

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Imperial, Inc.		07/06/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: BANK: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2473858	UNISCAN	
Registration Number:	2836275	SIGNKEEPER	
Registration Number:	3190482	MAGNECORP	
Registration Number:	3601528	SPLASH ROLLZ	
Registration Number:	3600752	SIMPLE SOLUTIONS FOR HANGING & HOLDING	
Registration Number:	3688374	EXCLUSIVELY HOME	
Registration Number:	4152079	SOUTHERN IMPERIAL	
Registration Number:	4327675	SUNBELT PLASTIC EXTRUSIONS	
Registration Number:	4463265	NEXT	
Serial Number:	86611425	SI	
Registration Number:	2211476	LABEL - RELEASE	
Registration Number:	1985283	CORR-A-GATOR	
Registration Number:	1742723	SIGN EEZ	
Registration Number:	1363419	FASTRACK	
Registration Number:	1245241	MAGNACLAMP	
Registration Number:	1259810	FASTWIST	
Registration Number:	0936934	FASTBACK	
CORRESPONDENCE DATA			

CH \$440.00 2473858

Fax Number: 2127557306

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: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Nathan J. Hoepfner

Address Line 1: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	080461-010092
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NAME OF SUBMITTER:	07/08/2015
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SIGNATURE:	/Nathan J. Hoepfner/
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DATE SIGNED:	07/10/2015
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 6, 2015, is made by Southern Imperial, Inc., an Illinois corporation ("Grantor"), in favor of JPMorgan Chase Bank, N.A. ("Lender").

WHEREAS, Grantor owns the Trademarks (as defined in the Security Agreement) listed on Schedule 1 annexed hereto and is a party to the Licenses (as defined in the Security Agreement) with respect to Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among Grantor, the other loan parties party thereto from time to time and Lender;

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Grantor, the other grantors party thereto from time to time and Lender, for and on behalf of the Secured Parties (in such capacity, together with its successors pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each License (as defined in the Security Agreement) to which Grantor is a party with respect to any Trademarks; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark listed on Schedule 1 hereto, or licensed by Grantor under any License with respect to any Trademark, or (ii) injury to the goodwill associated with any of the foregoing.


Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will control.

[signature pages follow]

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

SOUTHERN IMPERIAL, INC., as Grantor

By: 
Name: Steven M. Vandemore
Title: President + CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005573 FRAME: 0647

ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A., as
Grantee

By: 

Name: Lindsay Griffard
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005573 FRAME: 0648

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>RBVD No.</u>	<u>Country</u>	<u>Trademark Name</u>	<u>Appln. No.</u>	<u>Appln. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
164627	US	UNISCAN	75/284,900	05/01/1997	2,473,858	07/31/2001
508045	US	SIGNKEEPER	76/526,716	06/23/2003	2,836,275	04/27/2004
508044	US	MAGNECORP	76/617,794	10/22/2004	3,190,482	01/02/2007
506888	US	SPLASH ROLLZ	77/502,688	06/19/2008	3,601,528	04/07/2009
508046	US	SIMPLE SOLUTIONS FOR HANGING & HOLDING	76/690,547	06/13/2008	3,600,752	04/07/2009
506977	US	EXCLUSIVELY HOME	77/566,338	09/10/2008	3,688,374	09/29/2009
506460	US	SOUTHERN IMPERIAL	77/320,099	11/02/2007	4,152,079	06/05/2012
	US	SUNBELT PLASTIC EXTRUSIONS	85/708,050	08/20/2012	4,327,675	04/30/2013
509012	US	NEXT (and design)	85/551,842	02/24/2012	4,463,265	01/07/2014
510515	US	SI (and design)	86/611,425	04/27/2015	Pending	Pending
	US	LABEL – RELEASE (and design)	75/123,752	06/21/1996	2,211,476	12/15/1998
164004	US	CORR-A-GATOR	74/649,317	03/20/1995	1,985,283	07/09/1996
	US	SIGN EEZ (and design)	74/105,621	10/15/1990	1,742,723	12/29/1992
	US	FASTRACK	73/528,252	03/22/1985	1,363,419	10/01/1985
508048	US	MAGNACLAMP (and design)	73/243,963	12/26/1979	1,245,241	07/12/1983

114843	US	FASTWIST	73/389,639	09/27/1982	1,259,810	12/06/1983
104970	US	FASTBACK	72/397,611	07/16/1971	936,934	07/04/1972

TRADEMARK LICENSES

NONE