

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM328214

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Focus Products Group International, LLC		12/24/2014	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	SJC DLF II-H, LLC, as Agent
Street Address:	1700 East Putnam Avenue, Suite 207
Internal Address:	c/o Czech Management, L.P.
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 39

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:	3112667	BACK TO BASICS
Registration Number:	3419183	CHEFSCAPE
Registration Number:	3423587	CHEFSCAPE
Registration Number:	2973685	COCOA-LATTE
Registration Number:	3214230	EGG & MUFFIN TOASTER
Registration Number:	2965088	LICKETY SIP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2656368	PEEL-AWAY
Registration Number:	2972567	SMOOTHIE ELITE
Registration Number:	3016291	THE BAKEWARE EXPERTS
Registration Number:	3820568	WIRETECH
Registration Number:	3191529	THE CRESCENT ROD
Registration Number:	2130599	SITLAX
Registration Number:	3236009	
Registration Number:	3126623	SWING-A-WAY
Registration Number:	3314058	QUIKSERVE
Registration Number:	1090800	STIR CRAZY
Registration Number:	1228820	TRIPLE TIMER
Registration Number:	635121	WEST BEND
Registration Number:	1369952	WEST BEND
Registration Number:	1437098	WEST BEND
Registration Number:	1846660	WEST BEND
Registration Number:	862553	WEST BEND...WHERE CRAFTSMEN STILL CARE
Registration Number:	4052872	FILL N' GRILL
Registration Number:	3555041	SLICE SOLUTIONS
Registration Number:	4507110	WEST BEND
Serial Number:	85950585	ARMOR-GLIDE
Registration Number:	3353903	VINTURI

CORRESPONDENCE DATA

Fax Number:

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.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	055048-0005
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	01/07/2015

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 24, 2014, is among the undersigned (the "Grantors") and SJC DLF II-H, LLC, as agent for the Lenders (as defined in the Loan Agreement defined below) (in such capacity as agent, including its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Focus Products Group International, LLC, an Illinois limited liability company ("Focus"), Sure Fit Inc., a Delaware corporation ("Sure Fit"), Sure Fit Outdoor LLC, a Delaware limited liability company ("Sure Fit Outdoor"), Lloyd Industries, Inc., a Washington corporation ("Lloyd", and together with Focus, Sure Fit and Sure Fit Outdoor, individually a "Borrower" and collectively, the "Borrowers"), CLP FPG, INC., a Delaware corporation ("Holdings"), ManPans, LLC, a Washington limited liability company ("ManPans", and together with Holdings and any other guarantors from time to time party thereto, the "Guarantors" and the Guarantors, together with the Borrowers, the "Obligors"), the lenders from time to time a party thereto ("Lenders") and Agent, the Lenders have agreed to make a Term Loan (as defined in the Loan Agreement) and certain financial accommodations to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, the Grantors granted to Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), 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, Agent 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 Agent, for the benefit of the Secured Parties, 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 Agent, pursuant to the Loan Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of Agent 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, Agent and each Grantor acknowledges that the Lien and security interest granted to Agent for the benefit of the Secured Parties pursuant to this Agreement and the exercise of any right or remedy by Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the

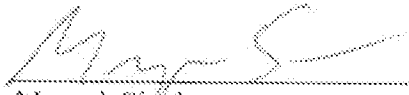
terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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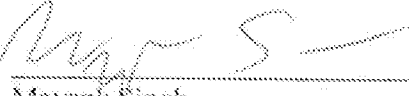
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTORS:

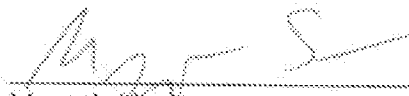
CLP EPG, INC.

By: 
Name: Mayank Singh
Title: Vice President

**FOCUS PRODUCTS GROUP
INTERNATIONAL, LLC**

By: 
Name: Mayank Singh
Title: Secretary and Treasurer

SURE FIT INC.

By: 
Name: Mayank Singh
Title: Secretary and Treasurer

LLOYD INDUSTRIES, INC.

