

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401722

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCI Delaney Holdings, Inc.		10/12/2016	Corporation: DELAWARE
Delaney Hardware Holdings, Inc.		10/12/2016	Corporation: DELAWARE
The Delaney Hardware Co.		10/12/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TCF National Bank
Street Address:	71 S. Wacker Drive
Internal Address:	Suite 2110
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	3833190	ANSLEY
Serial Number:	86893360	ANSLEY
Registration Number:	4050805	ARTINO
Registration Number:	3905279	ASHEVILLE
Serial Number:	86958230	AVINO
Registration Number:	3829825	BELTON
Registration Number:	5036324	BELTON
Registration Number:	3816948	BENNETT
Registration Number:	3920828	BRAYDEN
Registration Number:	4046798	BRIONA
Registration Number:	4047158	CANOVA
Registration Number:	3909172	CARLYLE
Registration Number:	3816947	CHATHAM
Registration Number:	3998106	CIRA
Registration Number:	3905278	COLTON
Registration Number:	3935269	CORDOBA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4819436	DAYTON
Registration Number:	3412672	DCO
Registration Number:	3103141	DCO
Registration Number:	3294694	DELANEY
Registration Number:	4688409	DERBY
Registration Number:	3902642	FAIRFIELD
Registration Number:	3829826	GALWAY
Serial Number:	86893354	GALWAY
Registration Number:	3833167	HATHAWAY
Serial Number:	86893353	HATHAWAY
Registration Number:	3920832	KENDALL
Registration Number:	4218585	KERRY
Registration Number:	4269848	KIRA
Registration Number:	3920831	MILTON
Registration Number:	3866466	NEWPORT
Registration Number:	3514957	OLD WORLD QUALITY NEW AGE DESIGN
Registration Number:	3912033	OLIVIA
Registration Number:	3644052	PRIVEX
Registration Number:	3920829	RONDA
Registration Number:	4046799	SANTO
Registration Number:	4755386	SHELTON
Registration Number:	4526282	SILONA
Registration Number:	4227591	SILVER OAK
Registration Number:	4144173	SORADO
Registration Number:	3875658	SORRENTO
Registration Number:	3990698	STONEHENGE
Registration Number:	3935271	TRALEE
Registration Number:	4126496	TULUM
Registration Number:	3843339	VALERO
Serial Number:	86893368	VALERO
Registration Number:	4054241	VISCONTI
Registration Number:	3935456	WATERFORD
Registration Number:	3935270	WICKLOW
Registration Number:	3597592	CALLAN

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

REEL: 005898 FRAME: 0556

Email: rfloren@schiffhardin.com
Correspondent Name: Rebecca Floren
Address Line 1: 233 S. Wacker Drive, Suite 6600
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Rebecca Floren

SIGNATURE: /s/ Rebecca Floren

DATE SIGNED: 10/12/2016

Total Attachments: 21

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of October 12, 2016 by HCI Delaney Holdings, Inc., a Delaware corporation ("Holdings"), Delaney Hardware Holdings, Inc., a Delaware corporation ("Parent"), The Delaney Hardware Co., a Delaware corporation ("Borrower"; Holdings, Parent and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), in favor of TCF National Bank ("Lender").

WITNESSETH:

WHEREAS, Obligors and Lender have entered into that certain Credit Agreement dated as of October 12, 2016 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, each Obligor execute and deliver to Lender this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor agrees as follows:

- 1. Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.
- 2. Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Lender a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims) and the Credit Agreement shall have been terminated, such Obligor will

not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Lender thereto. Notwithstanding any of the foregoing in this Section 3, each Obligor may abandon, sell or assign its interest in, or grant any license under any Patents, Marks, Copyrights or Licenses to the extent that such Patents, Marks, Copyrights or Licenses are in the reasonable good faith judgment of such Obligor, individually or in the aggregate, immaterial or not economically desirable to the conduct of such Obligor's business.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Lender pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims) and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new

patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Lender prompt written notice thereof. Each Obligor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of any Obligor or rights of Lender hereunder.

6. **Royalties; Terms.** Each Obligor hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Lender to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification Claims) and termination of the Credit Agreement.

7. **Inspection.** In accordance with the terms of the Credit Agreement, Lender shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Lender to each Obligor of Lender's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (other than Unasserted Contingent Indemnification Claims) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender.

10. **Lender's Right to Sue.** From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, each Obligor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between any Obligor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Each Obligor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may request, to evidence Lender's interest in the Patents, Marks,

Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.

All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Lender as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full (other than Unasserted Contingent Indemnification Claims) and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

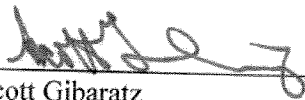
17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

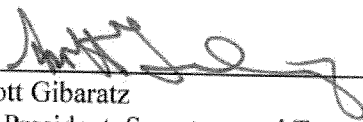
HCI DELANEY HOLDINGS, INC.

