

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FPG, LLC		07/20/2012	LIMITED LIABILITY COMPANY: ILLINOIS
CLP FPG, Inc.		07/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 S. LaSalle Street
Internal Address:	Suite 925
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	2953147	ADVANCED PERFORMANCE
Registration Number:	1866139	BASIC INGREDIENTS
Registration Number:	1422895	HOUSEWORKS
Registration Number:	2807174	HOUSEWORKS
Registration Number:	2953674	HOUSEWORKS
Registration Number:	2448401	OJEX
Registration Number:	2465948	ORANGEX
Registration Number:	1899459	PROFESSIONAL PERFORMANCE
Registration Number:	3011216	RUB-A-WAY
Registration Number:	2745904	
Registration Number:	2334481	
Registration Number:	3342333	THE ARC

Registration Number:	3223914	THE ARC
Registration Number:	3112667	BACK TO BASICS
Registration Number:	3184176	BACK TO BASICS
Registration Number:	3419183	CHEFSCAPE
Registration Number:	3423587	CHEFSCAPE
Registration Number:	2973685	COCOA-LATTE
Registration Number:	3202937	COFFEE SOLUTION
Registration Number:	3214230	EGG & MUFFIN TOASTER
Registration Number:	2965088	LICKETY SIP
Registration Number:	2656368	PEEL-AWAY
Registration Number:	2972567	SMOOTHIE ELITE
Registration Number:	3226085	SMOOTHIE FREEZE
Registration Number:	3209680	SMOOTHIE SIGNATURE
Registration Number:	3218943	SOHO
Registration Number:	3216549	SOHO
Registration Number:	3396294	SOHO
Registration Number:	3287122	THE MIX
Registration Number:	3016291	THE BAKEWARE EXPERTS
Registration Number:	3820568	WIRETECH
Registration Number:	3191529	THE CRESCENT ROD
Registration Number:	2130599	SITLAX
Registration Number:	2753927	STEELTEK
Registration Number:	3236009	
Registration Number:	3126623	SWING-A-WAY
Registration Number:	3386748	POWER TOWER
Registration Number:	3357546	PROFERRED
Registration Number:	3314058	QUIKSERVE
Registration Number:	1090800	STIR CRAZY
Registration Number:	1228820	TRIPLE TIMER
Registration Number:	0635121	WEST BEND
Registration Number:	1369952	WEST BEND
Registration Number:	1437098	WEST BEND
Registration Number:	1846660	WEST BEND
Registration Number:	0862553	WEST BEND...WHERE CRAFTSMEN STILL CARE
Registration Number:	4052872	FILL N' GRILL

	3270285	MIX 'N STIR
Registration Number:	3214288	PRESS 'N CLOSE
Registration Number:	3263182	SCRUB2
Registration Number:	3555041	SLICE SOLUTIONS
Registration Number:	3270284	TILT 'N SCRUB

CORRESPONDENCE DATA

Fax Number: 8004325298
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 401-276-6418
Email: jdavis@edwardswildman.com
Correspondent Name: Jessica Davis
Address Line 1: 2800 Financial Plaza
Address Line 2: Edwards Wildman Palmer
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	202164.0042
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	01/07/2013

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 20, 2012, is among the undersigned (the "Grantors"), and Bank of America, N.A., as lender (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement, dated as of July 20, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among FPG, LLC, an Illinois limited liability company (the "Borrower"), CLP FPG, Inc., a Delaware corporation ("Holdings") and the other guarantors from time to time party thereto (collectively with Holdings the "Guarantors", and collectively with the Borrower, the "Obligors") and Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, pursuant to the Loan Agreement, the Grantors granted to the Lender a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Obligors under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that, the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantors hereby grant to the Lender a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Loan Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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 agreement.

Section 7. Intercreditor Agreement

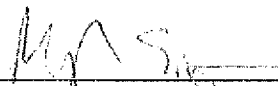
Notwithstanding anything herein to the contrary, the Lender and each Grantor acknowledges that the Lien and security interest granted to the Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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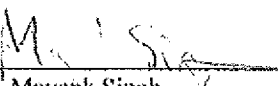
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTORS:

FPG, LLC

By: 
Name: Mayank Singh
Title: Vice President

CLP FPG, INC.

