

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512291

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Home Products International - North America, Inc.		02/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENCINA BUSINESS CREDIT, LLC		
<b>Street Address:</b>	123 N. Wacker Drive, Suite 2400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5626125	HOMZ FOR THE HOLIDAYS!	
<b>Registration Number:</b>	5645497	OFF THE WALL ORGANIZATION	
<b>Registration Number:</b>	5419408	DURABILT EXTREME STORAGE	
<b>Registration Number:</b>	5197502	DURABILT	
<b>Registration Number:</b>	5411953		
<b>Registration Number:</b>	1405010	STRETCH & FIT	
<b>Registration Number:</b>	5019379	DURABILT	
<b>Registration Number:</b>	4649951		
<b>Registration Number:</b>	4649950	MY CRAFT	
<b>Registration Number:</b>	5424539	EXTREME STORAGE	
<b>Registration Number:</b>	4089432	SNAPLOCK	
<b>Registration Number:</b>	4728259		
<b>Registration Number:</b>	4349769	DURABILT	
<b>Registration Number:</b>	2411357	HOMZ	
<b>Registration Number:</b>	1229795	PEEL 'N STICK	
<b>Registration Number:</b>	2435798	HOMZ	
<b>Registration Number:</b>	3589194		
<b>Registration Number:</b>	4580560	HOMZ SMART STORAGE	
<b>Registration Number:</b>	1690224	ULTRA FIT	
<b>TRADEMARK</b>			

OP \$815.00 5626125

Property Type	Number	Word Mark
Registration Number:	1729420	EASYBOARD
Registration Number:	1727687	SUREFOOT
Registration Number:	1547440	READY PRESS
Registration Number:	4580561	SMART STORAGE
Registration Number:	4728260	MY CRAFT
Registration Number:	2425736	HOMZ
Registration Number:	2874801	STAINGUARD
Serial Number:	87534638	STACK IT
Serial Number:	87534642	ECOSTORAGE
Serial Number:	87581896	OFF THE WALL ORGANIZATION
Serial Number:	87915564	STORE N STOW
Serial Number:	86560598	DURABILT SPORT
Serial Number:	86560600	DURABILT OUTDOOR

**CORRESPONDENCE DATA**

**Fax Number:** 4142974900

*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:** 414-319-7153

**Email:** mtraut@foley.com,jolsen@foley.com

**Correspondent Name:** Maximilian W. Traut/ Foley & Lardner LL

**Address Line 1:** 777 East Wisconsin Avenue

**Address Line 4:** Milwaukee, WISCONSIN 53202-5306

<b>NAME OF SUBMITTER:</b>	Maximilian W. Traut
<b>SIGNATURE:</b>	/s/ Maximilian W. Traut
<b>DATE SIGNED:</b>	03/01/2019

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2019, by Home Products International - North America, Inc., a Delaware corporation ("Grantor"), in favor of ENCINA BUSINESS CREDIT, LLC, as Agent for the Lenders (the "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Loan Party Obligors party thereto (if any), the Lenders party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make certain Loans for the benefit of Grantor and Grantor has granted to the Agent, for the benefit of the Lenders, a continuing security interest in certain Intellectual Property, including the Trademarks and Trademark Licenses, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof.

(c) "Trademark Licenses" means, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule I.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

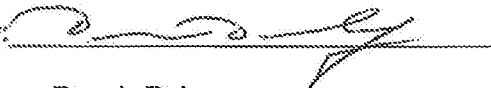
3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Lenders, pursuant to the Loan Agreement and this Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

[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.

GRANTOR:

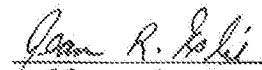
HOME PRODUCTS INTERNATIONAL – NORTH AMERICA,  
INC.

By: 

Name: Dennis Doheny  
Title: Executive Vice President, Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

ENCINA BUSINESS CREDIT, LLC

By:   
Name: SEAN R. EISE  
Title: Authorized signatory

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

A. Trademarks

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
United States of America	HOMZ FOR THE HOLIDAYS!	87851302	27-Mar-2018	5626125	11-Dec-2018
United States of America	OFF THE WALL ORGANIZATION	87979184	24-Aug-2017	5645497	01-Jan-2019
United States of America	DURABILT EXTREME STORAGE	87276618	21-Dec-2016	5419408	06-Mar-2018
United States of America	DURABILT	87975164	09-May-2016	5197502	02-May-2017
United States of America	RHINO DESIGN	87534633	19-Jul-2017	5411953	27-Feb-2018
United States of America	STACK IT	87534638	19-Jul-2017		
United States of America	ECOSTORAGE (Stylized)	87534642	19-Jul-2017		
United States of America	OFF THE WALL ORGANIZATION	87581896	24-Aug-2017		
United States of America	STRETCH & FIT	73577508	13-Jan-1986	1405010	12-Aug-1986
United States of America	DURABILT	86979533	06-Jan-2015	5019379	09-Aug-2016
United States of America	MY CRAFT & DESIGN	85982566	26-Jun-2013	4649951	02-Dec-2014
United States of America	MY CRAFT	85982565	26-Jun-2013	4649950	02-Dec-2014
United States of America	STORE N STOW	87915564	10-May-2018		
United States of America	EXTREME STORAGE	87273063	19-Dec-2016	5424539	13-Mar-2018
United States of America	SNAPLOCK	77951917	05-Mar-2010	4089432	24-Jan-2012
United States of America	DURABILT SPORT	86560598	11-Mar-2015		

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
United States of America	DURABILT OUTDOOR	86560600	11-Mar-2015		
United States of America	MY CRAFT & DESIGN	85970267	26-Jun-2013	4728259	28-Apr-2015
United States of America	DURABILT	85751983	11-Oct-2012	4349769	11-Jun-2013
United States of America	HOMZ	75669184	26-Mar-1999	2411357	05-Dec-2000
United States of America	PEEL 'N STICK	73250639	19-Feb-1980	1229795	08-Mar-1983
United States of America	HOMZ	75669182	26-Mar-1999	2435798	13-Mar-2001
United States of America	MISCELLANEOUS DESIGN (HOUSE)	78959444	24-Aug-2006	3589194	10-Mar-2009
United States of America	HOMZ SMART STORAGE	85562536	07-Mar-2012	4580560	05-Aug-2014
United States of America	ULTRA FIT	74180691	01-Jul-1991	1690224	02-Jun-1992
United States of America	EASYBOARD	74252312	05-Mar-1992	1729420	03-Nov-1992
United States of America	SUREFOOT	74252400	05-Mar-1992	1727687	27-Oct-1992
United States of America	READY PRESS	73763304	14-Nov-1988	1547440	11-Jul-1989
United States of America	SMART STORAGE	85562540	07-Mar-2012	4580561	05-Aug-2014
United States of America	MY CRAFT	85970278	26-Jun-2013	4728260	28-Apr-2015
United States of America	HOMZ	75669183	26-Mar-1999	2425736	30-Jan-2001
United States of America	STAINGUARD	78282651	04-Aug-2003	2874801	17-Aug-2004

B. Trademark Licenses

None.