

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
RSI Home Products Management, Inc.		02/22/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	707 Wilshire Blvd., 17th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 39		
Property Type	Number	Word Mark
Serial Number:	85525270	AMERICANCLASSICS
Serial Number:	85552575	VICO VALUE IN COST OUT
Serial Number:	85525267	MASTERBATH
Serial Number:	85388726	EXPRESS OPTIONS
Serial Number:	85143504	STORAGE BASICS
Serial Number:	85542577	VICO
Serial Number:	85558939	ERC ELIMINATE REDUCE CONTROL
Serial Number:	85558701	ERC ELIMINATE REDUCE CONTROL
Serial Number:	85558699	RSI BETTER EVERY DAY
Serial Number:	85558694	RSI BETTER EVERY DAY
Registration Number:	4165269	CONTINENTAL CABINETS
Registration Number:	4165268	CONTINENTAL CABINETS
Registration Number:	3332900	STOR-IT-ALL
Registration Number:	3545356	VERSAKIT

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TRADEMARK

Registration Number:	3888150	STOR-MOR
Registration Number:	3545316	VERSAKIT
Registration Number:	3399808	TOUGH FOR ALL YOUR STUFF
Registration Number:	3331447	PERMAVAR
Registration Number:	3836253	ARCHITECTURAL BATH
Registration Number:	3248403	PERMAVAR
Serial Number:	77804039	RSI AMERICANA COLLECTION
Serial Number:	77804032	RSI COMMUNITIES
Serial Number:	77804019	RSI HOUSING PARTNERS
Serial Number:	77804002	RSI DEVELOPMENT
Registration Number:	3868701	STONETEK
Registration Number:	3901430	MEDISAFE BY RSI
Registration Number:	3901429	MEDISAFE BY RSI
Registration Number:	3901428	MEDISAFE
Registration Number:	3796464	TRADEMARK
Registration Number:	3880309	INSIGNIA
Registration Number:	3934780	RSI
Registration Number:	3524649	RSI PCS
Registration Number:	3524648	RSI PROFESSIONAL CABINET SOLUTIONS
Registration Number:	3423270	QWIK HANG
Registration Number:	2899001	ESTATE BY RSI
Registration Number:	2793759	MASTERBATH
Registration Number:	2796727	AMERICAN CLASSICS
Registration Number:	1664930	CONTINENTAL CABINETS INC.
Registration Number:	1610592	RSI

CORRESPONDENCE DATA

Fax Number: 4159848701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 415-984-8922
Email: jtaylor@omm.com
Correspondent Name: Jennifer Taylor, Esq.
Address Line 1: O'Melveny & Myers LLP
Address Line 2: Two Embarcadero Center, 28th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 0689932-83

	Alexandra C. Echery
Signature:	/ace/
Date:	02/22/2013
Total Attachments: 11 source=RSI - Second Lien Trademark Security Agreement#page1.tif source=RSI - Second Lien Trademark Security Agreement#page2.tif source=RSI - Second Lien Trademark Security Agreement#page3.tif source=RSI - Second Lien Trademark Security Agreement#page4.tif source=RSI - Second Lien Trademark Security Agreement#page5.tif source=RSI - Second Lien Trademark Security Agreement#page6.tif source=RSI - Second Lien Trademark Security Agreement#page7.tif source=RSI - Second Lien Trademark Security Agreement#page8.tif source=RSI - Second Lien Trademark Security Agreement#page9.tif source=RSI - Second Lien Trademark Security Agreement#page10.tif source=RSI - Second Lien Trademark Security Agreement#page11.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of February 22, 2013, by RSI Home Products Management, Inc. (“Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Grantor (collectively, the “Trademark Collateral”):

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

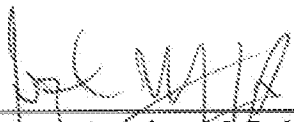
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

RSI HOME PRODUCTS MANAGEMENT, INC.

By: 
Name: Jonathan M. Robertson
Title: SVP, General Counsel and Secretary



Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent



By: 
Name: **Maddy Hall**
Title: **Vice President**

[see attached]

RSI Home Products Management, Inc. - U.S. Trademarks

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date	Status
AMERICANCLASSICS	RSI Home Products Management, Inc.	85525270	1/25/2012	n/a	n/a	Pending
	RSI Home Products Management, Inc.	85525275	2/24/2012	n/a	n/a	Pending
MASTERBATH	RSI Home Products Management, Inc.	85525267	1/25/2012	n/a	n/a	Pending (ITU)
EXPRESS OPTIONS	RSI Home Products Management, Inc.	85388726	8/3/2011	4238783	11/6/2012	Registered
STORAGE BASICS	RSI Home Products Management, Inc.	85143504	10/1/2010	n/a	n/a	Pending (ITU)
VICO	RSI Home Products Management, Inc.	85542577	2/14/2012	4209690	9/18/2012	Registered
	RSI Home Products Management, Inc.	85558939	3/2/2012	n/a	n/a	Pending (ITU)

