

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
Fromm International Inc.		07/24/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 W. Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3549824	ANDRÉ
Registration Number:	1753948	BIG VOLUME
Registration Number:	0597141	CLIPPER-MATE
Registration Number:	3112991	COLORSAFE
Registration Number:	0949766	DIANE
Registration Number:	3613281	DURAGUARD
Registration Number:	3150951	EDGE-AHEAD
Registration Number:	1413074	FROMM
Registration Number:	1330571	GROOMERS CHOICE
Registration Number:	1830385	HIGH VOLUME
Registration Number:	3613692	INVIGORATORS!
Registration Number:	1653112	MEBCO
Registration Number:	2908071	PERFECT RESULTS
Registration Number:	3647076	SALON ELEMENTS

OP \$465.00 3549824

Registration Number:	2619045	SMARTSTEEL
Registration Number:	3513885	SOFTEES
Registration Number:	2437056	ULTRALIGHT
Registration Number:	1547444	VOLUME

CORRESPONDENCE DATA

Fax Number: 3122757557
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-836-4068
Email: kcopp@shesfiskylaw.com
Correspondent Name: Kimberly M. Copp
Address Line 1: 111 East Wacker Drive
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	KMC/PXS-029503-00026
NAME OF SUBMITTER:	Kimberly M. Copp
Signature:	/s/ Kimberly M. Copp
Date:	07/25/2013

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

On this 24th day of July 2013, FROMM INTERNATIONAL INC., an Illinois corporation (the "*Debtor*"), with its principal place of business and mailing address at 603 Dempster Street, Mt. Prospect, Illinois 60056, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association with its mailing address at 111 W. Monroe, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, all right, title and interest of Debtor in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; 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, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure payment and performance of all Obligations of Debtor as set out in that certain General Security Agreement bearing even date herewith between Debtor and the Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor 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 Debtor'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 Secured Party 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.

This Trademark Collateral Agreement evidences a security interest and shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of the Debtor's ownership interest in any of the trademarks and trademark applications listed on Schedule A, except as a result of the Secured Party's exercise of any rights and remedies during the existence of an Event of Default (as that term is defined in the Security Agreement). Until and unless the Secured Party acquires ownership of the trademarks or trademark applications listed on Schedule A as a result of the exercise of any such rights and remedies, Debtor retains the ownership rights, the rights to use, and the rights to maintain and renew the trademarks or trademark applications listed on Schedule A. The security interest granted hereunder shall be released at the expense

and request of the Debtor upon payment in full of the Obligations concurrently with the release of the security interests granted under the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the internal laws of the State of Illinois without regard to principles of conflicts of laws. This Trademark Collateral Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

[Signature Page to Follow]

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

FROMM INTERNATIONAL INC.

By: Kevin Johnson
Name: Kevin Johnson
Title: President

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

BMO HARRIS BANK N.A.

By: _____
Name: Andre Bonakdar
Title: Director

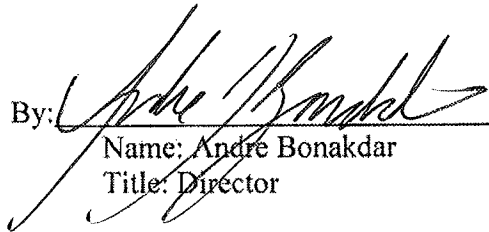
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FROMM INTERNATIONAL INC.

By: _____
Name: _____
Title: _____

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

BMO HARRIS BANK N.A.

By:  _____
Name: Andre Bonakdar
Title: Director

**SCHEDULE A
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARKS

TRADEMARK	COUNTRY	STATUS	REGISTRATION / SERIAL NO.	REGISTRATION / FILING DATE	NEXT RENEWAL
ANDRE	USA	Registered	3549824	12/23/2008	12/23/2013
BIG VOLUME	USA	Registered	1753948	02/23/1993	02/23/2022
CLIPPER-MATE	USA	Registered	597141	10/19/1954	10/19/2013
COLORSAFE	USA	Registered	3112991	07/04/2006	07/04/2015
DIANE (STYLIZED)	USA	Registered	949766	01/02/1973	01/02/2022
DURAGUARD	USA	Registered	3613281	04/28/2009	04/28/2014
EDGE-AHEAD	USA	Registered	3150951	10/03/2006	10/03/2015
FROMM	USA	Registered	1413074	10/14/1986	10/14/2015
GROOMERS CHOICE	USA	Registered	1330571	04/16/1985	04/16/2014
HIGH VOLUME	USA	Registered	1830385	04/12/1994	04/12/2014
INVIGORATORS!	USA	Registered	3613692	04/28/2009	04/28/2014
MEBCO	USA	Registered	1653112	08/06/1991	08/06/2020
PERFECT RESULTS	USA	Registered	2908071	12/07/2004	12/07/2013
SALON ELEMENTS	USA	Registered	3647076	06/30/2009	06/30/2014
SMARTSTEEL	USA	Registered	2619045	09/10/2002	09/10/2021
SOFTEES	USA	Registered	3513885	10/07/2008	10/07/2013
ULTRALIGHT	USA	Registered	2437056	03/20/2001	03/20/2020
VOLUME	USA	Registered	1547444	07/11/1989	07/11/2018
FROMM	MEXICO	Registered	353981	08/05/2003	08/05/2023