

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381712

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND ADDENDUM TO TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FKA DISTRIBUTING CO., LLC		04/22/2016	Limited Liability Company: MICHIGAN
HOMEDICS USA, LLC		04/22/2016	Limited Liability Company: MICHIGAN
HOUSE OF MARLEY, LLC		04/22/2016	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	2600 West Big Beaver Road, Suite 445		
<b>City:</b>	Troy		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4856632	ULTRASOFT	
<b>Registration Number:</b>	4731651	HOMEDICS	
<b>Registration Number:</b>	4695472	JAM	
<b>Registration Number:</b>	4462721	HOMEDICS	
<b>Serial Number:</b>	86810875	GENTLEINFLATE	
<b>Serial Number:</b>	86647316	SECURLOCK	
<b>Serial Number:</b>	86647152	CUSTOMFIT	
<b>Serial Number:</b>	86341375	SAFE SURROUND	
<b>Serial Number:</b>	86464388	MYTECH	
<b>Serial Number:</b>	86961663	ELLIA	
<b>Serial Number:</b>	86932753	HOMEDICS #1 BRAND IN MASSAGE	
<b>Serial Number:</b>	86963471	PARASPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$315.00 4856632

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2165863939  
**Email:** pcyngier@jonesday.com  
**Correspondent Name:** KARIN LEE  
**Address Line 1:** 901 LAKESIDE AVENUE  
**Address Line 4:** CLEVELAND, OHIO 44114

<b>ATTORNEY DOCKET NUMBER:</b>	739326-605016
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<b>NAME OF SUBMITTER:</b>	KARIN LEE
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<b>SIGNATURE:</b>	/KARIN LEE/
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<b>DATE SIGNED:</b>	04/25/2016
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**Total Attachments: 7**

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## SECOND ADDENDUM TO TRADEMARK SECURITY AGREEMENT

THIS SECOND ADDENDUM TO TRADEMARK SECURITY AGREEMENT (this "*Second Addendum*") is made and entered into this 22nd day of April, 2016, 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*") and together with Parent and HoMedics, the "*Grantors*" and each a "*Grantor*", in favor of **BANK OF AMERICA, NA**, 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 and certain of their affiliates are parties to that certain Amended and Restated Loan, Security and Guarantee Agreement, dated as of April 22, 2016, 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 or benefiting the Grantors, and for which the Grantors are liable thereunder;

**WHEREAS**, pursuant to and in order to secure their obligations under the Loan Agreement, the Grantors executed and delivered to the Agent that certain Trademark Security Agreement dated August 22, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "*Original Trademark Security Agreement*"), recorded in the United States Patent and Trademark Office at Reel/Frame 004848/ 0571, under which, among other things, such Grantors granted the Agent a continuing security interest in the Trademark Collateral (as defined in the Original Trademark Security Agreement), as in existence as of such date, to secure all Obligations;

**WHEREAS**, certain Grantors executed and delivered to the Agent an Addendum to the Original Trademark Security Agreement, dated June 30, 2014 (the "*Addendum*"), for the purpose of recording the security interest of the Agent in certain Trademark Collateral that had been newly acquired, created and/or possessed by the Grantors subsequent to the Original Trademark Security Agreement, and which was recorded in the United States Patent and Trademark Office at Reel/Frame 005328/0946;

**WHEREAS**, since the date of the Addendum, certain of 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 Second 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 Second 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 Second Addendum has been executed and delivered by the Grantors for the purpose of recording 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, the Original Trademark Security Agreement, and the Addendum. The Loan Agreement, the Original Trademark Security Agreement, and the Addendum (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 Second 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 SECOND 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 Second 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 part of this Second Addendum by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Second Addendum.


**SECTION 8 – ENTIRE AGREEMENT.** THIS SECOND 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 Second Addendum to be duly executed and delivered as of the date first above written.

**GRANTORS:**

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

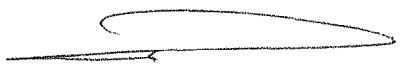
By:   
Alon D. Kaufman, CEO

**AGENT:**

Bank of America, N.A.,  
*as Agent*

By: \_\_\_\_\_  
Kindra Mullarky, Vice President

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

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**GRANTORS:**

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

By: \_\_\_\_\_  
Alon D. Kaufman, CEO

HOMEDICS USA, LLC,  
*a Michigan limited liability company*

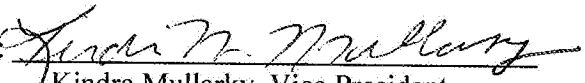
By: \_\_\_\_\_  
Alon D. Kaufman, CEO

HOUSE OF MARLEY, LLC,  
*a Michigan limited liability company*

By: \_\_\_\_\_  
Alon D. Kaufman, CEO

**AGENT:**

Bank of America, N.A.,  
*as Agent*

By:   
Kindra Mullarky, Vice President

**SCHEDULE A**  
to  
**Second Addendum to Trademark Security Agreement**  
**Additional Trademark Collateral**

<b>Trademark</b>	<b>Owner</b>	<b>Status in Trademark Office</b>	<b>Reg./Appl. No.</b>	<b>Filed/Reg. Date</b>	<b>Country</b>
GENTLEINFLATE	FKA Distributing Co., LLC	Pending	86810875	11/5/2015	U.S.
SECURLOCK	FKA Distributing Co., LLC	Pending	86647316	6/1/2015	U.S.
CUSTOMFIT	FKA Distributing Co., LLC	Pending	86647152	6/1/2015	U.S.
ULTRASOFT	FKA Distributing Co., LLC	Registered	4856632	11/17/2015	U.S.
SAFE SURROUND	FKA Distributing Co., LLC	Pending	86341375	7/18/2014	U.S.
MYTECH	FKA Distributing Co., LLC	Pending	86464388	11/25/2014	U.S.
HOMEDICS	FKA Distributing Co., LLC	Registered	4731651	5/5/2015	U.S.
JAM JAR DESIGN WITH RIBBON	FKA Distributing Co., LLC	Registered	4695472	3/3/2015	U.S.
HOMEDICS	FKA Distributing Co., LLC	Registered	4462721	1/07/2014	U.S.
ELLIA	FKA Distributing Co., LLC	Pending	86961663	04/01/2016	U.S.
HOMEDICS #1 BRAND IN MASSAGE LOGO	FKA Distributing Co., LLC	Pending	86932753	03/08/2016	U.S.
PARASPA	FKA Distributing Co., LLC	Pending	86963471	04/04/2016	U.S.
CUSTOMFIT	FKA Distributing Co., LLC	Formalized	1749719	10/08/2015	Canada
SECURLOCK	FKA Distributing Co., LLC	Formalized	1749676	10/08/2015	Canada
RAPID RELIEF	FKA Distributing Co., LLC	Registered	917487	10/19/2015	Canada



BACK BOOST COMFORT SEAT	Homedics USA, LLC	Searched	1700077	10/28/2014	Canada
ULTRAFORME	Homedics USA, LLC	Pending	1667561	3/12/2014	Canada
CIRCULATION PRO	Homedics USA, LLC	Advertised	1625364	5/06/2013	Canada
Homedics #1 Brand in Massage Logo	FKA Distributing Co., LLC	Pending	1771471	3/9/2016	Canada