By: 
Name: Mayank Singh
Title: Vice President

[Trademark Security Agreement (BANA)]

LENDER:

BANK OF AMERICA, N.A.

By: Thomas H. Herron

Name: Thomas H. Herron

Title: Senior Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 004936 FRAME: 0732

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Trademark	Owner	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ADVANCED PERFORMANCE	FPG, LLC	US	Registered	78/186401	11/19/2002	2953147	5/17/2005
BASIC INGREDIENTS	FPG, LLC	US	Registered	74/381764	4/21/1993	1866139	12/6/1994
HOUSEWORKS	FPG, LLC	China	Registered	6584314	3/7/2008	6584314	3/28/2010
HOUSEWORKS	FPG, LLC	US	Registered	73/590896	3/31/1986	1422895	12/30/1986
HOUSEWORKS	FPG, LLC	US	Registered	76/361726	1/23/2002	2807174	1/20/2004
HOUSEWORKS	FPG, LLC	US	Registered	78/319689	10/28/2003	2953674	5/17/2005
OJEX	FPG, LLC	US	Registered	75/769891	8/6/1999	2448401	5/1/2001
ORANGEX	FPG, LLC	US	Registered	75/360962	9/22/1997	2465948	7/3/2001
PROFESSIONAL PERFORMANCE	FPG, LLC	US	Registered	74/382728	4/21/1993	1899459	6/13/1995
RUB-A-WAY	FPG, LLC	US	Registered	78/474781	8/27/2004	3011216	11/1/2005
WHEAT PATTERN (COLANDER)	FPG, LLC	US	Registered	76/230249	3/26/2001	2745904	8/5/2003
WHEAT PATTERN (UTENSIL)	FPG, LLC	US	Registered	75/490921	5/26/1998	2334481	3/28/2000
THE ARC	FPG, LLC	Australia	Registered	1072596	5/2/2005	855633	5/2/2005
THE ARC	FPG, LLC	China	Registered	855633	5/2/2005	855633	5/2/2005
THE ARC	FPG, LLC	European Community	Registered	855633	5/2/2005	855633	5/2/2005
THE ARC	FPG, LLC	IR	Registered	855633	5/2/2005	855633	5/2/2005
THE ARC	FPG, LLC	US	Registered	78/586902	3/14/2005	3342333	11/20/2007
THE ARC and Design	FPG, LLC	Australia	Registered	1061093	5/5/2005	850148	5/5/2005
THE ARC and Design	FPG, LLC	Canada	Registered	1253798	4/12/2005	TMA699873	10/31/2007
THE ARC and Design	FPG, LLC	China	Registered	850148	5/5/2005	850148	5/5/2005
THE ARC and Design	FPG, LLC	European Community	Registered	850148	5/5/2005	850148	5/5/2005
THE ARC and Design	FPG, LLC	IR	Registered	850148	5/5/2005	850148	5/5/2005
THE ARC and Design	FPG, LLC	US	Registered	78/587278	3/15/2005	3223914	4/3/2007
BACK TO BASICS	FPG, LLC	Australia	Registered	1014411	8/5/2004	1014411	11/30/2005
BACK TO BASICS	FPG, LLC	Brazil	Allowed	829574697	2/1/2008		
BACK TO BASICS	FPG, LLC	Brazil	Allowed	829574700	2/1/2008		
BACK TO BASICS	FPG, LLC	Brazil	Allowed	829574719	2/1/2008		
BACK TO BASICS	FPG, LLC	Canada	Registered	1225873	8/4/2004	648482	9/20/2005
BACK TO BASICS	FPG, LLC	China	Registered	3960435	4/21/2006	3960435	4/21/2006

