

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304749

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VPC FULLER BRUSH OPERATING CORP.		03/25/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	VICTORY PARK MANAGEMENT, LLC
Street Address:	227 West Monroe Street, Suite 3900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Serial Number:	86198071	FULLER BRUSH CO. FORMULA 21 ODOR ELIMINA
Serial Number:	86025205	EXSTATIC BRUSH BY FULLER BRUSH
Registration Number:	3078971	
Registration Number:	2756149	FULLER BRUSH
Registration Number:	2866581	FULLER BRUSH
Registration Number:	2866580	FULLER BRUSH
Registration Number:	2864212	THE FULLER BRUSH COMPANY
Registration Number:	2896619	THE FULLER BRUSH COMPANY
Registration Number:	2880758	THE FULLER BRUSH COMPANY
Registration Number:	2360401	STANLEY HOME PRODUCTS
Registration Number:	2255730	STANLEY HOME PRODUCTS
Registration Number:	2253767	STANLEY HOME PRODUCTS
Registration Number:	2253766	STANLEY HOME PRODUCTS
Registration Number:	2253765	STANLEY HOME PRODUCTS
Registration Number:	2253764	STANLEY HOME PRODUCTS
Registration Number:	2251534	STANLEY HOME PRODUCTS
Registration Number:	2253763	STANLEY HOME PRODUCTS
Registration Number:	2251533	STANLEY HOME PRODUCTS
Registration Number:	2244761	D.C.W.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1912157	NATURE'S CHOICE
Registration Number:	2261266	HOUSE OF FULLER
Registration Number:	2239083	HOUSE OF FULLER
Registration Number:	2239082	HOUSE OF FULLER
Registration Number:	2239047	A FULLER LIFE
Registration Number:	1955247	NATURE'S CHOICE
Registration Number:	1824822	NATURE'S CHOICE
Registration Number:	1337482	STANLEY
Registration Number:	1250098	STANLEY HOME PRODUCTS
Registration Number:	1203290	C-PLUS
Registration Number:	1402725	FULLER
Registration Number:	1340805	LUSTREBRUSH
Registration Number:	0877467	STANLEY
Registration Number:	0636462	STANLEY
Registration Number:	0815939	FULLER
Registration Number:	0815805	FULLER
Registration Number:	0815675	FULLER
Registration Number:	0815666	FULLER
Registration Number:	0815704	FULLER
Registration Number:	0815837	FULLER
Registration Number:	0629336	FUL-SCAT
Registration Number:	0622918	FUL-LUBE
Registration Number:	0622830	FULSOL
Registration Number:	0587665	FUL-AIRE
Registration Number:	0531093	FULLER
Registration Number:	0528990	FULLER
Registration Number:	0539836	FULLER
Registration Number:	0527098	FULLER

CORRESPONDENCE DATA

Fax Number: 3032230942

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (303) 223-1142

Email: eholmes@bhfs.com

Correspondent Name: Emily C. Holmes

Address Line 1: 410 Seventeenth Street, Suite 2200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER: 13747-12

NAME OF SUBMITTER: Emily C. Holmes

TRADEMARK

REEL: 005281 FRAME: 0775

SIGNATURE:	/EmilyCHolmes/
DATE SIGNED:	05/15/2014
Total Attachments: 6 source=Grant of Security Interest in Trademarks (11166023-1) (11241990-1)#page1.tif source=Grant of Security Interest in Trademarks (11166023-1) (11241990-1)#page2.tif source=Grant of Security Interest in Trademarks (11166023-1) (11241990-1)#page3.tif source=Grant of Security Interest in Trademarks (11166023-1) (11241990-1)#page4.tif source=Grant of Security Interest in Trademarks (11166023-1) (11241990-1)#page5.tif source=Grant of Security Interest in Trademarks (11166023-1) (11241990-1)#page6.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of March 25, 2014, is made by VPC Fuller Brush Operating Corp., a Delaware corporation, located at 860 Kaiser Road, Suite D, Napa, California 94558 (“**Grantor**”), in favor of Victory Park Management, LLC, a limited liability company organized under the laws of Delaware (the “**Agent**”).

