

RECORDATION FORM COVER
TRADEMARKS

06-29-1999

IMMERC
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4-9-99



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To the Honorable Commissioner of Patents and Trademarks: Please record.

101082097

recf.

4-9-99 MFD

1. Name of conveying party(ies):

Empire Home Services, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other liability corporation
- Association
- Limited Partnership
- Delaware limited

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 04/01/99

2. Name and address of receiving party(ies):

Name: LaSalle National Bank, as Agent

Internal Address: _____

Street Address: 135 S. LaSalle Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association National banking
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

6-29-99

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,666,975
PA 369 999

1,542,913
1,538,469

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Meredith A. Parsons

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive

Suite 5800

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41):..... \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

04/15/99 JSHABAZZ 00000102 1666975

DO NOT USE THIS SPACE

01 FC: 401
02 FC: 402

40.00 OP
75.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Meredith A. Parsons

Name of Person Signing

Signature

04/08/99

Date

Total number of pages comprising cover sheet: _____

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 1, 1999, by EMPIRE HOME SERVICES, LLC, a Delaware limited liability company ("Grantor"), in favor of LASALLE NATIONAL BANK, as Agent, and the Banks referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; terms used but not defined herein are used as defined in the Credit Agreement) or the Security Agreement (as defined below) by and among Grantor, the Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Banks, the Banks have agreed to make the Loans and issue or participate in letters of credit for the benefit of Grantor;

WHEREAS, Agent and the Banks are willing to make the Loans and to issue or participate in letters of credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Banks, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Banks, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. As security for the payment of all Liabilities, Grantor hereby grants to Agent, on behalf of itself and the Banks, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Banks, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

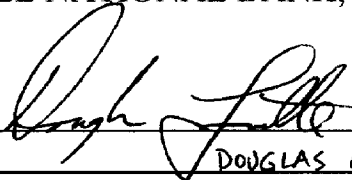
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EMPIRE HOME SERVICES, LLC

By: 
Name: Chris Stakes
Title: MANAGER

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE NATIONAL BANK, as Agent

By: 
Name: DOUGLAS LOVETTE
Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)

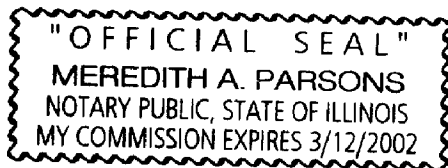
COUNTY OF Cook)

ss.

On this 1st day of April, 1999, before me personally appeared Chris Stokes, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EMPIRE HOME SERVICES, LLC, who being by me duly sworn did depose and say that he is an authorized member of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Meredith A. Parsons
Notary Public

{seal}



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Empire Today, Carpet Tomorrow	1,666,975	12/3/91
Empire (jingle)	PA 369 993	4/29/88
Common law rights to the following cancelled marks:		
Empire	1,542,913	6/6/89
Empire Home Services, Inc. (and Design)	1,538,462	5/9/89

Trademark Applications

Debtor intends to apply for registration of the cancelled marks listed above.

Trademark Licenses

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		