

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM468146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Home Brands Group, LLC		03/30/2018	Limited Liability Company: DELAWARE
Agile Building Solutions, LLC		03/30/2018	Corporation : DELAWARE **
Rebath, LLC		03/30/2018	Limited Liability Company: DELAWARE

**Limited Liability Company

RECEIVING PARTY DATA

Name:	Compass Bank, as Administrative Agent
Street Address:	8080 North Central Expressway, Suite 120
Internal Address:	Attn: Agency Services (Home Brands)
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	Company: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4771904	1-800-BATHTUB
Registration Number:	5046116	A AGILE BUILDING SOLUTIONS
Registration Number:	5046115	AGILE BUILDING SOLUTIONS
Registration Number:	1210474	AM BATH
Registration Number:	4414601	AMBATH
Registration Number:	4435485	AMBATH
Registration Number:	5341073	DAMARA
Registration Number:	5046302	DURABATH
Registration Number:	3419748	DURABATH
Registration Number:	4379512	F
Registration Number:	4400289	FORZASTONE
Registration Number:	4164930	FORZASTONE
Registration Number:	4507064	FORZASTONE
Registration Number:	4875506	HBG
Registration Number:	4786918	HOME BRANDS GROUP

OP \$690.00 4771904

Property Type	Number	Word Mark
Registration Number:	4759238	RE·BATH
Registration Number:	4759234	RE·BATH
Registration Number:	4759235	RE·BATH
Serial Number:	87749975	RE·BATH
Registration Number:	1285159	RE.BATH
Registration Number:	4759237	RE-BATH
Registration Number:	2594685	RE-BATH
Registration Number:	3442176	RELAX, REFRESH, RENEW
Registration Number:	5414225	SO MUCH TO LOVE
Registration Number:	3308617	SOTERRA
Registration Number:	4736877	YOUR BATHROOM REMODELER
Registration Number:	4405992	YOUR LIFE. REDESIGNED.

CORRESPONDENCE DATA

Fax Number: 6175236850
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: 617-523-2700
Email: susan.dinicola@hklaw.com,tyson.wanjura@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	04/02/2018

Total Attachments: 15
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Compass Bank, as Administrative Agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of March 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Home Brands Group Holdings, Inc., a Delaware corporation (“Holdings”), Home Brands Group, LLC, a Delaware limited liability company (“Home Brands”), Agile Building Solutions, LLC, a Delaware limited liability company (“Agile Building Solutions”) and ReBath, LLC, a Delaware limited liability company (“ReBath”, and together with Home Brands and Agile Building Solutions, collectively, the “Borrowers”, and each individually, a “Borrower”), the other Loan Parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto as lenders (the “Lenders”), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of March 30, 2018, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by

acceleration or otherwise) of such Grantor's Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all Registered Intellectual Property consisting of Copyrights, as identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in clause (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (a) above (the items described in clauses (a) and (b), collectively, the "Copyright Collateral");

(c) (i) all Registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in clause (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (c) above (the items described in clauses (c) and (d), collectively, the "Trademark Collateral");

(e) (i) all Registered Intellectual Property consisting of Patents, as identified in Schedule 3, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in clause (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (e) above (the items described in clauses (e) and (f), collectively, the "Patent Collateral").

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

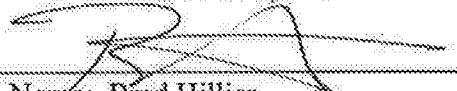
SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

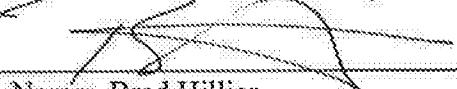
[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

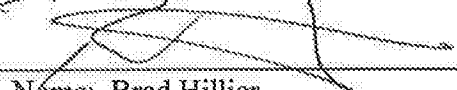
HOME BRANDS GROUP, LLC

By: 
Name: Brad Hillier
Title: Chief Executive Officer and Chief
Financial Officer

AGILE BUILDING SOLUTIONS, LLC

By: 
Name: Brad Hillier
Title: Chief Executive Officer and Chief
Financial Officer

REBATH, LLC

By: 
Name: Brad Hillier
Title: Chief Executive Officer and Chief
Financial Officer


COMPASS BANK,
as Administrative Agent


By: 
Name: Brandon B. Kelley
Title: Senior Vice President


COPYRIGHTS

Grantor	Reg. No.	Title	Reg. Date
Re-Bath, LLC	TX 6-629-126	Re-Bath, LLC sales system manual.	6/13/2007