WHEREAS, Grantor has entered into the Loan and Security Agreement dated as of March 25, 2014 (as it may hereafter be amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Loan and Security Agreement**”) with the Lenders and the Agent;

WHEREAS, pursuant to the Loan and Security Agreement, Grantor collaterally granted to the Agent for the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in its intellectual property, including, without limitation, the trademarks of Grantor; 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, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

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

SECTION 2. Grant of Security Interest. Grantor hereby collaterally grants to the Agent (for the benefit of the Lenders) a security interest in (a) all of Grantor’s right, title and interest in the trademarks of Grantor (including, without limitation, those items listed on Schedule A hereto), (b) all goodwill of the business associated with the trademarks, and (c) all rights to sue at law or in equity for any infringement other violation or impairment thereof arising prior to or after the date hereof (collectively, the “**Collateral**”).

SECTION 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 Lenders in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including 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 Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

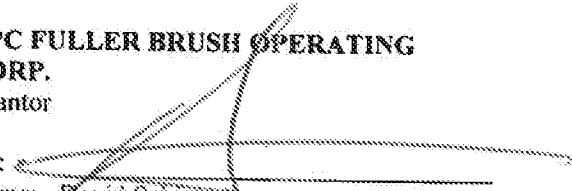
SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

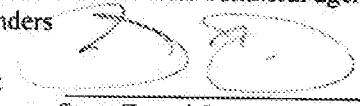
[Signature Page Follows]

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

**VPC FULLER BRUSH OPERATING
CORP.**
Grantor

By: 
Name: David Sabin
Title: President

VICTORY PARK MANAGEMENT, LLC
as administrative and collateral agent for the
Lenders

By: 
Name: Scott Zennick
Title: Authorized Signatory

[Signature page to Grant of Security Interest in Trademark Rights]

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TRADEMARK
REEL: 005281 FRAME: 0779

Schedule A

U.S. Trademark Registrations and Applications

	Trademark	Owner	Serial No./Filing Date	Reg. No. / Reg. Date
1.	FULLER BRUSH CO. FORMULA 21 ODOR ELIMINATOR	VPC Fuller Brush Operating Corp.	86198071 2/19/2014	
2.	EXSTATIC BRUSH BY FULLER BRUSH	VPC Fuller Brush Operating Corp.	86025205 7/31/2013	
3.	[Design Only] 07.01.04 – Detached house 26.17.03 – Dotted line(s)	VPC Fuller Brush Operating Corp.	78520408 11/19/2004	3078971 4/11/2006
4.	FULLER BRUSH	VPC Fuller Brush Operating Corp.	78133038 6/4/2002	2756149 8/26/2003
5.	FULLER BRUSH	VPC Fuller Brush Operating Corp.	78193067 12/10/2002	2866581 7/27/2004
6.	FULLER BRUSH	VPC Fuller Brush Operating Corp.	78193023 12/10/2002	2866580 7/27/2004
7.	THE FULLER BRUSH COMPANY	VPC Fuller Brush Operating Corp.	76459899 10/15/2002	2864212 7/20/2004
8.	THE FULLER BRUSH COMPANY	VPC Fuller Brush Operating Corp.	76459898 10/15/2002	2896619 10/26/2004
9.	THE FULLER BRUSH COMPANY	VPC Fuller Brush Operating Corp.	76459889 10/15/2002	2880758 9/7/2004
10.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	75804476 9/21/1999	2360401 6/20/2000
11.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	75516873 7/10/1998	2255730 6/22/1999
12.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	75516871 7/10/1998	2253767 6/15/1999
13.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	75516870 7/10/1998	2253766 6/15/1999
14.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	75516869 7/10/1998	2253765 6/15/1999
15.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	75516868 7/10/1998	2253764 6/15/1999
16.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	75516867 7/10/1998	2251534 6/8/1999
17.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	75516866 7/10/1998	2253763 6/15/1999
18.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	75516865 7/10/1998	2251533 6/8/1999
19.	D.C.W.	VPC Fuller Brush Operating Corp.	75510859 6/30/1998	2244761 5/11/1999

