

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3198075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RSI HOME PRODUCTS MANAGEMENT, INC.	01/26/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	600 S. ANTON BLVD., SUITE 150
<b>Internal Address:</b>	ATTN: KAREN POLAK
<b>City:</b>	COSTA MESA
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92626
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	14502991
Application Number:	14444835
Application Number:	61991263
Application Number:	62000423
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(213)430-6407
<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>	
<b>Phone:</b>	213-430-6316
<b>Email:</b>	nahn@omm.com
<b>Correspondent Name:</b>	NICHOLAS AHN, ESQ.
<b>Address Line 1:</b>	O'MELVENY & MYERS LLP
<b>Address Line 2:</b>	400 SOUTH HOPE STREET, 18TH FLOOR
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071
<b>ATTORNEY DOCKET NUMBER:</b>	0689932-86
<b>NAME OF SUBMITTER:</b>	ALEXANDRA C. ECHERY
<b>SIGNATURE:</b>	/ACE/
<b>DATE SIGNED:</b>	01/26/2015

**Total Attachments: 5**

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## **Patent Security Agreement Supplement**

**Supplement**, dated as of January 26, 2015, 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 the 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.

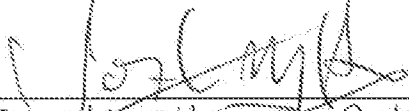
**[signature page follows]**

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

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Status</b>
Drawer Glide Mechanism	14/502991	9/30/2014	n/a	n/a	Pending
Mold	14/444835	7/28/2014	n/a	n/a	Pending
Drawer Glide Mechanism	61/991263	5/9/2014	n/a	n/a	Pending
Quartz-Like Finished Composite Countertop and Method of Manufacturing	62/000423	5/19/2014	n/a	n/a	Pending