TRADEMARKS


Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
United States (Federal)	1-800- BATHTUB RN: 4771904 SN: 86413439	Registered Principal Register - Sec. 2(F) July 14, 2015 Int'l Class: 37 First Use: August 9, 2004 Filed: October 2, 2014 Registered: July 14, 2015	ReBath, LLC
United States (Federal)	A AGILE BUILDING SOLUTIONS and Design  RN: 5046116 SN: 86413835	Registered September 20, 2016 Int'l Class: 11 First Use: February 12, 2015 Filed: October 3, 2014 Registered: September 20, 2016	Agile Building Solutions, LLC
United States (Federal)	AGILE BUILDING SOLUTIONS RN: 5046115 SN: 86413815	Registered September 20, 2016 Int'l Class: 11 First Use: February 12, 2015 Filed: October 3, 2014 Registered: September 20, 2016	Agile Building Solutions, LLC
United States (Federal)	AM BATH RN: 1210474 SN: 73327497	Renewed September 28, 2012 Int'l Class: 17 First Use: August 14, 1981 Filed: September 10, 1981	ReBath, LLC


Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
		Registered: September 28, 1982 Last Renewal: September 28, 2012	
United States (Federal)	AMBATH RN: 4414601 SN: 85867008	Registered October 8, 2013 Int'l Class: 37 First Use: August 14, 1981 Filed: March 5, 2013 Registered: October 8, 2013	Agile Building Solutions, LLC
United States (Federal)	AMBATH and Design  RN: 4435485 SN: 85867164	Registered November 19, 2013 Int'l Class: 37 First Use: March 3, 2008 Filed: March 5, 2013 Registered: November 19, 2013	Agile Building Solutions, LLC
United States (Federal)	DAMARA RN: 5341073 SN: 86516528	Registered November 21, 2017 Int'l Class: 19 First Use: February, 2015 Filed: January 28, 2015 Registered: November 21, 2017	ReBath, LLC
United States (Federal)	DURABATH RN: 5046302 SN: 86516518	Registered September 20, 2016 Int'l Class: 19 First Use: March 18, 2015 Filed: January 28, 2015 Registered: September 20, 2016	ReBath, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
United States (Federal)	DURABATH RN: 3419748 SN: 78390229	Registered 8 & 15 May 15, 2014 Int'l Class: 11,37 First Use: November 30, 2003 Filed: March 24, 2004 Registered: April 29, 2008	ReBath, LLC
United States (Federal)	F and Design  RN: 4379512 SN: 85799017	Registered August 6, 2013 Int'l Class: 19 First Use: October 22, 2009 Filed: December 10, 2012 Registered: August 6, 2013	Agile Building Solutions, LLC
United States (Federal)	FORZASTON E RN: 4400289 SN: 85979390	Registered September 10, 2013 Int'l Class: 36,37,40,42 First Use: October 22, 2009 Filed: December 11, 2012 Registered: September 10, 2013	Agile Building Solutions, LLC
United States (Federal)	FORZASTON E RN: 4164930 SN: 77846982	Registered June 26, 2012 Int'l Class: 19 First Use: October 22, 2009 Filed: October 12, 2009 Registered: June 26, 2012	Agile Building Solutions, LLC
United States (Federal)	FORZASTON E	Registered April 1, 2014 Int'l Class: 35 First Use: October 22, 2009	Agile Building Solutions, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
	RN: 4507064 SN: 85799715	Filed: December 11, 2012 Registered: April 1, 2014	
United States (Federal)	HBG and Design  RN: 4875506 SN: 86413366	Registered December 22, 2015 Int'l Class: 35 First Use: December 15, 2014 Filed: October 2, 2014 Registered: December 22, 2015	Home Brands Group, LLC
United States (Federal)	HOME BRANDS GROUP RN: 4786918 SN: 86260362	Registered August 4, 2015 Int'l Class: 35 First Use: October 15, 2013 Filed: April 23, 2014 Registered: August 4, 2015	Home Brands Group, LLC
United States (Federal)	RE·BATH RN: 4759238 SN: 86413792	Registered June 23, 2015 Int'l Class: 11,35,37 First Use: February 15, 2001 Filed: October 3, 2014 Registered: June 23, 2015	ReBath, LLC
United States (Federal)	RE·BATH and Design	Registered June 23, 2015 Int'l Class: 11,35,37 First Use: February 15, 2001 Filed: October 3, 2014 Registered: June 23, 2015	ReBath, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
	<p style="text-align: center;">RE-BATH</p> <p>RN: 4759234 SN: 86413764</p>		
United States (Federal)	<p>RE·BATH and Design</p> <p style="text-align: center;">RE-BATH</p> <p>RN: 4759235 SN: 86413771</p>	<p>Registered June 23, 2015 Int'l Class: 11,35,37 First Use: May 31, 2005 Filed: October 3, 2014 Registered: June 23, 2015</p>	ReBath, LLC
United States (Federal)	<p>RE·BATH and Design</p> <p style="text-align: center;">RE-BATH</p> <p>SN: 87749975</p>	<p>Pending - Initialized January 13, 2018 Int'l Class: 11,35,37 First Use: December 1, 2017 Filed: January 10, 2018</p>	ReBath, LLC
United States (Federal)	<p>RE.BATH RN: 1285159 SN: 73426751</p>	<p>Renewed July 10, 2014 Int'l Class: 11 First Use: May 9, 1983 Filed: May 20, 1983 Registered: July 10, 1984 Last Renewal: July 10, 2014</p>	ReBath, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
United States (Federal)	RE-BATH RN: 4759237 SN: 86413785	Registered June 23, 2015 Int'l Class: 11,35,37 First Use: February 15, 2001 Filed: October 3, 2014 Registered: June 23, 2015	ReBath, LLC
United States (Federal)	RE-BATH and Design  RN: 2594685 SN: 75627820	Renewed July 16, 2012 Int'l Class: 11 First Use: February 15, 2001 Filed: January 26, 1999 Registered: July 16, 2002 Last Renewal: July 16, 2012	ReBath, LLC
United States (Federal)	RELAX, REFRESH, RENEW RN: 3442176 SN: 78374769	Registered 8 & 15 March 7, 2015 Int'l Class: 11,37 First Use: January 1, 2007 Filed: February 26, 2004 Registered: June 3, 2008	ReBath, LLC
United States (Federal)	SO MUCH TO LOVE RN: 5414225 SN: 87310558	Registered February 27, 2018 Int'l Class: 37 First Use: May 1, 2017 Filed: January 23, 2017 Registered: February 27, 2018	ReBath, LLC