By: 
Name: Scott Gibaratz
Title: Vice President, Secretary and Treasurer

DELANEY HARDWARE HOLDINGS, INC.

By: 
Name: Scott Gibaratz
Title: Vice President, Secretary and Treasurer

THE DELANEY HARDWARE CO.

By: 
Name: Scott Gibaratz
Title: Vice President, Secretary and Treasurer

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

HCI DELANEY HOLDINGS, INC.

By: _____
Name: _____
Title: _____

DELANEY HARDWARE HOLDINGS, INC.

By: _____
Name: _____
Title: _____

THE DELANEY HARDWARE CO.

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

TCF NATIONAL BANK

By: 
Name: KC Bewker
Title: SVP

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

COPYRIGHTS

None.

SCHEDULE C

PATENT AND COPYRIGHT LICENSES

None.

SCHEDULE D
TRADEMARKS, SERVICE MARKS



1. Application to Register a Business to be Conducted under the Trade Name “Delaney Hardware”, filed by The Delaney Hardware Co. with the Clerk of the Superior and State Courts of Forsyth County, Georgia
2. The following domain names:

CALLANLOCKS.COM
 CONTRACTORSHOWROOM.NET
 CONTRACTORSSHOWROOM.NET
 DELANEYEZKEY.COM
 DELANEYHARDWARE.COM
 DELANEYHW.COM
 DELANEYHW.US
 DELANEYINC.COM
 DELANEYLOCKS.COM
 DELANEYTRADING.COM
 DISCOVERDELANEY.COM
 EZCHANGEKEY.COM
 EZKEYING.COM
 EZSETBYDELANEY.COM
 EZSETKEY.COM
 EZSETLOCKS.COM
 LOCKWARRANTY.COM
 OREQUALPLUS.COM
 PRIVEXLOCK.COM
 PRIVEXSECURITY.COM
 THEDELANEYCO.COM

3. The following Trademarks:

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner	Next Deadline
ANSLEY	77898309 (December 21, 2009)	3833190 (August 10, 2010)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	A Declaration of Use was due August 10, 2016. The registration is now in the 6-month grace period which means the Declaration of Use may still be filed, subject to additional fees.
ANSLEY	86893360 February 1, 2016	Not available	The Delaney Co. (Georgia Corp.) Cumming, Georgia	No deadline (awaiting Certificate of Registration)

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner	Next Deadline
ARTINO	85218042 (January 14, 2011)	4050805 (November 1, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due November 1, 2017
ASHEVILLE	77819830 (September 3, 2009)	3905279 (January 11, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due January 11, 2021
AVINO	86958230 March 30, 2016	Not available	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Response to office action due November 17, 2016
BELTON	77842252 (October 6, 2009)	3829825 (August 3, 2010)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	A Declaration of Use was due August 3, 2016. The registration is now in the 6-month grace period, which means the Declaration of Use may still be filed, subject to additional fees.
BELTON	86893356 (February 1, 2016)	5036324 (September 6, 2016)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of use due September 6, 2021
BENNETT	77822440 (September 9, 2009)	3816948 (July 13, 2010)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due July 13, 2020
BRAYDEN	77861582 (October 30, 2009)	3920828 (February 15, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due February 15, 2021
BRIONA	85159957 (October 25, 2010)	4046798 (October 25, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due October 25, 2017
CANOVA	85159963 (October 25, 2010)	4047158 (October 25, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due October 25, 2017
CARLYLE	77898307 (December 21, 2009)	3909172 (January 18, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due January 18, 2021
CHATHAM	77822428 (September 9, 2009)	3816947 (July 13, 2010)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due July 13, 2020
CIRA	85212156 (January 6, 2011)	3998106 (July 19, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due July 19, 2017
COLTON	77819828 (September 3, 2009)	3905278 (January 11, 2011)	The Delaney Co. (Georgia Corp.)	Renewal due January 11, 2021

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner	Next Deadline
			Cumming, Georgia	
CORDOBA	77861588 (October 30, 2009)	3935269 (March 22, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due March 22, 2021
DAYTON	86358504 (August 6, 2014)	4819436 (September 22, 2015)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due September 22, 2021
	78483327 (September 14, 2004)	3412672 (April 15, 2008)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due April 15, 2018
	78483334 (September 14, 2004)	3103141 (June 13, 2006)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due June 13, 2026
DELANEY	78483375 (September 14, 2004)	3294694 (September 18, 2007)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due September 18, 2017
DERBY	86331081 (July 8, 2014)	4688409 (February 17, 2015)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due February 17, 2021
FAIRFIELD	77822435 (September 9, 2009)	3902642 (January 11, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due January 11, 2021
GALWAY	77842255 (October 6, 2009)	3829826 (August 3, 2010)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	A Declaration of Use was due August 3, 2016. The registration is now in the 6-month grace period, which means the Declaration of Use may still be filed, subject to additional fees.
GALWAY	86893354 (February 1, 2016)	Not available	The Delaney Co. (Georgia Corp.) Cumming, Georgia	No deadline (awaiting Certificate of Registration)
HATHAWAY	77819838 (September 3, 2009)	3833167 (August 10, 2010)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	A Declaration of Use was due August 10, 2016. The registration is now in the 6-month grace period, which means the Declaration of Use may still be filed, subject to additional fees.

