

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Croscill Home LLC, f/k/a Croscill Acquisition, LLC	02/19/2013
RECEIVING PARTY DATA	
Name:	Patriarch Partners Agency Services, LLC
Street Address:	1 Broadway
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	29413407
Application Number:	29419959
Application Number:	61640918
Application Number:	29420274
CORRESPONDENCE DATA	
Fax Number:	4045818330
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4045818052
Email:	rcampbell@jonesday.com
Correspondent Name:	Richard U. Campbell
Address Line 1:	1420 Peachtree St. NE
Address Line 2:	Suite 800
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	223194-605006
NAME OF SUBMITTER:	Richard U. Campbell

PATENT

Total Attachments: 4

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement"), dated February 19, 2013, is made by Croscill Home LLC (f/k/a Croscill Acquisition, LLC), a Delaware limited liability company (the "Grantor"), in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, Grantor, as Borrower, and the domestic subsidiaries of Borrower, from time to time, as Guarantors, have entered into a Credit Agreement, dated as of November 7, 2008 (as may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent and the lenders party thereto (the "Lenders"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances, Grantor executed that certain Security Agreement dated as of November 7, 2008 (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by Grantor, in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, the Grantor has acquired additional patents and is required under the terms of the Security Agreement to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other necessary governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States, international and foreign patents, patent applications, utility models, and statutory invention registrations set forth on Exhibit A hereto (the "Patents");

(b) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and

(c) any and all proceeds of the foregoing.

Section 2. Submission to Jurisdiction. Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition and enforcement of any judgment, and Grantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such New York State or, to the extent permitted by law, in such

federal court. Grantor irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection or defense that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or federal court. Grantor hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing herein shall affect the right that any party may otherwise have to commence or participate in any action, suit or proceeding relating to this IP Security Agreement, or otherwise to proceed against Grantor, in any other jurisdiction.

Section 3. Waiver of Jury Trial. Grantor irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this IP Security Agreement, the transactions contemplated hereby or the actions of the Agent or any Lender in the negotiation, administration, performance or enforcement thereof.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all 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.

Section 6. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its manager thereunto duly authorized as of the date first above written.

CROSCILL HOME LLC

By: 

Dan K. Martin
Secretary

Exhibit A: Patent(s)

Country Name	Title	Serial #	Filed Date	Patent #	Issue Date
UNITED STATES	Octopus Shower Caddy	29/413,407	02/15/2012		
UNITED STATES	Monkey Shower Hook	29/419,959	05/03/2012	D666,084	08/28/2012
UNITED STATES	Method for Electronically-Assisted Interior Design	61/640,918	05/01/2012		
UNITED STATES	Bendable-Element Toothbrush Holder	29/420,274	05/07/2012		