RSI Home Products Management, Inc. - U.S. Trademarks

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date	Status
ERC ELIMINATE REDUCE CONTROL	RSI Home Products Management, Inc.	85558701	3/2/2012	n/a	n/a	Pending (ITU)
RSI BETTER EVERY DAY	RSI Home Products Management, Inc.	85558699	3/2/2012	n/a	n/a	Pending (ITU)
	RSI Home Products Management, Inc.	85558694	3/2/2012	n/a	n/a	Pending (ITU)
CONTINENTAL CABINETS	RSI Home Products Management, Inc.	85152696	10/14/2010	4165269	6/26/2012	Registered
CONTINENTAL CABINETS	RSI Home Products Management, Inc.	85152689	10/14/2010	4165268	6/26/2012	Registered
STOR-IT-ALL	RSI Home Products Management, Inc.	78978990	3/24/2005	3332900	11/6/2007	Registered
	RSI Home Products Management, Inc.	78915508	6/23/2006	3545356	12/9/2008	Registered



RSI Home Products Management, Inc. - U.S. Trademarks

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date	Status
STOR-MOR	RSI Home Products Management, Inc.	78913205	6/21/2006	3888150	12/7/2010	Registered
VERSAKIT	RSI Home Products Management, Inc.	78890184	5/23/2006	3545316	12/9/2008	Registered
TOUGH FOR ALL YOUR STUFF	RSI Home Products Management, Inc.	78802730	1/30/2006	3399808	3/18/2008	Registered
PermaVar	RSI Home Products Management, Inc.	78705689	9/1/2005	3331447	11/6/2007	Registered
ARCHITECTURAL BATH	RSI Home Products Management, Inc.	78671621	7/15/2005	3836253	8/17/2010	Registered
PERMAVAR	RSI Home Products Management, Inc.	78649800	6/13/2005	3248403	5/29/2007	Registered
RSI AMERICANA COLLECTION	RSI Home Products Management, Inc.	77804039	8/13/2009	n/a	n/a	Pending (ITU)


RSI Home Products Management, Inc. - U.S. Trademarks

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date	Status
RSI COMMUNITIES	RSI Home Products Management, Inc.	77804032	8/13/2009	n/a	n/a	Pending (ITU)
RSI HOUSING PARTNERS	RSI Home Products Management, Inc.	77804019	8/13/2009	n/a	n/a	Pending (ITU)
RSI DEVELOPMENT	RSI Home Products Management, Inc.	77804002	8/13/2009	n/a	n/a	Pending (ITU)
STONE TEK	RSI Home Products Management, Inc.	77979073	11/12/2007	3868701	10/26/2010	Registered
MEDISAFE [®]	RSI Home Products Management, Inc.	77771585	6/30/2009	3901430	1/4/2011	Registered
MEDISAFE BY RSI	RSI Home Products Management, Inc.	77771570	6/30/2009	3901429	1/4/2011	Registered
MEDISAFE	RSI Home Products Management, Inc.	77771562	6/30/2009	3901428	1/4/2011	Registered

RSI Home Products Management, Inc. - U.S. Trademarks

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date	Status
TRADEMARK	RSI Home Products Management, Inc.	77529284	7/23/2008	3796464	6/1/2010	Registered
INSIGNIA	RSI Home Products Management, Inc.	77398394	2/15/2008	3880309	11/23/2010	Registered
	RSI Home Products Management, Inc.	77391737	2/7/2008	3934780	3/22/2011	Registered
RSI PCS	RSI Home Products Management, Inc.	77034446	11/1/2006	3524649	10/28/2008	Registered
RSI PROFESSIONAL CABINET SOLUTIONS	RSI Home Products Management, Inc.	77034442	11/1/2006	3524648	10/28/2008	Registered
QWIK HANG	RSI Home Products Management, Inc.	76551730	10/10/2003	3423270	5/6/2008	Registered
	RSI Home Products Management, Inc.	76537246	8/14/2003	2899001	11/2/2004	Registered

RSI Home Products Management, Inc. - U.S. Trademarks

Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date	Status
MASTERBATH	RSI Home Products Management, Inc.	76366320	2/1/2002	2793759	12/16/2003	Registered
AMERICAN CLASSICS	RSI Home Products Management, Inc.	76366319	2/1/2002	2796727	12/23/2003	Registered
 CONTINENTAL CABINETS INC.	RSI Home Products Management, Inc.	74089553	8/20/1990	1664930	11/19/1991	Registered
RSI	RSI Home Products Management, Inc.	73818628	8/11/1989	1610592	8/21/1990	Registered

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