

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Step2 Company, LLC		10/18/2016	Limited Liability Company: DELAWARE
Home Brands, LLC		10/18/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as collateral agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	76300137	
Serial Number:	86968947	
Serial Number:	76281024	MAILMASTER
Serial Number:	76277862	NATURALLY PLAYFUL
Serial Number:	86128502	NORTH COAST OUTDOOR
Serial Number:	74200699	STEP 2
Serial Number:	74202161	STEP 2
Serial Number:	74202164	STEP 2
Serial Number:	74200633	STEP 2
Serial Number:	85751200	STEP2
Serial Number:	85206321	STEP2 HOME
Serial Number:	85206614	STEP2 HOME
Serial Number:	85589108	STEP2 LIVING
Serial Number:	86858714	CLASSIC MANOR
Serial Number:	86858816	CLASSIC MANOR BUILDERS
Serial Number:	86858905	CLASSIC MANOR BUILDERS

CH \$415.00 76300137

CORRESPONDENCE DATA**Fax Number:** 2125935955*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:** 212-756-2132**Email:** scott.kareff@srz.com**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP**Address Line 1:** 919 Third Avenue**Address Line 2:** 25th Floor**Address Line 4:** New York, NEW YORK 10022**ATTORNEY DOCKET NUMBER:** 014951.1547**NAME OF SUBMITTER:** Scott Kareff (014951-1547)**SIGNATURE:** /kc for sk/**DATE SIGNED:** 10/18/2016**Total Attachments: 5**

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 18, 2016, by The Step2 Company, LLC, a Delaware limited liability company ("Step2") and Home Brands, LLC, a Delaware limited liability company ("Home Brands") and together with Step2, each a "Grantor" and collectively, the "Grantors", in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated August 28, 2015 (as supplemented by that certain Security Agreement Supplement, dated as of October 18, 2016, and as further amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee, as the Collateral Agent for itself and the Lenders; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK


This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature page follows.]

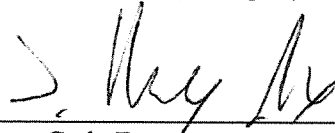
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

THE STEP2 COMPANY, LLC

By: 
Name: William Daw
Title: Chief Financial Officer

HOME BRANDS, LLC,
a Delaware limited liability company,
as Grantor

By: 
Name: Cody Fox
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST
Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
MAILBOX DESIGN	U.S.	76/300,137 8/14/01	2,831,220 4/13/04	The Step2 Company, LLC
MAILBOX DESIGN	U.S.	86/968947 4/8/2016	—	The Step2 Company, LLC
MAILMASTER	U.S.	76/281,024 7/6/01	2,732,991 7/1/03	The Step2 Company, LLC
NATURALLY PLAYFUL	U.S.	76/277,862 6/28/01	2,753,886 8/19/03	The Step2 Company, LLC
NORTH COAST OUTDOOR	U.S.	86/128,502 11/25/2013	Pending	The Step2 Company, LLC
STEP 2	U.S.	74/200,699 9/4/91	1,892,697 5/2/95	The Step2 Company, LLC
STEP 2	U.S.	74/202,161 9/6/91	1,705,038 8/4/92	The Step2 Company, LLC
STEP 2	U.S.	74/202,164 9/6/91	1,756,878 3/9/93	The Step2 Company, LLC
STEP 2	U.S.	74/200,633 9/4/91	1,877,170 1/31/95	The Step2 Company, LLC
STEP2	U.S.	85/751,200 10/11/2012	4,492,082 4/4/2014	The Step2 Company, LLC
STEP2 HOME	U.S.	85/206,321 12/28/2010	4,380,541 8/6/2013	The Step2 Company, LLC
STEP2 HOME (DESIGN)	U.S.	85/206,614 12/28/2010	4,380,542 8/6/2013	The Step2 Company, LLC
STEP2 LIVING (DESIGN)	U.S.	85/589,108 4/4/2012	4,302,731 3/12/2013	The Step2 Company, LLC
CLASSIC MANOR	U.S.	86858714 12/28/2015	—	Home Brands, Inc.
CLASSIC MANOR BUILDERS	U.S.	86858816 12/28/2015	—	Home Brands, Inc.
CLASSIC MANOR BUILDERS & DESIGN 	U.S.	86858905 12/28/2015	—	Home Brands, Inc.