

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544998

<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>
HDS TRADING CORP.		09/30/2019	Corporation:
VHF REALTY, LLC		09/30/2019	Limited Liability Company:
VHF1575 LLC		09/30/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Israel Discount Bank of New York		
<b>Street Address:</b>	511 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4289361	HOME BASICS	
<b>Registration Number:</b>	5060085	HOME BASICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<i>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.</i>			
<b>Phone:</b>	4048853155		
<b>Email:</b>	austin.padgett@troutman.com		
<b>Correspondent Name:</b>	Austin Padgett		
<b>Address Line 1:</b>	600 Peachtree St. NE, Suite 3000		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	247372.23 TM SI		
<b>NAME OF SUBMITTER:</b>	Austin Padgett		
<b>SIGNATURE:</b>	/Austin Padgett/		
<b>DATE SIGNED:</b>	10/14/2019		
<b>Total Attachments: 5</b>			
source=IDB_HDS - Intellectual Property Security Agreement (FULLY EXECUTED) (2)#page1.tif			

CH \$65.00 4289361

source=IDB\_HDS - Intellectual Property Security Agreement (FULLY EXECUTED) (2)#page2.tif  
source=IDB\_HDS - Intellectual Property Security Agreement (FULLY EXECUTED) (2)#page3.tif  
source=IDB\_HDS - Intellectual Property Security Agreement (FULLY EXECUTED) (2)#page4.tif  
source=IDB\_HDS - Intellectual Property Security Agreement (FULLY EXECUTED) (2)#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) is dated as of the 30th day of September, 2019, and executed by HDS TRADING CORP., a New York corporation (“**HDS**”), VHF REALTY, LLC, a New Jersey limited liability company (“**VHF Realty**”), VHF1575 LLC, a New Jersey limited liability company (“**VHF**”; HDS, VHF Realty and VHF are sometimes hereinafter referred to individually as a “**Grantor**” and collectively as the “**Grantors**”), in favor of ISRAEL DISCOUNT BANK OF NEW YORK (the “**Secured Party**”).

Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in that certain Credit Agreement dated as of September 30, 2019 (as amended, restated, amended and restated, replaced, extended, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), among the Grantors, as “**Borrowers**” thereunder, and the Secured Party.

Subject to the terms of the Security Agreement, each Grantor has granted, and hereby grants to the Secured Party a continuing security interest in, lien on and right of set-off against, all of such Grantor’s right, title and interest in and to (a) the United States patents and patent applications described on Schedule 1 attached hereto and made a part hereof, (b) the United States trademarks and trademark applications described on Schedule 2 attached hereto and made a part hereof, and (c) the United States copyrights and copyright applications described on Schedule 3 attached hereto and made a part hereof, in each case, to secure the payment and performance of the Obligations. Each Grantor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this IP Security Agreement upon request by the Secured Party.

This IP Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, except as otherwise required by mandatory provisions of law and except to the extent that remedies provided by the laws of any jurisdiction other than New York are governed by the laws of such jurisdiction.

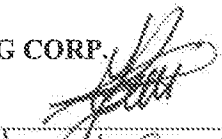
This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

The provisions of this IP Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The first two sentences of Section 8.05 of the Credit Agreement (regarding successors and assigns) shall apply hereto, mutatis mutandis. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

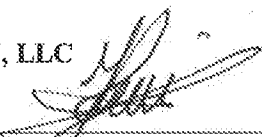
[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer, all as of the date first above written.

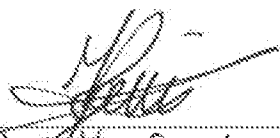
HDS TRADING CORP.