By: _____
Name: Marc Navarre
Title: President

SURE FIT OUTDOOR LLC

By: _____
Name: Marc Navarre
Title: Vice President

{Signature Page to Trademark Security Agreement}

**TRADEMARK
REEL: 005435 FRAME: 0872**

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:

CLP FPG, INC.

By: _____
Name: Mayank Singh
Title: Vice President

**FOCUS PRODUCTS GROUP
INTERNATIONAL, LLC**

By: _____
Name: Mayank Singh
Title: Secretary and Treasurer

SURE FIT INC.

By: _____
Name: Mayank Singh
Title: Secretary and Treasurer

LLOYD INDUSTRIES, INC.

By: _____
Name: Marc Navarre
Title: President

SURE FIT OUTDOOR LLC

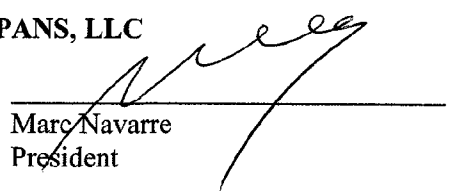
By: _____
Name: Marc Navarre
Title: Vice President

MANPANS, LLC

By: _____

Name: Marc Navarre

Title: President


A handwritten signature in black ink, appearing to read 'Marc Navarre', is written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005435 FRAME: 0874**

AGENT:

SJC DLJ II-H, LLC

By:  _____

Name: Stephen J. Czech

Title: Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005435 FRAME: 0875**

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Focus Product Group International, LLC Trademarks

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
ADVANCED PERFORMANCE	US	Registered	78/186401	11/19/2002	2953147	5/17/2005
BASIC INGREDIENTS	US	Registered	74/381764	4/21/1993	1866139	12/6/1994
HOUSEWORKS	US	Registered	73/590896	3/31/1986	1422895	12/30/1986
HOUSEWORKS	US	Registered	76/361726	1/23/2002	2807174	1/20/2004
HOUSEWORKS	US	Registered	78/319689	10/28/2003	2953674	5/17/2005
OJEX	US	Registered	75/769891	8/6/1999	2448401	5/1/2001
ORANGEX	US	Registered	75/360962	9/22/1997	2465948	7/3/2001
PROFESSIONAL PERFORMANCE	US	Registered	74/382728	4/21/1993	1899459	6/13/1995
RUB-A-WAY	US	Registered	78/474781	8/27/2004	3011216	11/1/2005
WHEAT PATTERN (COLANDER)	US	Registered	76/230249	3/26/2001	2745904	8/5/2003
WHEAT PATTERN (UTENSIL)	US	Registered	75/490921	5/26/1998	2334481	3/28/2000
THE ARC	US	Registered	78/586902	3/14/2005	3342333	11/20/2007
BACK TO BASICS	US	Registered	78/362630	2/4/2004	3112667	7/4/2006
CHEFSCAPE	US	Registered	77/047862	11/20/2006	3419183	4/29/2008
CHEFSCAPE	US	Registered	77/047863	11/20/2006	3423587	5/6/2008
COCOA-LATTE	US	Registered	78/294018	8/29/2003	2973685	7/19/2005
EGG & MUFFIN TOASTER	US	Registered	78/606396	4/11/2005	3214230	2/27/2007
LICKETY SIP	US	Registered	78/362659	2/4/2004	2965088	7/5/2005
PEEL-AWAY	US	Registered	76/357639	1/11/2002	2656368	12/3/2002
SMOOTHIE ELITE	US	Registered	78/024754	9/7/2000	2972567	7/19/2005
THE BAKEWARE EXPERTS	US	Registered	78/382513	3/11/2004	3016291	11/15/2005
WIRETECH	US	Registered	77/772113	7/1/2009	3820568	7/20/2010
THE CRESCENT ROD	US	Registered	78/654262	6/20/2005	3191529	1/2/2007
SITLAX	US	Registered	75/246802	2/24/1997	2130599	1/20/1998

Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
CAN OPENER DESIGN	US	Registered	78/688926	8/9/2005	3236009	5/1/2007
SWING-A-WAY	US	Registered	78/699440	8/24/2005	3126623	8/8/2006
QUIKSERVE	US	Registered	78/763963	11/30/2005	3314058	10/16/2007
STIR CRAZY	US	Registered	73/139552	8/31/1977	1090800	5/9/1978
TRIPLE TIMER	US	Registered	73/341526	12/14/1981	1228820	2/22/1983
WEST BEND	US	Registered	72/003496	2/27/1956	635121	10/2/1956
WEST BEND	US	Registered	73/538308	5/17/1985	1369952	11/12/1985
WEST BEND	US	Registered	73/617110	8/28/1986	1437098	4/21/1987
WEST BEND	US	Registered	74/434810	9/13/1993	1846660	7/26/1994
WEST BEND ... WHERE CRAFTSMEN STILL CARE & DESIGN	US	Registered	72/268265	4/4/1967	862553	12/24/1968
FILL N' GRILL	US	Registered	85/291794	4/11/2011	4052872	11/8/2011
SLICE SOLUTIONS	US	Registered	77/352935	12/14/2007	3555041	12/30/2008
POPCORN ON DEMAND	US	Pending	86331013	7/8/2014		
WEST BEND	US	Registered	85802270	12/13/2012	4507110	4/1/2014
WEST BEND PROFESSIONAL	US	Pending	86347376	7/24/2014		

Focus Product Group International, LLC Pending Trademark Applications

Country	Trademark Name	Application Number	Filing Date	Status
US	DURAHOLD	86/082921	10/04/2013	Pending
US	ARMOR-GLIDE	85/950585	06/04/2013	Pending
US	SURE FIT	85/884230	03/22/2013	Pending
US	POP CRAZY	86/209656	03/03/2014	Pending
US	THEATER CRAZY	86/082917	10/04/2013	Pending
US	THE BAKING EXPERTS	86/108389	11/01/2013	Pending
US	OPTI CUT	86/251125	04/14/2014	Pending
US	OPTI GRIP	86/251132	04/14/2014	Pending
US	OPTI POP	86/251140	04/14/2014	Pending
US	OPTI SQUEEZE	86/251149	04/14/2014	Pending
US	OPTI PRESS	86/251159	04/14/2014	Pending
US	OPTI WEDGR	86/251165	04/14/2014	Pending
US	OPTI TENDERIZE	86/251169	04/14/2014	Pending

Focus Products Group International, LLC Trademarks acquired from Vinturi, Inc.¹

Country	DATE FILED	APPLICATION NUMBER	TRADEMARK NO.	ASSIGNEE/ OWNER
US	Feb 16, 2006	78816310	3353903	Vinturi, Inc.

Sure Fit Inc. Trademarks

Docket Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
093355-3009	FURNITURE FRIEND and Design	United States of America	CLASS 24: Unfitted fabric furniture covers	3725361 12/15/2009	Registered	Sure Fit Inc.
093355-3000	HOMESTYLE BY SURE FIT	United States of America	CLASS 24: Slipcovers for sofas, love seats, recliners, ottomans and chairs; dining room chair covers	3598846 03/31/2009	Registered	Sure Fit Inc.
093355-3007	SURE FIT	United States of America	CLASS 20: Pillows; cushions; chairs; slipcovers, namely, fitted fabric covers for sofas, love seats, recliners, sectionals, ottomans and chairs; fitted fabric dining room chair covers; window treatments, namely, fabric blinds; all of the foregoing goods for sale in retail consumer trade channels and to the hospitality and healthcare industries. CLASS 24: Slipcovers, namely, unfitted fabric covers for sofas, love seats, recliners, sectionals, ottomans, and chairs; unfitted	N/A	Pending Serial No. 77/912158	Sure Fit Inc.

¹ Assigned to Focus Products Group International, LLC on the Closing Date.

