

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Empire Company, LLC		04/22/2013	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 East Ninth Street		
Internal Address:	13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85743816	FINDIT	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(216) 586-3939		
Email:	dpuljic@jonesday.com		
Correspondent Name:	Todd R. Miller / JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	080461-070011		
NAME OF SUBMITTER:	Todd R. Miller		

CH \$40.00 85743816

Signature:	/Todd R. Miller/
Date:	04/24/2013
Total Attachments: 3 source=FindIt Trademark Grant of Security to JPMC#page1.tif source=FindIt Trademark Grant of Security to JPMC#page2.tif source=FindIt Trademark Grant of Security to JPMC#page3.tif	

SECURITY INTEREST IN TRADEMARKS

This SECURITY INTEREST IN TRADEMARKS ("Agreement") is made as of April 22, 2013 by THE EMPIRE COMPANY, LLC (the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., a national banking association, having an office at 1300 East Ninth Street, 13th Floor, Cleveland, Ohio 44114, in its capacity as administrative agent for the lenders party to the Credit Agreement referred to below (the "Agent").

WHEREAS, the Grantor entered into that certain Credit Agreement dated as of June 24, 2011, as amended by that certain Amendment No. 1 to Credit Agreement, dated as of June 30, 2011 by and among the Borrowers, the other Loan Parties, the Agent and the Lenders ("Credit Agreement Amendment No. 1"), by that certain Amendment No. 2 to Credit Agreement, dated as of August 8, 2011 by and among the Borrowers, the other Loan Parties, the Agent and the Lenders ("Credit Agreement Amendment No. 2"), by that certain Amendment No. 3 to Credit Agreement, dated as of September 28, 2011 by and among the Borrowers, the other Loan Parties, the Agent and the Lenders ("Credit Agreement Amendment No. 3"), by that certain Amendment No. 4 to Credit Agreement, dated as of November 9, 2011 ("Credit Agreement Amendment No. 4"), by that certain Amendment No. 5 to Credit Agreement, dated as of April 23, 2012 by and among the Borrowers, the other Loan Parties, the Agent and the Lenders ("Credit Agreement Amendment No. 5"), by that certain Amendment No. 6 to Credit Agreement, dated as of March 8, 2013, by and among the Borrowers, the other Loan Parties, the Agent and the Lenders ("Credit Agreement Amendment No. 6" and collectively with Credit Agreement Amendment No. 1, Credit Agreement Amendment No. 2, Credit Agreement Amendment No. 3, Credit Agreement Amendment No. 4 and Credit Agreement No. 5, and as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") (all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement), between the Grantor, the Agent, the other Loan Parties and the Lenders, pursuant to which the Lenders made certain financial accommodations available to the Borrowers;

WHEREAS, to secure the performance of its obligations under the Credit Agreement, the Grantor entered into a Pledge and Security Agreement dated as of June 24, 2011, as amended by that certain Amendment No. 1 to Pledge and Security Agreement, dated as of March 8, 2013, by which the Grantor granted to the Agent, for the benefit of the Lenders, a security interest in and to all trademarks, trademark registrations and applications and the goodwill symbolized thereby currently owned by the Grantor or acquired by the Grantor after such date; and

WHEREAS, the Grantor is the owner of the trademarks, trademark registrations and applications listed on Exhibit A, and the goodwill symbolized thereby, and the parties wish to document the security interest granted to Agent, for the benefit of the Lenders, with respect thereto;

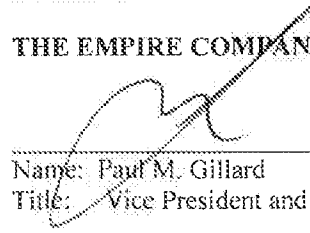
NOW THEREFORE, the Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in and to the trademarks, trademark registrations and applications listed in Exhibit A, and authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademark registrations and applications listed in Exhibit A.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Agreement to be signed by its duly authorized officer.

GRANTOR:

THE EMPIRE COMPANY, LLC



Name: Paul M. Gillard
Title: Vice President and Assistant Secretary

SCHEDULE A

Trademark	Application	Filing Date
FINDIT (STANDARD CHARACTER MARK)	85/743,816	October 2, 2012

CL1-2103050