

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.		08/05/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	280 Park Avenue
Internal Address:	22nd Floor East
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3125485	WHAT DID YOU TOUCH TODAY?
Registration Number:	3270159	GREASE DEFENDER
Registration Number:	3074482	SANIGUARD
Serial Number:	77446922	CHG
Registration Number:	3590253	CHG
Registration Number:	3539930	FLAME GARD
Serial Number:	77441698	SANIGUARD
Registration Number:	3512408	PROTECTION FOR LIFE
Registration Number:	3542938	
Registration Number:	3641903	SANIGUARD
Serial Number:	77173214	SANISHOWER
Registration Number:	3351018	CHG
Registration Number:	3306090	C

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**TRADEMARK
 REEL: 004256 FRAME: 0721**

Registration Number:	3289757	ENCORE
Registration Number:	3658488	SANISHOWER
Registration Number:	3315760	ENCORE ELECTRONICS
Serial Number:	85028856	BRITE GARD
Serial Number:	77872183	QUICK-TITE
Registration Number:	3806169	FLAME GARD
Serial Number:	77843356	FLAME GARD
Serial Number:	77842548	FLAME GARD

CORRESPONDENCE DATA

Fax Number: (704)377-8170

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ecampbell@rbh.com

Correspondent Name: Elizabeth Campbell

Address Line 1: 101 N. Tryon Street

Address Line 2: Suite 1900

Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER:	Elizabeth Campbell
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Signature:	/Elizabeth Campbell/
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Date:	08/09/2010
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Total Attachments: 5

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THIS TRADEMARK SECURITY AGREEMENT AND THE LIENS AND SECURITY INTERESTS GRANTED HEREIN ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF THE DATE HEREOF, AMONG COMPONENT HARDWARE GROUP, INC., A DELAWARE CORPORATION, CHG HOLDINGS INC., A DELAWARE CORPORATION, LIBERTY PARTNERS II, L.P., A DELAWARE LIMITED PARTNERSHIP, LIBERTY PARTNERS HOLDINGS 48, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ARES CAPITAL CORPORATION AND GE BUSINESS FINANCIAL SERVICES INC., AS ADMINISTRATIVE AGENT, TO THE SENIOR INDEBTEDNESS (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND EACH PARTY HERETO, AND ITS SUCCESSORS AND ASSIGNS, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of August 5, 2010 by **COMPONENT HARDWARE GROUP, INC.** ("**Grantor**") in favor of **ARES CAPITAL CORPORATION**, in its capacity as Collateral 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, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (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 of even date herewith 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 Grantee and 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:

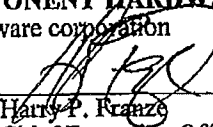
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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: Harry P. Frazee
Title: Chief Executive Officer and President

Agreed and Accepted
As of the Date First Written Above

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: Mitchell Goldstein
Title: Partner

*Signature Page to
Trademark Security Agreement*

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: Harry P. Franze
Title: Chief Executive Officer and President

Agreed and Accepted
As of the Date First Written Above

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name: Mitchell Goldstein
Title: Partner

*Signature Page to
Trademark Security Agreement*

TRADEMARK
REEL: 004256 FRAME: 0726

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
WHAT DID YOU TOUCH TODAY?	76638304	05/10/2005	3125485	8/8/06
GREASE DEFENDER	78788732	1/10/2006	3270159	7/24/07
SANIGUARD	78387960	03/20/2004	3074482	03/28/2006
CHG & Design	77446922	4/13/08	N/A	N/A
CHG & Design	77446916	4/13/08	3590253	3/17/09
FLAME GARD	77441954	4/7/08	3539930	12/2/08
SANIGUARD & Design	77441698	4/7/08	N/A	N/A
PROTECTION FOR LIFE	77438038	4/2/08	3512408	10/7/08
Design Only	77412918	3/4/08	3542938	12/9/08
SANIGUARD	77412838	3/4/08	3641903	6/23/09
SANISHOWER	77173214	5/4/07	N/A	N/A
CHG	77090021	1/24/07	3351018	12/11/07
C & Design	77090145	1/24/07	3306090	10/9/07
ENCORE	77053204	11/29/06	3289757	9/11/07
SANISHOWER	77053017	11/29/06	3658488	7/21/09
ENCORE ELECTRONICS	77053294	11/29/06	3315760	10/23/07
BRITE GARD	85028856	5/3/10	N/A	N/A
QUICK-TITE	77872183	11/13/09	N/A	N/A
FLAME GUARD	77843331	10/7/09	3806169	6/22/10
FLAME GUARD & Design	77843356	10/7/09	N/A	N/A
FLAME GUARD & Design	77842548	10/6/09	N/A	N/A