	Trademark	Owner	Serial No./Filing Date	Reg. No. / Reg. Date
20.	NATURE'S CHOICE	VPC Fuller Brush Operating Corp.	74801706 1/25/1993	1912157 8/15/1995
21.	HOUSE OF FULLER	VPC Fuller Brush Operating Corp.	74621079 1/13/1995	2261266 7/13/1999
22.	HOUSE OF FULLER	VPC Fuller Brush Operating Corp.	74621078 1/13/1995	2239083 4/13/1999
23.	HOUSE OF FULLER	VPC Fuller Brush Operating Corp.	74621077 1/13/1995	2239082 4/13/1999
24.	A FULLER LIFE	VPC Fuller Brush Operating Corp.	74461681 11/22/1993	2239047 4/13/1999
25.	NATURE'S CHOICE	VPC Fuller Brush Operating Corp.	74351685 1/25/1993	1955247 2/6/1996
26.	NATURE'S CHOICE	VPC Fuller Brush Operating Corp.	74300762 8/3/1992	1824822 3/8/1994
27.	STANLEY	VPC Fuller Brush Operating Corp.	73479625 5/10/1984	1337482 5/28/1985
28.	STANLEY HOME PRODUCTS	VPC Fuller Brush Operating Corp.	73314154 6/10/1981	1250098 9/6/1983
29.	C-PLUS	VPC Fuller Brush Operating Corp.	73265585 6/9/1980	1203290 8/3/1982
30.	FULLER	VPC Fuller Brush Operating Corp.	73513515 12/14/1984	1402725 7/29/1986
31.	LUSTREBRUSH	VPC Fuller Brush Operating Corp.	73511476 12/3/1984	1340805 6/11/1985
32.	STANLEY	VPC Fuller Brush Operating Corp.	72317157 1/21/1969	0877467 9/23/1969
33.	STANLEY	VPC Fuller Brush Operating Corp.	72004856 3/19/1956	0636462 10/30/1956
34.	FULLER	VPC Fuller Brush Operating Corp.	72215860 4/6/1965	0815939 9/27/1966
35.	FULLER	VPC Fuller Brush Operating Corp.	72215857 4/6/1965	0815805 9/27/1966
36.	FULLER	VPC Fuller Brush Operating Corp.	72215853 4/6/1965	0815675 9/27/1966
37.	FULLER	VPC Fuller Brush Operating Corp.	72215852 4/6/1965	0815666 9/27/1966
38.	FULLER	VPC Fuller Brush Operating Corp.	72215851 4/6/1965	0815704 9/27/1966
39.	FULLER	VPC Fuller Brush Operating Corp.	72215850 4/6/1965	0815837 9/27/1966
40.	FUL-SCAT	VPC Fuller Brush Operating Corp.	71686048 4/22/1955	0629336 6/26/1956
41.	FUL-LUBE	VPC Fuller Brush Operating Corp.	71686047 4/22/1955	0622918 3/13/1956

	Trademark	Owner	Serial No./Filing Date	Reg. No. / Reg. Date
42.	FULSOL	VPC Fuller Brush Operating Corp.	71686042 4/22/1955	0622830 3/6/1956
43.	FUL-AIRE	VPC Fuller Brush Operating Corp.	71647285 5/19/1953	0587665 3/30/1954
44.	FULLER	VPC Fuller Brush Operating Corp.	71592424 2/14/1950	0531093 9/19/1950
45.	FULLER	VPC Fuller Brush Operating Corp.	71543436 12/5/1947	0528990 8/15/1950
46.	FULLER	VPC Fuller Brush Operating Corp.	71543434 12/5/1947	0539836 3/27/1951
47.	FULLER	VPC Fuller Brush Operating Corp.	71543433 12/5/1947	0527098 7/4/1950