Trademark	Owner	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
BACK TO BASICS	FPG, LLC	China	Registered	5881512	2/1/2007	5881512	11/7/2009
BACK TO BASICS	FPG, LLC	China	Registered	5881511	2/1/2007	5881511	11/14/2009
BACK TO BASICS	FPG, LLC	China	Registered	5881510	2/1/2007	5881510	11/28/2009
BACK TO BASICS	FPG, LLC	Mexico	Registered	670404	8/5/2004	885988	6/16/2005
BACK TO BASICS	FPG, LLC	Mexico	Registered	720021	5/27/2005	936790	5/30/2006
BACK TO BASICS	FPG, LLC	Mexico	Registered	720022	5/27/2005	930520	4/25/2006
BACK TO BASICS	FPG, LLC	Mexico	Registered	720025	5/27/2005	898397	8/31/2005
BACK TO BASICS	FPG, LLC	New Zealand	Registered	716523	8/9/2004	716523	1/12/2006
BACK TO BASICS	FPG, LLC	Switzerland	Registered	55262/2004	8/5/2004	528668	12/28/2004
BACK TO BASICS	FPG, LLC	US	Registered	78/362630	2/4/2004	3112667	7/4/2006
BACK TO BASICS & DESIGN	FPG, LLC	US	Registered	76/444054	8/27/2002	3184176	12/12/2006
CHEFSCAPE	FPG, LLC	US	Registered	77/047862	11/20/2006	3419183	4/29/2008
CHEFSCAPE	FPG, LLC	US	Registered	77/047863	11/20/2006	3423587	5/6/2008
COCOA-LATTE	FPG, LLC	China	Registered	5881515	2/1/2007	5881515	11/14/2009
COCOA-LATTE	FPG, LLC	US	Registered	78/294018	8/29/2003	2973685	7/19/2005
COFFEE SOLUTION	FPG, LLC	US	Registered	78/702717	8/29/2005	3202937	1/23/2007
EGG & MUFFIN TOASTER	FPG, LLC	US	Registered	78/606396	4/11/2005	3214230	2/27/2007
LICKETY SIP	FPG, LLC	US	Registered	78/362659	2/4/2004	2965088	7/5/2005
PEEL-AWAY	FPG, LLC	US	Registered	76/357639	1/11/2002	2656368	12/3/2002
SMOOTHIE ELITE	FPG, LLC	US	Registered	78/024754	9/7/2000	2972567	7/19/2005
SMOOTHIE FREEZE	FPG, LLC	US	Registered	78/606391	4/11/2005	3226085	4/3/2007
SMOOTHIE SIGNATURE	FPG, LLC	US	Registered	78/606388	4/11/2005	3209680	2/13/2007
SOHO	FPG, LLC	Canada	Registered	1314568	8/28/2006	706250	2/1/2008
SOHO	FPG, LLC	US	Registered	78/720519	9/26/2005	3218943	3/13/2007
SOHO	FPG, LLC	US	Registered	78/720528	9/26/2005	3216549	3/6/2007
SOHO	FPG, LLC	US	Registered	78/866703	4/21/2006	3396294	3/11/2008
THE MIX	FPG, LLC	US	Registered	78/866701	4/21/2006	3287122	8/28/2007
THE BAKEWARE EXPERTS	FPG, LLC	US	Registered	78/382513	3/11/2004	3016291	11/15/2005
FOCUS	FPG, LLC	China	Pending	6584318	3/7/2008		
FOCUS	FPG, LLC	China	Registered	6584317	3/7/2008	6584317	3/28/2010
SENSIBLE STORAGE	FPG, LLC	China	Registered	6584320	3/7/2008	6584320	3/28/2010
WIRETECH	FPG, LLC	US	Registered	77/772113	7/1/2009	3820568	7/20/2010
CRESCENT	FPG, LLC	China	Registered	6584321	3/7/2008	6584321	3/28/2010
THE CRESCENT ROD	FPG, LLC	Canada	Registered	1298284	4/19/2006	698050	10/9/2007

