

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southern Imperial LLC		08/03/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5004530	SI	
Registration Number:	4327675	SUNBELT PLASTIC EXTRUSIONS	
Registration Number:	4463265	NEXT	
Registration Number:	3601528	SPLASH ROLLZ	
Registration Number:	3600752	SIMPLE SOLUTIONS FOR HANGING & HOLDING	
Registration Number:	4152079	SOUTHERN IMPERIAL	
Registration Number:	3190482	MAGNECORP	
Registration Number:	2211476	LABEL - RELEASE	
Registration Number:	1363419	FASTRACK	
Registration Number:	1259810	FASTWIST	
Registration Number:	1245241	MAGNACLAMP	
Registration Number:	0936934	FASTBACK	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		

CH \$315.00 5004530

TRADEMARK

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 08/03/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2017, is made by Southern Imperial LLC, a Delaware limited liability company (the "Grantor"), in favor of Antares Capital LP, as successor to General Electric Capital Corporation ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 11, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (successor by merger to FFR DSI Acquisition Corp.), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital LP, as successor to General Electric Capital Corporation, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Initial Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to that certain Guaranty and Security Agreement dated as of July 11, 2011 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Initial Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Initial Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (other than Excluded Property), including, without limitation, the U.S. Trademarks referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SOUTHERN IMPERIAL LLC,

By: FASTENERS FOR RETAIL, INC.,
its sole member

By: 

Name: David Haddad

Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent


By: *Ashley H. Medio*
Name: Ashley Medio
Title: Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
SI & Design 	86611425 04/27/2015	5004530 07/19/2016	Southern Imperial, Inc.
SUNBELT PLASTIC EXTRUSIONS	85708050 08/20/2012	4327675 04/30/2013	Southern Imperial, Inc.
NEXT & Design 	85551842 02/24/2012	4463265 01/07/2014	Southern Imperial, Inc.
SPLASH ROLLZ	77502688 06/19/2008	3601528 04/07/2009	Southern Imperial, Inc.
SIMPLE SOLUTIONS FOR HANGING & HOLDING	76690547 06/13/2008	3600752 04/07/2009	Southern Imperial, Inc.
SOUTHERN IMPERIAL	77320099 11/02/2007	4152079 06/05/2012	Southern Imperial, Inc.
MAGNECORP	76617794 10/22/2004	3190482 01/02/2007	Southern Imperial, Inc.
LABEL - RELEASE (Stylized) Label • Release	75123752 06/21/1996	2211476 12/15/1998	Southern Imperial, Inc.
FASTRACK	73528252 03/22/1985	1363419 10/01/1985	Southern Imperial, Inc.
FASTWIST	73389639 09/27/1982	1259810 12/06/1983	Southern Imperial, Inc.
MAGNA CLAMP & Design	73243963 12/26/1979	1245241 07/12/1983	Southern Imperial, Inc.

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
			
FASTBACK	72397611 07/16/1971	0936934 07/04/1972	Southern Imperial, Inc.

** To be assigned on the Closing Date to Southern Imperial LLC.

2. TRADEMARK APPLICATIONS

None