

## 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
Homewerks Worldwide, LLC		07/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3873724	HW	
Registration Number:	3994801	HOMEWERKS WORLDWIDE	
Registration Number:	3952372	HW HOMEWERKS WORLDWIDE	
Registration Number:	3952368	HW HOMEWERKS WORLDWIDE MAKING HOMES WORK. INSIDE AND OUT.	
Registration Number:	3368822	HW	
Registration Number:	3697948	GRIPNGO PUSH. GRIP. GO.	
Registration Number:	3697947	HW	
Serial Number:	77602514	HW HOMEWERKS WORLDWIDE	
Serial Number:	77602500	HW HOMEWERKS WORLDWIDE MAKING HOMES WORK. INSIDE AND OUT.	
Serial Number:	77602504	HOMEWERKS WORLDWIDE	
Serial Number:	77783707	GRIPWERKS GRIP. PUSH. WERK.	
Registration Number:	3887670	5 MINUTE FAUCET	

Registration Number:

3909395

HOMEWERKS WORLDWIDE

**CORRESPONDENCE DATA**

Fax Number:

3128035299

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone:

(312) 845-3430

Email:

kalwa@chapman.com

Correspondent Name:

Richard Kalwa

Address Line 1:

111 West Monroe Street

Address Line 2:

Chapman and Cutler LLP

Address Line 4:

Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1684521

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

08/06/2012

Total Attachments: 5

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## TRADEMARK COLLATERAL AGREEMENT

This 30th day of July, 2012, HOMEWERKS WORLDWIDE, LLC, a Delaware limited liability company ("*Company*") with its principal place of business and mailing address at 500 Bond Street, Lincolnshire, Illinois 60069 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, assigns to BMO HARRIS BANK N.A., a national banking association, with its mailing address at 111 West Monroe, Chicago, Illinois 60603, and its successors and assigns ("*Lender*"), and grants to Lender a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark registration application listed on Schedule A hereto (each, a "*Trademark*"), and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any Trademark or by reason of injury to the goodwill associated with any such Trademark, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Company and each of its Subsidiaries which may be party to and as set out in that certain Credit and Security Agreement bearing even date herewith between Company and Lender, as the same may be amended, modified, or restated from time to time (the "*Credit and Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Company for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Company's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Company does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the collateral assignment and security interest in the Trademarks, made and granted hereby are more fully set forth in the Credit and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Company has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HOMERWORKS WORLDWIDE, LLC

By Richard Wild  
Name Richard Wild  
Title CFO

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

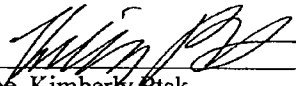
IN WITNESS WHEREOF, Company has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HOMEWERKS WORLDWIDE, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.





By  \_\_\_\_\_  
Name Kimberly Ptak  
Title Vice President \_\_\_\_\_


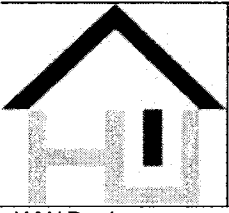





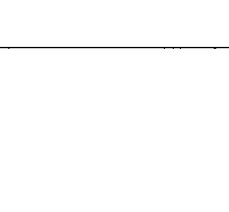
[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

Mark	Country	Application No./Date/Type	Registration No./Date
HW Design 	US	77177925 5/10/2007  Intent to Use (1(b))	3873724 11/9/2010
Homewerks Worldwide	US	78947556 8/8/2006  Intent to Use (1(b))	3994801 7/12/2011
HW Homewerks WW 	US	78947602 8/8/2006  Intent to Use (1(b))	3952372 4/26/2011
HW Homewerks WW 	US	78924037 7/6/2006  Intent to Use (1(b))	3952368 4/26/2011
HW Design 	US	77177867 5/10/2007  Use-Based (1(a))	3368822 1/15/2008

Mark	Country	Application No./Date/Type	Registration No./Date
Grip n Go 	US	77602527 10/28/2008  Use-Based (1(a))	3697948 10/20/2009
House Design 	US	77602490 10/28/2008  Use-Based (1(a))	3697497 10/20/2009
Homewerks WW Design 	US	77602514 10/28/2008  Use-Based (1(a))	
HW Homewerks WW 	US	77602500 10/28/2008  Use-Based (1(a))	
Homewerks Worldwide 	US	77602504 10/28/2008  Use-Based (1(a))	
GRIPWERKS Design 	US	77783707 7/17/2009  ITU (1(b))	3784484 11/9/2010
FIVE MINUTE FAUCET 	US	77839834 10/1/2009  ITU (1(b))	3887670 12/7/2010
Homewerks Worldwide 	US	78981439 08/08/2006	3909395 01/18/2011