Trademark	Owner	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
THE CRESCENT ROD	FPG, LLC	European Community	Registered	004968103	3/10/2006	004968103	3/1/2007
THE CRESCENT ROD	FPG, LLC	US	Registered	78/654262	6/20/2005	3191529	1/2/2007
SITLAX	FPG, LLC	US	Registered	75/246802	2/24/1997	2130599	1/20/1998
STEELTEK	FPG, LLC	US	Registered	76/298333	8/13/2001	2753927	8/19/2003
CAN OPENER DESIGN	FPG, LLC	US	Registered	78/688926	8/9/2005	3236009	5/1/2007
SWING-A-WAY	FPG, LLC	China	Registered	6584322	3/7/2008	6584322	4/28/2010
SWING-A-WAY	FPG, LLC	US	Registered	78/699440	8/24/2005	3126623	8/8/2006
POWER TOWER	FPG, LLC	US	Registered	78/870928	4/27/2006	3386748	2/19/2008
PROFERRED	FPG, LLC	US	Registered	78/776526	12/19/2005	3357546	12/18/2007
QUIKSERVE	FPG, LLC	Canada	Registered	1305617	6/15/2006	689968	6/15/2007
QUIKSERVE	FPG, LLC	US	Registered	78/763963	11/30/2005	3314058	10/16/2007
STIR CRAZY	FPG, LLC	Canada	Registered	420987	2/14/1978	TMA238299	12/14/1979
STIR CRAZY	FPG, LLC	US	Registered	73/139552	8/31/1977	1090800	5/9/1978
TRIPLE TIMER	FPG, LLC	US	Registered	73/341526	12/14/1981	1228820	2/22/1983
WEST BEND	FPG, LLC	Bermuda	Registered		8/11/1978	8572	2/1/1979
WEST BEND	FPG, LLC	Bermuda	Registered		8/11/1978	8573	2/12/1979
WEST BEND	FPG, LLC	Brazil	Registered	818888679	11/1/1995	818888679	7/21/1998
WEST BEND	FPG, LLC	Brazil	Registered	829574662	2/1/2008	829574662	8/9/2011
WEST BEND	FPG, LLC	Brazil	Registered	829574670	2/1/2008	829574670	8/9/2011
WEST BEND	FPG, LLC	Brazil	Registered	829574689	2/1/2008	829574689	10/4/2011
WEST BEND	FPG, LLC	Canada	Registered	0228948	2/18/1955	101990	11/25/1955
WEST BEND	FPG, LLC	Chile	Registered	544934	5/13/1981	611251	7/7/1981
WEST BEND	FPG, LLC	China	Registered	94125568	12/2/1994	882353	10/14/1996
WEST BEND	FPG, LLC	China	Registered	6133073	6/27/2007	6133073	12/28/2009
WEST BEND	FPG, LLC	Colombia	Registered	96037904	7/18/1996	195989	4/9/1997
WEST BEND	FPG, LLC	Costa Rica	Registered		11/15/1994	91034	5/2/1995
WEST BEND	FPG, LLC	Costa Rica	Registered		11/15/1994	91035	5/2/1995
WEST BEND	FPG, LLC	Czech Republic	Registered	122848-97	6/4/1997	218232	6/23/1999
WEST BEND	FPG, LLC	Denmark	Registered	2892/74	7/2/1974	1089/1975	3/7/1975
WEST BEND	FPG, LLC	Dominican Republic	Registered	34959	9/20/1996	87591	1/15/1997
WEST BEND	FPG, LLC	Ecuador	Registered		7/19/1978	1749/78	12/11/1978
WEST BEND	FPG, LLC	El Salvador	Registered	33510-2003	1/29/2003	209/18	8/26/2004
WEST BEND	FPG, LLC	Germany	Registered	D27034	9/6/1972	910822	10/18/1973
WEST BEND	FPG, LLC	Greece	Registered	53320	8/21/1974	53320	5/17/1976
WEST BEND	FPG, LLC	Guatemala	Registered	6674/91	11/29/1991	69028/376/149	5/20/1993

