

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311726

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FKA DISTRIBUTING CO., LLC		06/30/2014	LIMITED LIABILITY COMPANY: MICHIGAN
HOMEDICS USA, LLC		06/30/2014	LIMITED LIABILITY COMPANY: MICHIGAN
HOUSE OF MARLEY, LLC		06/30/2014	LIMITED LIABILITY COMPANY: MICHIGAN
SI PRODUCTS, LLC		06/30/2014	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	2600 West Big Beaver Road, Suite 445
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85746311	DEEP SLEEP
Registration Number:	4369683	HMDX
Serial Number:	86030245	HOMEDICS
Serial Number:	85961180	JAM AUDIO
Serial Number:	85965142	
Serial Number:	85965132	
Serial Number:	85765319	RAPID RELIEF
Serial Number:	86242928	ME
Serial Number:	86242917	IT'S ALL ABOUT ME
Serial Number:	85741909	ERXELIEF
Serial Number:	85741908	ERXELIEF
Serial Number:	86160378	BACK BOOST COMFORT SEAT
Serial Number:	86210743	ULTRAFORME

CH \$340.00 85746311

CORRESPONDENCE DATA**Fax Number:** 2483583351

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: (248) 358-4400**Email:** trademarks@brookskushman.com**Correspondent Name:** Mark A. Cantor**Address Line 1:** 1000 Town Center, 22nd Floor**Address Line 4:** Southfield, MICHIGAN 48075-1238

ATTORNEY DOCKET NUMBER:	HOME 1674 A
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NAME OF SUBMITTER:	Mark A. Cantor
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SIGNATURE:	/mark a cantor/
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DATE SIGNED:	07/24/2014
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Total Attachments: 4

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ADDENDUM TO TRADEMARK SECURITY AGREEMENT

THIS ADDENDUM TO TRADEMARK SECURITY AGREEMENT (this "Addendum") is made and entered into this 30th day of June 2014, by and among, FKA DISTRIBUTING CO., LLC, a Michigan limited liability company ("Parent"), HOMEDICS USA, LLC, a Michigan limited liability company ("HoMedics"), HOUSE OF MARLEY, LLC, a Michigan limited liability company ("Marley"), SI PRODUCTS, LLC, a Michigan limited liability company ("SI" and together with Parent, HoMedics, Marley and SI, the "Grantors" and each a "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

RECITALS

WHEREAS, the Grantors are parties to that certain Loan, Security and Guarantee Agreement, dated as of August 22, 2012, with the financial institutions that are or may from time to time become parties thereto (the "Lenders") and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Agent, the Lenders and the Issuing Bank continue or make Loans, advances and other extensions of credit to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantors (together with certain affiliates of Parent, parties to the Loan Agreement) executed and delivered to the Agent that certain Trademark Security Agreement dated August 12, 2012 (the "Original Trademark Security Agreement") under which, among other things, the Grantors (together with such other parties) granted the Agent a continuing security interest in the Trademark Collateral (as defined below), as in existence as of such date, to secure all Obligations;

WHEREAS, since the date of the Original Trademark Security Agreement, the Grantors have acquired, created or otherwise come into possession of Additional Trademark Collateral (as defined below);

WHEREAS, under the terms of the Loan Agreement, the Grantors are required to grant the Agent a security interest in all of Additional Trademark Collateral to secure all Obligations; and the Grantors now desire to grant the Agent the required security interest in the Additional Trademark Collateral and the Agent desires to accept the grant of such security interest all in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1 - Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Addendum, including its preamble and recitals, have the meanings provided in the Original Trademark Security Agreement.

SECTION 2 - Grant of Security Interest. Each Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the newly acquired, created and/or possessed Trademark Collateral listed on Schedule A to this Addendum (the "Additional Trademark Collateral") and the Agent hereby accepts such security interest for the benefit of each Security Party.

SECTION 3 - Security Agreement. This Addendum has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent in the Additional Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement and the Original Trademark Security Agreement. The Loan Agreement and the Original Trademark Security Agreement (and all rights and remedies of the Agent and each Secured Party under each such document) shall remain in full force and effect in accordance with their respective terms.

SECTION 4 - Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the Original Trademark 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.

SECTION 5 - Loan Document. This Addendum is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6 - Governing Law. THIS ADDENDUM SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).

SECTION 7 - Counterparts. This Addendum may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this

Addendum by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Addendum.

SECTION 8 - ENTIRE AGREEMENT. THIS ADDENDUM TOGETHER WITH THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signatures Appear on Following Page]

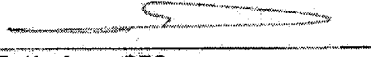
IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be duly executed and delivered as of the date first above written.

GRANTORS:

FKA DISTRIBUTING CO., LLC,
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO

HOMEDICS USA, LLC,
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO

HOUSE OF MARLEY, LLC,
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO

SI PRODUCTS, LLC,
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO

AGENT:

Bank of America, N.A.,
as Agent

By: 
Kindra Mullarky, Vice President

SCHEDULE A
to
Addendum to Trademark Security Agreement
Additional Trademark Collateral

Trademark	Owner	Status In Trademark Office	Reg./Appl. No.	Filed/Reg. Date	Country
DEEP SLEEP	FKA Distributing Co., LLC	Pending	85746311	10/04/2012	U.S.
HMDX	FKA Distributing Co., LLC	Registered	4369683	July 16, 2013	U.S.
HOMEDICS	FKA Distributing Co., LLC	Pending	86030245	08/06/2013	U.S.
JAM AUDIO	FKA Distributing Co., LLC	Pending	85961180	06/17/2013	U.S.
JAM JAR DESIGN	FKA Distributing Co., LLC	Pending	85965142	06/20/2013	U.S.
JAM JAR DESIGN WITH RIBBON	FKA Distributing Co., LLC	Pending	85965132	06/20/2013	U.S.
RAPID RELIEF	FKA Distributing Co., LLC	Pending	85765319	10/27/2012	U.S.
ME	FKA Distributing Co., LLC	Pending	86242928	4/4/2014	U.S.
IT'S ALL ABOUT ME	FKA Distributing Co., LLC	Pending	86242917	4/4/2014	U.S.
ERXELIEF	FKA Distributing Co., LLC	Pending	85741909	9/29/2012	U.S.
ERXELIEF	FKA Distributing Co., LLC	Pending	85741908	9/29/2012	U.S.
BACK BOOST COMFORT SEAT	Homedics USA, LLC	Pending	86160378	01/08/2014	U.S.
ULTRAFORME	Homedics USA, LLC	Pending	86210743	03/04/2014	U.S.

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Schedule A to Addendum to
Trademark Security Agreement