

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Component Hardware Group, Inc.		12/03/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GE Business Financial Services Inc. (formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), as Administrative Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3590253	CHG
Registration Number:	3539930	FLAME GARD
Registration Number:	3512408	PROTECTION FOR LIFE
Registration Number:	3641903	SANIGUARD
Registration Number:	3542938	
Registration Number:	3306090	C
Registration Number:	3351018	CHG
Registration Number:	3289757	ENCORE
Registration Number:	3315760	ENCORE ELECTRONICS
Registration Number:	3658488	SANISHOWER
Serial Number:	77843331	FLAME GARD
Serial Number:	77843356	FLAME GARD
Serial Number:	77441698	SANIGUARD
Serial Number:	77173214	SANISHOWER

TRADEMARK

900149080

REEL: 004107 FRAME: 0427

CH \$365.00 3590253

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-42
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	12/03/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 3rd day of December, 2009 by **COMPONENT HARDWARE GROUP, INC.** (“**Grantor**”) in favor of **GE BUSINESS FINANCIAL SERVICES INC.** (formerly known as Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent (in such capacity, “**Grantee**”) for the Lenders party to the Credit Agreement (defined below):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement dated as of July 14, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of July 14, 2006 between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) (except for “intent to use” applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the respective meanings provided for in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COMPONENT HARDWARE GROUP, INC.,
a Delaware corporation

By: FM Nicholas
Name: FRANK M. NICHOLAS
Title: CFO

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Capital, a
division of Merrill Lynch Business Financial
Services Inc.), as Administrative Agent

By: _____
Name: _____
Title: _____

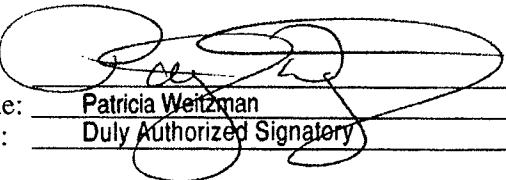
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

COMPONENT HARDWARE GROUP, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Capital, a
division of Merrill Lynch Business Financial
Services Inc.), as Administrative Agent

By: 
Name: Patricia Weitzman
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner
FLAME GARD	77/843331	10/7/2009	n/a	n/a	Component Hardware Group, Inc.
FLAME GARD and Design	77/843356	10/7/2009	n/a	n/a	Component Hardware Group, Inc.
SANIGUARD and Design	77/441698	4/7/2008	n/a	n/a	Component Hardware Group, Inc.
SANISHOWER	77/173214	5/4/2007	n/a	n/a	Component Hardware Group, Inc.
CHG and Design	77/446916	4/13/2008	3590253	3/17/2009	Component Hardware Group, Inc.
FLAME GARD	77/441954	4/7/2008	3539930	12/2/2008	Component Hardware Group, Inc.
PROTECTION FOR LIFE	77/438038	4/2/2008	3512408	10/7/2008	Component Hardware Group, Inc.
SANIGUARD	77/412838	3/4/2008	3641903	6/23/2009	Component Hardware Group, Inc.
Swirl Design	77/412918	3/4/2008	3542938	12/9/2008	Component Hardware Group, Inc.
Block Design	77/090145	1/24/2007	3306090	10/9/2007	Component Hardware Group, Inc.

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Current Owner
CHG	77/090021	1/24/2007	3351018	12/11/2007	Component Hardware Group, Inc.
ENCORE	77/053204	11/29/2006	3289757	9/11/2007	Component Hardware Group, Inc.
ENCORE ELECTRONICS	77/053294	11/29/2006	3315760	10/23/2007	Component Hardware Group, Inc.
SANISHOWER	77/053017	11/29/2006	3658488	7/21/2009	Component Hardware Group, Inc.