Docket Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
			<p>fabric dining room chair covers; fabric table cloths; fabric table runners; bedding, namely, blankets, comforters, shams, sheets, crib sheets, covers, pillow cases, bed spreads, bed skirts, dust ruffles, mattress pads, mattress covers, pillow covers, box spring covers, waterproof covers for mattresses, waterproof covers for pillows, waterproof pads for crib mattresses; duvets, quilts, throws, and lap throws; window treatments, namely, curtains, draperies, and fabric valances; all of the foregoing goods for sale in retail consumer trade channels and to the hospitality and healthcare industries</p>			
093355-3004	SURE FIT	United States of America	<p>CLASS 20: Pillows; cushions; chairs; slipcovers, namely, fitted fabric covers for sofas, love seats, recliners, sectionals, ottomans, and chairs; fitted dining room chair covers; window treatments, namely, fabric blinds. CLASS 24:</p>	3043711 1/17/06	Registered	Sure Fit Inc.

Docket Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
			Slipcovers, namely, unfitted fabric covers for sofas, love seats, recliners, ottomans, and chairs; unfitted dining room chair covers; fabric table cloths; fabric table runners; bedding, namely, blankets, comforters, shams, sheets, pillow cases, bed spreads, bed skirts, dust ruffles, mattress pads, duvets, quilts, throws, and lap throws; window treatments, namely, curtains, draperies and fabric valances. CLASS 35: Online retail store and ordering services and mail order catalog services in the field of home décor.			
093355-3006	THE 10-MINUTE MAKEOVER	United States of America	CLASS 24: Unfitted fabric furniture covers	3028573 12/13/2005	Registered	Sure Fit Inc.
093355-3008	TRANSIT COVER	United States of America	CLASS 24: Unfitted seat covers of textile	3780642 4/27/2010	Registered	Sure Fit Inc.
	FORM FIT TECHNOLOGY BY SURE FIT	United States of America	Mattress Covers	86433601 10/24/2014	Pending	Sure Fit Inc.
	FURNITURE ARMOR	United States of America		86286564 5/20/2014	Pending	Sure Fit Inc.
	FURNITURE ATTIRE	United States of America		86/286558 5/20/2014	Pending	Sure Fit Inc.

Lloyd Industries, Inc. Trademarks

Serial Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
77944692	ManPans (word)	U.S.	Cookware	3856580/October 5, 2010	Registered	Lloyd Industries, Inc.
77944728	ManPans (design)	U.S.	Cookware	3859923/October 12, 2010	Registered	Lloyd Industries, Inc.
86428494	HEARTH BAKE DISK	U.S.	Cookware	October 20, 2014	Pending	Lloyd Industries, Inc.
86353695	LLOYDPANS	U.S.	Cookware	July 31, 2014	Pending	Lloyd Industries, Inc.
86353662	LLOYDPANS	U.S.	Cookware	July 31, 2014	Pending	Lloyd Industries, Inc.
86353677	LLOYDPANS	U.S.	Cookware	July 31, 2014	Pending	Lloyd Industries, Inc.
86353705	LLOYDPANS	U.S.	Cookware	July 31, 2014	Pending	Lloyd Industries, Inc.
86353798	LLOYDPANS	U.S.	Cookware	July 31, 2014	Pending	Lloyd Industries, Inc.
86353754	LLOYDPANS	U.S.	Cookware	July 31, 2014	Pending	Lloyd Industries, Inc.
86353781	LLOYDPANS	U.S.	Cookware	July 31, 2014	Pending	Lloyd Industries, Inc.
86353818	LLOYDPANS	U.S.	Cookware	July 31, 2014	Pending	Lloyd Industries, Inc.
86428479	QUIK-DISKS	U.S.	Cookware	October 20, 2014	Pending	Lloyd Industries, Inc.
86428509	THE EQUALIZER	U.S.	Cookware	October 20, 2014	Pending	Lloyd Industries, Inc.
86428528	THE EQUALIZER	U.S.	Cookware	October 20, 2014	Pending	Lloyd Industries, Inc.

Sure Fit Outdoor LLC Trademarks

Serial Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
093355-3013	PATIO ARMOR	U.S.	Class 11: protective	3772748/April 6, 2010	Registered	Sure Fit Outdoor

Serial Number	Mark	Country	Goods	Registration Number/Date	Status	Owner
			covers specificall y designed for chimneys, patio heaters, fire pits and barbeque grills Class 18: protective covers specificall y designed for patio umbrellas Class 20: fitted fabric covers for outdoor furniture; Fitted covers for outdoor furniture, not made of fabric			LLC