in any particular manner or order, or to apply any cash proceeds of Patents, Trademarks and Copyrights in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions, except that any exercise by Lender of its remedies under this Agreement pertaining to the Patents, Trademarks and Copyrights shall be conducted in accordance with the law of the applicable jurisdiction where Debtor's principal place of business is located. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

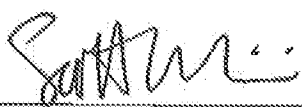
**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL,  
LLC, a Delaware limited liability company

HOSLEY INTERNATIONAL, INC., an  
Illinois corporation

By:   
Name: Scott Winicour  
Title: Chief Operating Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

400 Skokie Boulevard, Suite 375  
Northbrook, Illinois 60062

20530 Stony Island Avenue  
Lynwood, Illinois 60411

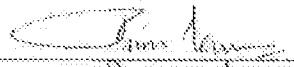


IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL,  
LLC, a Delaware limited liability company

HOSLEY INTERNATIONAL, INC., an  
Illinois corporation

By: \_\_\_\_\_  
Name: Scott Winicour  
Title: Chief Operating Officer

By:  \_\_\_\_\_  
Name: Ryan Kamran  
Title: Chairman of the Executive Committee

400 Skokie Boulevard, Suite 375  
Northbrook, Illinois 60062

20530 Stony Island Avenue  
Lynwood, Illinois 60411

EXHIBIT A  
COPYRIGHTS

None

EXHIBIT B

PATENTS

PATENTS

Hosley #	Description	Serial #	Patent #	Effective Date	Notes
101	Cauldron Shaped Votive Holder	29/079,610	412,369	7/27/99 - 7/27/13	
102	Windchime	29/121,431	436,882	1/30/01 - 1/30/15	
103	Witch Hat Tealight Holder	29/136,768	D464,157	10/8/2002	
104	French Scroll Ledge Planter	29/137,978	D459270	6/25/2002	
105	Snowflake Candle Holder	29/142,000	D463,586	9/24/2002	
106	Heart Candle Holder	29/162,186	D470,611	2/18/2003	
107	Tiki Torch	29/141,975	D456,917S	5/7/02 - 5/7/16	
108	Ivy Spindle	29/141,998	D461707	8/20/2002	
109	Swirl Spindle	29/141,999	D461,399	8/13/2002	
110	Butterfly Votive Holder	29/149,519	D461,264	8/6/2002	
111	Glass Pumpkin Cauldron Votive Holder	29/149,517	D463,046	9/17/2002	
112	Glass Pumpkin Face Votive Holder	29/149,522	D462,794	9/10/2002	
113	Cauldron w/suspended Votive Holder	29/159,447	D475,445S	6/3/2003	
115	Votive Candle Holder w/Beaded Lamp	29/160,490	D505,213	5/17/2005	
116	Decorative Halloween Pumpkin	29/174,383	D491,485	6/15/2004	
117	Decorative Pumpkin Kit (H04708)	10/345,563	6,797,346	9/28/2004	renew 3-26-2012
118	Pillar/Taper Holder Adapter	10/749,051	Not Granted		

EXHIBIT C

TRADEMARKS

TRADEMARKS

DESCRIPTION	APP TO FILE	SERIAL #	TRADEMARK OR REGISTRATION #	NOTES
18Karat		78/534,392	3,199,368	reg 7/25/06
E18hteen Karat		78/534,393	3,235,846	reg 5/1/07, per PK drop 6/11/13
Eighteen Karat		75/225,499	2,204,874	
Eighteen Carrot		75/225,498	2,150,510	
Coordinates				inquiry only 10/23/04
E Design Class 3,11,21	8/20/2009	77/809,315	3,829,510	reg 8/3/10 renew 8/3/20, affidavit of continued use 8/3/16
Elegant Expressions (block) Class 21	9/12/2002	76/448,806	2,734,593	reg 7/8/03 renew 7/8/23
Elegant Expressions (block) Class 3, 11, 21	7/30/2008	76/691,692	3,585,157	adding fragrance oil, diffusers, incense, electric warmers, warmers and incense holders; renew 3/10/19
Home Interior Accents Class 21	10/7/2008	76/693,394	3,608,074	reg 4/21/09 renew 4/21/19, file affidavit cont use 4/21/14 to 15
Hosley (India) Class 6	9/15/2004	1,083,542		reg 9/26/05 renew 2/27/2022
Hosley (India) Class 20	9/15/2004	1,083,543		reg 12/22/05 renew 2/27/2022
Hosley (India) Class 21	9/15/2004	1,083,544		reg 10/11/05 renew 2/27/2022
Hosley (India) Class 27	9/15/2004	1,083,545		reg 10/11/05 renew 2/27/2022
Hosley (India) Class 28	9/15/2004	1,083,546		reg 10/6/05 renew 2/27/2022
Hosley (US) Class 6, 20, 27, 28	Oct-00	75/891,279	2,831,081	reg 4/13/04 renew 4/13/2024
Hosley (US) Class 21	1/27/1998	75/423,926	2,280,748	reg 9/28/1999 renew 9/28/19
Lifestyle Décor Class 21 (candleholder)	1/15/2004	76/570,099	3,013,659	reg 11/8/05 renew 11/8/2015
Nature's Bounty Class 3, 31	5/3/2010	85/028,553	4,154,633	reg 6/5/12 renew 6/5/22, file contiued use 6/5/17 to 18
Organic Living by Hosley Class 3, 21	5/1/2010	76/702,985	4,150,322	reg 5/29/12 renew 5/29/22, file continued use 5/29/17 to 18
Scent-A-Gift	6/20/2011	85/350,134		pending