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WEST BEND	FPG, LLC	Guatemala	Registered	6675/91	11/29/1991	68565/416/148	6/14/1993
WEST BEND	FPG, LLC	Iceland	Registered	941/1995	7/28/1995	1379/1995	12/27/1995
WEST BEND	FPG, LLC	India	Registered	678364	8/29/1995	678364	1/10/2005
WEST BEND	FPG, LLC	Ireland	Registered	572/85	2/22/1985	115306	9/8/1986
WEST BEND	FPG, LLC	Israel	Registered	96018	12/12/1994	96018	5/5/1996
WEST BEND	FPG, LLC	Jamaica	Registered	11/313	5/30/1991	26501	8/14/1996
WEST BEND	FPG, LLC	Mexico	Registered	48868	9/15/1988	357271	12/23/1988
WEST BEND	FPG, LLC	Norway	Registered	119280	7/2/1974	95829	1/29/1976
WEST BEND	FPG, LLC	Panama	Registered	60542	3/19/1992	60542	10/22/1996
WEST BEND	FPG, LLC	Paraguay	Registered	12795/95	6/20/1995	298851	8/21/1996
WEST BEND	FPG, LLC	Paraguay	Registered	12796/95	6/20/1995	298852	8/21/1996
WEST BEND	FPG, LLC	Peru	Registered	272161	6/23/1995	32311	12/31/1996
WEST BEND	FPG, LLC	Peru	Registered	272160	6/23/1995	25613	5/6/1996
WEST BEND	FPG, LLC	Russian Federation	Registered	95709294	8/21/1995	153076	3/28/1997
WEST BEND	FPG, LLC	Saudi Arabia	Registered	30707	9/5/1995	378/29	6/9/1996
WEST BEND	FPG, LLC	US	Registered	72/003496	2/27/1956	635121	10/2/1956
WEST BEND	FPG, LLC	US	Registered	73/538308	5/17/1985	1369952	11/12/1985
WEST BEND	FPG, LLC	US	Registered	73/617110	8/28/1986	1437098	4/21/1987
WEST BEND	FPG, LLC	US	Registered	74/434810	9/13/1993	1846660	7/26/1994
WEST BEND	FPG, LLC	Venezuela	Registered	6357/74	7/9/1974	80907-F	2/9/1976
WEST BEND	FPG, LLC	Venezuela	Registered	6355/74	7/19/1974	80824-F	2/4/1976
WEST BEND & DESIGN	FPG, LLC	Guatemala	Registered	54909	11/3/1978	38019/118/91	11/2/1979
WEST BEND & DESIGN	FPG, LLC	Guatemala	Registered	54908	11/7/1978	39468/76/94	7/22/1980
WEST BEND & IN KATAKANA	FPG, LLC	Japan	Registered	45-133502	12/19/1967	1057820	3/1/1974
WEST BEND & IN KATAKANA	FPG, LLC	Japan	Registered	46-000253	1/6/1971	1032534	9/10/1973
WEST BEND (Stylized)	FPG, LLC	Hong Kong	Registered	2024/78	10/10/1978	1981B562	3/28/1981
WEST BEND ... WHERE CRAFTSMEN STILL CARE & DESIGN	FPG, LLC	US	Registered	72/268265	4/4/1967	862553	12/24/1968
WESTBEND	FPG, LLC	Hong Kong	Registered	13239/94	11/10/1994	199603837	4/29/1996
WESTBEND (Stylized)	FPG, LLC	Hong Kong	Registered	3877/86	9/22/1986	1987B1987	8/22/1987
FILL N' GRILL	FPG, LLC	US	Registered	85/291794	4/11/2011	4052872	11/8/2011
MIX 'N STIR	FPG, LLC	US	Registered	78/824857	2/28/2006	3270285	7/24/2007
PRESS 'N CLOSE	FPG, LLC	US	Registered	78/757003	11/18/2005	3214288	2/27/2007
SCRUB2	FPG, LLC	US	Registered	78/824855	2/28/2006	3263182	7/10/2007
SLICE SOLUTIONS	FPG, LLC	US	Registered	77/352935	12/14/2007	3555041	12/30/2008

Trademark	Owner	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
TILT 'N SCRUB	FPG, LLC	US	Registered	78/824851	2/28/2006	3270284	7/24/2007