

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hardware Resources, Inc.	11/19/2012
RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 16	
Property Type	Number
Application Number:	13068071
Patent Number:	D662388
Patent Number:	D646550
Patent Number:	D646551
Patent Number:	D648619
Patent Number:	D660679
Patent Number:	D660680
Patent Number:	D661965
Patent Number:	D661966
Patent Number:	D661967
Patent Number:	D661968
Patent Number:	D661970
Patent Number:	D661971
Patent Number:	D661972
Patent Number:	D661973

OP \$640.00 13068071

Patent Number:

D661974

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

4975.146

NAME OF SUBMITTER:

Sharon Patterson

Total Attachments: 5

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of November 19, 2012, by HARDWARE RESOURCES, INC., a Louisiana corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, as a Lender and as agent for Lenders (as defined below) ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of even date herewith by and among TOP KNOBS USA, INC., a New Jersey corporation, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower, which is an affiliate of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor execute that certain Guarantee and Collateral Agreement dated as of February 20, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Lenders, this Patent Security Agreement;

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

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority 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 below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral");

(a) all of its Patents (as such term is defined in the Collateral Agreement) referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of such Patents or such Patents licensed under such Patent Licenses (as such term is defined in the Collateral Agreement).

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and

granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

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

HARDWARE RESOURCES, INC., a Louisiana corporation

By: 
Title: Treasurer and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Title: _____


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

HARDWARE RESOURCES, INC., a Louisiana
corporation

By: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By:  _____
Name: Michael Nativi
Title: Vice President

SCHEDULE I
to
PATENT SECURITY AGREEMENT

GRANTOR	PATENT	PATENT or APPLICATION NUMBER	FILE DATE
Hardware Resources, Inc.	Apparatus and Method for Spring Loaded Holder for Rolls of Paper	13/068,071	05/02/11
Hardware Resources, Inc.	Cabinet Knob – Design Part #818L	D662,388	06/26/12
Hardware Resources, Inc.	Cabinet Knob Part #925	D646,550	09/30/10
Hardware Resources, Inc.	Cabinet Handle Part #925-96	D646,551	09/30/10
Hardware Resources, Inc.	Shower Rod Part #SR01-DBAC, SR01-PC and SR01-SN	D648,619	01/05/11
Hardware Resources, Inc.	Cabinet Knob – Design Part #818	D660,679	06/29/11
Hardware Resources, Inc.	Cabinet Knob – Design Part #918	D660,680	06/30/11
Hardware Resources, Inc.	Cabinet Knob – Design Part #343	D661,965	06/30/11
Hardware Resources, Inc.	Cabinet Knob – Design Part #918L	D661,966	06/30/11
Hardware Resources, Inc.	Cabinet Knob – Design Part #935	D661,967	06/30/11
Hardware Resources, Inc.	Cabinet Knob – Design Part #561	D661,968	06/29/11
Hardware Resources, Inc.	Cabinet Handle – Design Part #918-96	D661,970	06/29/11
Hardware Resources, Inc.	Cabinet Handle – Design Part #561-96	D661,971	06/30/11
Hardware Resources, Inc.	Cabinet Handle – Design Part #818-96	D661,972	06/29/11
Hardware Resources, Inc.	Cabinet Handle – Design Part #935-96	D661,973	06/29/11
Hardware Resources, Inc.	Cabinet Handle – Design Part #343-96	D661,974	06/29/11