By:   
Name: Victor H Guindi  
Title: President

VHF REALTY, LLC

By:   
Name: Victor H Guindi  
Title: Managing Member

VHF1575 LLC

By:   
Name: Victor H Guindi  
Title: Managing Member

SCHEDULE 1  
TO IP SECURITY AGREEMENT

REGISTERED PATENTS AND APPLICATIONS

<b>Patent</b>	<b>Patent No.</b>	<b>Date</b>
Shower Caddy	D603198	11/03/2009
Bathroom Basket	D612648	3/30/2010
Door Hook Assembly	D616232	5/25/2010
Bathroom Caddy	D616235	5/25/2010
Shower Caddy	D617128	6/8/2010
Toilet Tissue Holder	D618021	6/22/2010
Toilet Tissue Holder	D619839	6/20/2010
Corner Shelf	D620293	7/27/2010
Paper Towel Holder	D628836	12/14/2010
Letter Rack	D628842	12/14/2010
Utensil Holder	D628858	12/14/2010
Mug Tree	D628865	12/14/2010
Trivet	D631283	1/25/2011
Fruit Basket	D633755	3/8/2011
Over Door Rack	D634938	3/29/2011
Standup Napkin Holder	D634987	3/29/2011
Flat Napkin Holder	D640510	6/28/2011
Toilet Tissue Holder	D647744	11/1/2011
Toilet Tissue Holder	D647745	11/1/2011
Bathroom Caddy	D647747	11/1/2011
Stand Up Napkin Holder	D652267	1/17/2012
Utensil Holder	D652268	1/17/2012
Flat Napkin Holder	D652688	1/24/2012
Mug Tree	D652697	1/24/2012
Paper Towel Holder	D653889	2/14/2012
Over Door Rack	D654737	2/28/2012
Trivet	D663995	7/24/2012
Storage Basket	D728255	5/5/2015
Shopping Bag Organizer	D756680	5/24/2016
Storage Basket	D757457	5/31/2016
Utensil Holder	D764238	8/23/2016
Banana Holder	D766046	9/13/2016
Mug Tree	D766052	9/13/2016
Cutlery Holder	D774845	12/27/2016

SCHEDULE 2  
TO IP SECURITY AGREEMENT

REGISTERED TRADEMARKS AND APPLICATIONS

TM/AN/RN/Disclaimer	Status/Key Dates	Full Goods/Services
<p>HOME BASICS RN: 4289361 SN: 77957913 Disclaimer: "HOME"</p>	<p>Registered 8 &amp; 15 March 3, 2018 Int'l Class: 11,20,21,22 First Use: June 1, 2010 Filed: March 12, 2010 Registered: February 12, 2013</p>	<p>(Int'l Class: 11) shower heads with massage settings (Int'l Class: 20) kitchen pantry ware and organizational products, namely, kitchen shelving; laundry products, namely, clothes hampers and clothes drying racks; closet storage and organizational products, namely, clothes hangers, wood and plastic storage boxes, storage closets, non-metal clothes hooks and shoe racks; furniture, namely, folding tables and glass shelving (Int'l Class: 21) kitchen pantry ware and organizational products, namely, paper towel holders, napkin holders, cutlery holders, and dish drainers; laundry products, namely, ironing boards, and ironing board covers; cookware, namely, frying pans, cooking pots, sauce pans, calderos, and cooking pot sets; bathroom accessories, namely, shower caddies, toilet tissue holders, toilet brushes and waste bins (Int'l Class: 22) laundry bags</p>
<p>HOME BASICS RN: 5060085 SN: 86441439 Disclaimer: "HOME"</p>	<p>Registered October 11, 2016 Int'l Class: 07,11 First Use: January 1, 2016 Filed: October 31, 2014</p>	<p>(Int'l Class: 07) electric mixers, electric food processors, electric food blenders, electric food slicers, electric food choppers, electric can openers and electric coffee grinders (Int'l Class: 11) electric food warmers, electric frying pans, electric griddles, electric steamers, electric rice cookers, electric yogurt makers, electric coffee makers, electric waffle irons, electric tea kettles; electric dispensers for air fresheners, humidifiers, dehumidifiers</p>

SCHEDULE 3  
TO IP SECURITY AGREEMENT

REGISTERED COPYRIGHTS AND APPLICATIONS

None.