Jurisdiction	Mark/Name/ AN/RN	Status/Key Dates	Owner Information
United States (Federal)	SOTERRA RN: 3308617 SN: 78633343	Registered 8 & 15 October 17, 2013 Int'l Class: 19 First Use: July 31, 2006 Filed: May 19, 2005 Registered: October 9, 2007	Agile Building Solutions, LLC
United States (Federal)	YOUR BATHROOM REMODELE R RN: 4736877 SN: 86154402	Registered Supplemental Register May 12, 2015 Int'l Class: 37 First Use: December 1, 2013 Filed: December 30, 2013 Registered: May 12, 2015	ReBath, LLC, dba ReBath
United States (Federal)	YOUR LIFE. REDESIGNE D. (Stylized)  RN: 4405992 SN: 85799057	Registered September 24, 2013 Int'l Class: 40 First Use: October 31, 2010 Filed: December 10, 2012 Registered: September 24, 2013	Agile Building Solutions, LLC

PATENTS

Grantor	Patents	Filing Date	Status	Registration No.
ReBath, LLC	TILE WALL ROUND ASSEMBLY	11/19/2004	Issued	CA109127
ReBath, LLC	HAMPTON TILE WALL SURROUND SYSTEM	05/28/2004	Issued	USD523566
ReBath, LLC	MULTI-BORDER HAMPTON TILE SYSTEM	04/11/2006	Issued	USD538446
ReBath, LLC	ONE PIECE WALL SYSTEM	09/14/2006	Issued	USD541395
ReBath, LLC	WAINSCOT PANEL ASSEMBLY	11/19/2004	Issued	CA109126
ReBath, LLC	ONE-PIECE MOLDED WAINSCOT SYSTEM	05/28/2004	Issued	USD552263
ReBath, LLC	DECO TILE BEAUTY BAND	09/14/2006	Issued	USD552266
ReBath, LLC	ONE-PIECE MOLDED SUBWAY TILE SYSTEM	12/29/2005	Issued	USD552757
ReBath, LLC	ONE-PIECE MOLDED MOSAIC TILE SYSTEM	12/29/2005	Issued	USD552758
ReBath, LLC	ONE-PIECE MOLDED NEWPORT TILE SYSTEM	12/29/2005	Issued	USD552759

ReBath, LLC	SLATE TILE WALL SURROUND SYSTEM	09/14/2006	Issued	USD559410
ReBath, LLC	ONE-PIECE MOLDED OLD WORLD TUSCAN WALL PANEL	10/27/2008	Issued	USD603980
ReBath, LLC	ONE-PIECE MOLDED OLD WORLD TUSCAN WAINSCOT PANEL	10/27/2008	Issued	USD603979
ReBath, LLC	OLD WORLD TUSCAN ONE- PIECE MOLDED PANEL	09/07/2010	Issued	USD656594