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner	Next Deadline
HATHAWAY	86893353 (February 1, 2016)	Not available	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Office action response due on November 24, 2016
KENDALL	77861601 (October 30, 2009)	3920832 (February 15, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due February 15, 2021
KERRY	85218037 (January 14, 2011)	4218585 (October 2, 2012)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due October 2, 2018
KIRA	85593216 (April 10, 2012)	4269848 (January 1, 2013)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due January 1, 2019
MILTON	77861599 (October 30, 2009)	3920831 (February 15, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due February 15, 2021
NEWPORT	77822445 (September 9, 2009)	3866466 (October 26, 2010)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due October 26, 2020
OLD WORLD QUALITY NEW AGE DESIGN	77265335 (August 27, 2007)	3514957 (October 14, 2008)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due October 14, 2018
OLIVIA	77842249 (October 6, 2009)	3912033 (January 25, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due January 25, 2021
PRIVEX	77125355 (March 8, 2007)	3644052 (June 23, 2009)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due June 23, 2019
RONDA	77861586 (October 30, 2009)	3920829 (February 15, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due February 15, 2021
SANTO	85159964 (October 25, 2010)	4046799 (October 25, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due October 25, 2017
SHELTON	86432283 (October 23, 2014)	4755386 (June 16, 2015)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due June 16, 2021
SILONA	85572847 (March 19, 2012)	4526282 (May 6, 2014)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due May 6, 2020
SILVER OAK	85469457	4227591	The Delaney Co.	Declaration of Use due October 16,

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner	Next Deadline
	(November 10, 2011)	(October 16, 2012)	(Georgia Corp.) Cumming, Georgia	2018
SORADO	85322714 (May 17, 2011)	4144173 (May 15, 2012)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due May 15, 2018
SORRENTO	77842553 (October 6, 2009)	3875658 (November 16, 2010)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due November 16, 2020
STONEHENGE	77842200 (October 6, 2009)	3990698 (July 5, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due July 5, 2017
TRALEE	77861593 (October 30, 2009)	3935271 (March 22, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due March 22, 2021
TULUM	85211591 (January 6, 2011)	4126496 (April 10, 2012)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due April 10, 2018
VALERO	77861579 (October 30, 2009)	3843339 (August 31, 2010)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	A Declaration of Use was due August 31, 2016. The registration is now in the 6-month grace period, which means the Declaration of Use may still be filed, subject to additional fees.
VALERO	86893368 (February 1, 2016)	Not available	The Delaney Co. (Georgia Corp.) Cumming, Georgia	No deadlines (the application is suspended pending the disposition of a prior application)
VISCONTI	85159960 (October 25, 2010)	4054241 (November 8, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Declaration of Use due November 8, 2017
WATERFORD	77898299 (December 21, 2009)	3935456 (March 22, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due March 22, 2017
WICKLOW	77861591 (October 30, 2009)	3935270 (March 22, 2011)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due March 22, 2021
CALLAN	3597592 (April 7, 2008)	3597592 (March 31, 2009)	The Delaney Co. (Georgia Corp.) Cumming, Georgia	Renewal due March 31, 2019

SCHEDULE E
TRADEMARK LICENSES

None.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)


KNOW ALL MEN BY THESE PRESENTS, that HCI Delaney Holdings, Inc., a Delaware corporation ("Holdings"), Delaney Hardware Holdings, Inc., a Delaware corporation ("Parent"), The Delaney Hardware Co., a Delaware corporation ("Borrower"; Holdings, Parent and Borrower are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated October 12, 2016 (the "Collateral Agreement") among Obligors and TCF National Bank ("Lender"), each hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

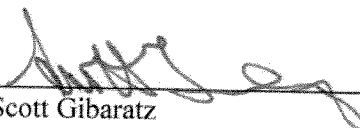
[signatures appear on next page]

This power of attorney is made pursuant to that certain Credit Agreement, dated as of October 2, 2016, among the Obligors and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.


HCI DELANEY HOLDINGS, INC.

By: 
Name: Scott Gibaratz
Title: Vice President, Secretary and Treasurer

DELANEY HARDWARE HOLDINGS, INC.

By: 
Name: Scott Gibaratz
Title: Vice President, Secretary and Treasurer

THE DELANEY HARDWARE CO.

By: 
Name: Scott Gibaratz
Title: Vice President, Secretary and Treasurer