

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2844606

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RSI HOME PRODUCTS MANAGEMENT, INC.	05/05/2014

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	AGENCY MANAGEMENT, PORT ORCHARD BC
Internal Address:	1297 OLNEY AVE SE
City:	PORT ORCHARD
State/Country:	WASHINGTON
Postal Code:	98366-4035

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	13973719
Application Number:	13783077
Application Number:	13893112
Application Number:	61875689
Application Number:	61876198
Application Number:	61875626
Patent Number:	D571122

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	689932-82
NAME OF SUBMITTER:	ALEXANDRA C. ECHERY
SIGNATURE:	/ace/

PATENT

DATE SIGNED:	05/06/2014
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Total Attachments: 6

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Patent Security Agreement Supplement

Supplement, dated as of May 5, 2014, to the **Patent Security Agreement**, dated as of February 22, 2013, by RSI HOME PRODUCTS MANAGEMENT, INC. (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of February 22, 2013, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement Supplement;

NOW, THEREFORE, in consideration of the premises, and in connection with the Security Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in New Patent Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Grantor (collectively, the "New Patent Collateral"):

- (a) Patents of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement Supplement.

SECTION 5. Counterparts. This Patent Security Agreement Supplement 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 Supplement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement Supplement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement Supplement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

RSI HOME PRODUCTS MANAGEMENT, INC.

By: 

Name: Jonathan M. Robertson

Title: Sr. Vice President,

General Counsel and Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Brenda Schriener

Name: Brenda Schriener
Title: Vice President

Schedule I

[see attached]

RSI Home Products Management, Inc. - Patents

Title	Application No.	Filing Date	Patent No.	Issue Date	Status	Expiration Date
SPECIALLY SHAPED CARTON FOR VANITY SINK	13973719	8/22/2013	n/a	n/a	Pending	n/a
DRAWER GLIDE MECHANISM	13783077	3/1/2013	n/a	n/a	Pending	n/a
METHODS FOR MANUFACTURING GLASS FIBER REINFORCED CONCRETE	13893112	5/13/2013	n/a	n/a	Published	n/a
MOLD	61875689	9/10/2013	n/a	n/a	Pending	9/10/2014
MOLD	61876198	9/10/2013	n/a	n/a	Pending	9/10/2014
VANITY ASSEMBLY WITH STORAGE ACCESSORY	61875626	9/9/2013	n/a	n/a	Pending	9/9/2014
DISPLAY UNIT FOR CABINETRY	29217060	11/12/2004	D571122	6/17/2008	Issued	6/17/2022