

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rooster Products International, Inc.		05/06/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	3475 Piedmont Road NE		
Internal Address:	18th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2322579	AMERICAN WORK PRODUCTS	
Registration Number:	2315080	AMERICAN WORK PRODUCTS	
Registration Number:	2309703	MCGUIRE-NICHOLAS	
Registration Number:	3713684	MONSTER	
Registration Number:	3239686	AWP	
Registration Number:	1950102	ROOSTER	
Registration Number:	3232315	ROOSTER	
Registration Number:	4595843	BRACKEN CREEK	
Registration Number:	3467377	TRY-N-BUY	
Registration Number:	3487436	FLOORWALKERS	
Registration Number:	3401585	TOOLRIDER	
Registration Number:	3487434	BODYSHOX	
Registration Number:	3421896	TURTLES	
Registration Number:	3588004	AWP	
Registration Number:	3588001	AWP	
Registration Number:	4571671	SPILL GUARD	
Registration Number:	4549515	FLIP LID	
Serial Number:	86325986	BRACKEN CREEK	
TRADEMARK			

CH \$890.00 2322579

Property Type	Number	Word Mark
Registration Number:	4721860	FLIP LID
Registration Number:	4642816	1/2 TON HAULER
Registration Number:	4681747	COMFORT HINGE
Registration Number:	4919692	ROCKER
Serial Number:	86389582	SLIDER
Registration Number:	4915455	STABILIZER
Registration Number:	4749900	HYBRID
Serial Number:	86635597	INDESTRUCTIBLE MASTERS SERIES
Registration Number:	4929386	
Registration Number:	4919862	
Registration Number:	4929387	
Registration Number:	4929388	
Serial Number:	86693523	SPIDERWEB
Serial Number:	86823587	4.0
Registration Number:	4883268	INDESTRUCTIBLE MASTERS SERIES
Serial Number:	86897827	TEXAS PRIDE
Serial Number:	86899531	

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 4045235300

Email: rjk@phrd.com

Correspondent Name: Parker Hudson Rainer & Dobbs LLP PHRD

Address Line 1: 303 Peachtree Street NE, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Bobbi Accord Noland
SIGNATURE:	/ban/
DATE SIGNED:	05/06/2016

Total Attachments: 8

- source=06. Notice of Grant of Security Interest in Trademarks - Rooster#page1.tif
- source=06. Notice of Grant of Security Interest in Trademarks - Rooster#page2.tif
- source=06. Notice of Grant of Security Interest in Trademarks - Rooster#page3.tif
- source=06. Notice of Grant of Security Interest in Trademarks - Rooster#page4.tif
- source=06. Notice of Grant of Security Interest in Trademarks - Rooster#page5.tif
- source=06. Notice of Grant of Security Interest in Trademarks - Rooster#page6.tif
- source=06. Notice of Grant of Security Interest in Trademarks - Rooster#page7.tif
- source=06. Notice of Grant of Security Interest in Trademarks - Rooster#page8.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of May 6, 2016, is made by **ROOSTER PRODUCTS INTERNATIONAL, INC.**, a Texas corporation ("Grantor"), having an address at 2 Wilbanks Road, Rome, Georgia 30161, in favor of **JPMORGAN CHASE BANK, N.A.**, a national banking association, in its capacity as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") for various financial institutions (collectively, the "Lenders"), with an office at 3475 Piedmont Road NE, 18th Floor, Atlanta, Georgia 30305.

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Grantor, **BIG TIME PRODUCTS, LLC**, a Georgia limited liability company ("Products"), **APOLLO MARKETING, LLC**, a Georgia limited liability company ("Apollo"), **BIG TIME DÉCOR, LLC**, a Georgia limited liability company ("Décor"), **ROOSTER SERVICES, LLC**, a Texas limited liability company ("Rooster Services"), **BIG TIME PRODUCTS/PRODUITS GROS TEMPS INC.**, a limited company incorporated in British Columbia, Canada ("Canadian Borrower"; together with Grantor, Products, Apollo, Décor, Rooster Services and Canadian Borrower, together with any other person party thereto as a borrower from time to time, collectively, the "Borrowers" and each individually, a "Borrower"), the other Loan Parties, Administrative Agent and the Lenders, the Lenders have agreed to make certain financial accommodations to Grantor and its affiliates subject to the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Joinder and Supplement to Amended and Restated Pledge and Security Agreement dated as of the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Joinder Agreement"), by and among the Borrowers, certain of their affiliates, and Administrative Agent, which Joinder Agreement amends and supplements that certain Amended and Restated Pledge and Security Agreement dated as of August 19, 2015 (as at any time amended, modified, supplemented, extended or restated, the "Security Agreement"), by and among Products, Apollo, Décor, Canadian Borrower, certain of their affiliates from time to time and Administrative Agent, Grantor has agreed to, among other things, grant to Administrative Agent, for the benefit of itself and the Secured Parties, a continuing security interest in all of Grantor's intellectual property, including, without limitation, all of Grantor's trademarks and related rights, to secure all obligations and liabilities owing from time to time from Grantor to the Lenders under the Credit Agreement, the Security Agreement, or otherwise; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make extensions of credit to the Grantor and/or its affiliates pursuant to the Credit Agreement, Grantor agrees with Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Security Agreement.

