

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
Home Brands, Inc.		10/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	M&I Marshall & Ilsley Bank		
Street Address:	770 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	banking corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2964707	SHEDS USA DELIVERED BUILT GUARANTEED	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	630027.00302		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		
Date:	11/12/2010		

CH \$40.00 2964707

Total Attachments: 5

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of October 29, 2010, by and from **HOME BRANDS, INC.**, a Delaware corporation and formerly a New Hampshire corporation which was reincorporated in Delaware (the "Assignor"), whose principal address is 755 Banfield Road, Portsmouth, New Hampshire 03801, to and in favor of **M&I MARSHALL & ILSLEY BANK**, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202, as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated February 9, 2007, as amended, by and among Backyard Leisure Holdings, Inc., Backyard Adventures, Inc., Leisure Time Products, Inc. and the Assignor as borrowers (collectively, the "Borrowers"), Assignee and the Lenders, as amended or amended and restated from time to time.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the trademarks and the goodwill of the business in connection therewith (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Trademarks and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

HOME BRANDS, INC.

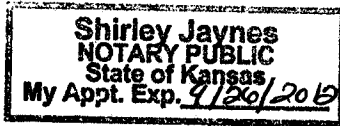
By: Donald J. Hutz
Name: Donald J. Hutz
Title: CFO

STATE OF Kansas)
) SS.
Crawford COUNTY)

Donna J. Hotz, known to me to be the
CFO of HOME BRANDS, INC.,
personally came before me this 29 day of October, 2010, and
executed or acknowledged to me that he executed the foregoing Confirmatory
Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on
behalf of HOME BRANDS, INC. and pursuant to authority duly received.

(SEAL)


Shirley Jaynes
Notary Public, State of Kansas
My Commission _____



CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
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Exhibit A - SCHEDULE OF TRADEMARKS

U.S. TRADEMARKS

Trademark	Registration No.	Issue Date	Goods / Int. Class No.
SHEDS USA and design 	2,964,707	July 5, 2005	Prefabricated non-metal storage sheds and gazebos (Int. Cl. 19) Construction and installation of non-metal storage sheds and gazebos (Int. Cl. 37)