

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363939

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Budget Blinds, LLC		11/30/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3035660	A STYLE FOR EVERY POINT OF VIEW	
<b>Registration Number:</b>	3722042	ABOUT STYLE	
<b>Registration Number:</b>	4485900	BB COMMERCIAL SOLUTIONS	
<b>Registration Number:</b>	4592370	BB COMMERCIAL SOLUTIONS	
<b>Registration Number:</b>	2688527	BUDGET BLINDS	
<b>Registration Number:</b>	1813191	BUDGET BLINDS	
<b>Registration Number:</b>	3437368	ILLUSIONS	
<b>Registration Number:</b>	4393124	INSPIRED DRAPES	
<b>Registration Number:</b>	4318315	ID INSPIRED DRAPES	
<b>Registration Number:</b>	4688597	LATOIR	
<b>Registration Number:</b>	3652810	LATOIR	
<b>Registration Number:</b>	4577554	SERVICE IS ALWAYS IN STYLE	
<b>Registration Number:</b>	3549272	SIGNATURE MURANO	
<b>Registration Number:</b>	3393775	SIGNATURE SERIES	
<b>Registration Number:</b>	3431852	SIGNATURE SERIES BY BUDGET BLINDS	
<b>Serial Number:</b>	86809515	SIGNATURE BASICS	
<b>Serial Number:</b>	86809547	SIGNATURE SELECT	
<b>Serial Number:</b>	86825011	SMART BLINDS	
<b>Serial Number:</b>	86825002	SMART SHADES	
<b>TRADEMARK</b>			

CH \$565.00 3035660

Property Type	Number	Word Mark
Serial Number:	86825027	SMART WINDOW COVERINGS
Serial Number:	86809320	UMBRIA COLLECTION
Serial Number:	85687876	BB COMMERCIAL SOLUTIONS

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061

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

**Phone:** 312-577-8438

**Email:** raquel.haleem@kattenlaw.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	387132-129
<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	11/30/2015

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2015, is made by Budget Blinds, LLC, a California limited liability company, ("Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor that is a Credit Party has agreed, pursuant to that certain Guaranty and Security Agreement dated as of November 30, 2015 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (other than Excluded Property), including, without limitation, the Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without

limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**BUDGET BLINDS, LLC**, a California limited liability company, as Grantor

By:   
Name: Shirin Behzadi  
Title: Chief Executive Officer

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Type	Status	Jurn	SN/RN
Budget Blinds	A STYLE FOR EVERY POINT OF VIEW	Word	Registered	US	3035660
Budget Blinds	ABOUT STYLE	Word	Registered	US	3722042
Budget Blinds	BB COMMERCIAL SOLUTIONS	Word	Registered	US	85687876
Budget Blinds	BB COMMERCIAL SOLUTIONS [Lateral logo]	Logo	Registered	US	4485900
Budget Blinds	BB COMMERCIAL SOLUTIONS [Stacked logo]	Logo	Registered	US	4592370
Budget Blinds	BUDGET BLINDS	Logo	Registered	US	2688527
Budget Blinds	BUDGET BLINDS	Word	Registered	US	1813191
Budget Blinds	ILLUSIONS	Word	Registered	US	3437368
Budget Blinds	INSPIRED DRAPES	Word	Registered	US	4393124
Budget Blinds	ID INSPIRED DRAPES	Logo	Registered	US	4318315
Budget Blinds	LATOUR (Principal Register)	Word	Registered	US	4688597
Budget Blinds	LATOUR (Supplemental Register)	Word	Registered	US	3652810
Budget Blinds	SERVICE IS ALWAYS IN STYLE	Word	Registered	US	4577554
Budget Blinds	SIGNATURE MURANO	Word	Registered	US	3549272
Budget Blinds	SIGNATURE SERIES	Word	Registered	US	3393775
Budget Blinds	SIGNATURE SERIES BY BUDGET BLINDS	Word	Registered	US	3431852

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Status</u>	<u>Serial/Application Number</u>	<u>Jurisdiction</u>	<u>Intent to Use Application</u>
SIGNATURE BASICS	Pending	86809515	U.S. Principal Register	Yes
SIGNATURE SELECT	Pending	86809547	U.S. Principal Register	Yes
SMART BLINDS	Pending	86825011	U.S. Principal Register	Yes
SMART SHADES	Pending	86825002	U.S. Principal Register	Yes
SMART WINDOW COVERINGS	Pending	86825027	U.S. Principal Register	Yes
UMBRIA COLLECTION	Pending	86809320	U.S. Principal Register	Yes