2. Notice of Grant of Security Interest. Grantor hereby assigns and grants to Administrative Agent, to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in all of its right, title and interest in, to and under Grantor's Trademarks,

including, without limitation, all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing listed on Schedule A hereto.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank;
Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered under seal by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

ROOSTER PRODUCTS INTERNATIONAL, INC.

By: 

Name: **Andy Bolt**

Title: Chief Financial Officer

[CORPORATE SEAL]

[Signatures continue on the following page.]


JPMORGAN CHASE BANK, N.A.,
as Administrative Agent




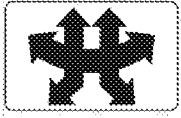
By Eric A. Anderson
Name: Eric A. Anderson
Title: Authorized Officer


SCHEDULE A
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

Trademarks owned by Rooster Products International, Inc.:

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
American Work Products (supplemental register)	75/540,406 2,322,579	08/21/1998 02/22/2000
American Work Products (supplemental register)	75/540,376 2,315,080	09/03/1999 02/01/2000
McGuire-Nicholas	75/357,444 2,309,703	09/15/1997 01/18/2000
Monster	77/043,616 3,713,684	11/14/2006 11/24/2009
AWP	78/926,044 3,239,686	07/10/2006 05/08/2007
Rooster (#1)	74/498,639 1,950,102	03/04/1994 01/23/1996
Rooster (#2)	77/043,560 3,232,315	11/14/2006 04/24/2007
Bracken Creek	86/093,768 4,595,843	10/17/2013 09/02/2014
Try-N-Buy	77/338,385 3,467,377	11/27/2007 07/15/2008
Floorwalkers	77/246,485 3,487,436	08/03/2007 08/19/2008
Toolrider	77/246,367 3,401,585	08/03/2007 03/25/2008

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
Bodyshox	77/246,334 3,487,434	08/03/2007 08/19/2008
Turtles	77/239,635 3,421,896	07/26/2007 05/06/2008
AWP	77/220,226 3,588,004	07/02/2007 03/10/2009
AWP 	77/219,496 3,588,001	06/29/2007 03/10/2009
Spill Guard (IU)	86/137,379 4,571,671	12/06/2013 07/22/2014
Flip Lid (IU) (supplemental register)	86/137,384 4,549,515	12/06/2013 06/10/2014
Bracken Creek (ITU)	86/325,986	07/01/2014
Flip Lid (IU) (supplemental register)	86/416,068 4,721,860	10/06/2014 04/14/2015
1/2 Ton Hauler (IU) (supplemental register)	86/308,112 4,642,816	06/12/2014 11/18/2014
Comfort Hinge (IU)	86/323,184 4,681,747	06/27/2014 02/03/2015
ROCKER (IU)	86/411,843 4,919,692	10/01/2014 03/15/2016
SLIDER (IU)	86/389,582	09/09/2014
STABILIZER (IU)	86/389,638 4,915,455	09/09/2014 03/08/2016
HYBRID (IU) (supplemental register)	86/389,661 4,749,900	09/09/2014 06/02/2015

MARK/ CLIENT No.	APPLICATION No./ REGISTRATION No.	FILING DATE/ REGISTRATION DATE
INDESTRUCTIBLE MASTERS SERIES (ITU)	86/635,597	05/20/2015
Stabilizer Icon (IU) 	86/663,814 4,929,386	06/16/2015 03/29/2016
Rocker Icon (IU) 	86/663,847 4,919,862	06/16/2015 03/15/2016
Slider Icon (IU) 	86/663,866 4,929,387	06/16/2015 03/29/2016
Hybrid Icon (IU) 	86/663,918 4,929,388	06/16/2015 03/29/2016
SPIDERWEB (ITU)	86/693,523	07/15/2015 (Filing Date)
4.0	86/823,587	11/17/2015 <i>PENDING</i>
INDESTRUCTIBLE MASTERS SERIES	86/977,891 4,883,268 Divided 11/02/2015	Filed 05/20/2015 01/05/2016
TEXAS PRIDE	86/897,827	Filed 02/04/2016

MARK/ CLIENT NO.	APPLICATION NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE
TEXAS PRIDE (stylized logo) 	86/899,531	Filed 02/05/2016