

10-05-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/04/1999 JSHABAZZ 00000039 1558462

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FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001969 FRAME: 0648

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:


Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Meredith A. Parsons



09/29/99

Name of Person Signing

Signature

Date Signed

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.

WITNESSETH:

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]

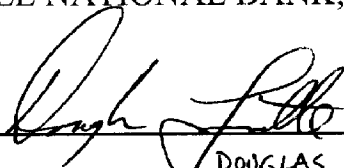
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EMPIRE HOME SERVICES, LLC

By: 
Name: Chris Stokes
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}



LATHAM & WATKINS

HONG KONG OFFICE

23RD FLOOR
STANDARD CHARTERED BANK BUILDING
4 DES VOEUX ROAD CENTRAL, HONG KONG
TELEPHONE + 852-2905-6400
FAX + 852-2905-6940

LONDON OFFICE

ONE ANGEL COURT
LONDON EC2R 7HJ ENGLAND
TELEPHONE + 44-171-374 4444
FAX + 44-171-374 4460

LOS ANGELES OFFICE

633 WEST FIFTH STREET, SUITE 4000
LOS ANGELES, CALIFORNIA 90071-2007
TELEPHONE (213) 485-1234
FAX (213) 891-8763

MOSCOW OFFICE

ULITSA GASHEKA, 7, 9TH FLOOR
MOSCOW 125047, RUSSIA
TELEPHONE + 7-095 785-1234
FAX + 7-095 785-1235

NEW JERSEY OFFICE

ONE NEWARK CENTER, 16TH FLOOR
NEWARK, NEW JERSEY 07101-3174
TELEPHONE (973) 639-1234
FAX (973) 639-7298

NEW YORK OFFICE

885 THIRD AVENUE, SUITE 1000
NEW YORK, NEW YORK 10022-4802
TELEPHONE (212) 908-1200
FAX (212) 751-4864

ATTORNEYS AT LAW
SEARS TOWER, SUITE 5800
CHICAGO, ILLINOIS 60606
TELEPHONE (312) 876-7700
FAX (312) 993-9767

PAUL R. WATKINS (1899 - 1973)
DANA LATHAM (1898 - 1974)

ORANGE COUNTY OFFICE

650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CALIFORNIA 92626-1925
TELEPHONE (714) 540-1235
FAX (714) 755-8290

SAN DIEGO OFFICE

701 "B" STREET, SUITE 2100
SAN DIEGO, CALIFORNIA 92101-8197
TELEPHONE (619) 236-1234
FAX (619) 696-7419

SAN FRANCISCO OFFICE

505 MONTGOMERY STREET, SUITE 1900
SAN FRANCISCO, CALIFORNIA 94111-2562
TELEPHONE (415) 391-0600
FAX (415) 395-8095

SILICON VALLEY OFFICE

75 WILLOW ROAD
MENLO PARK, CALIFORNIA 94025-3856
TELEPHONE (650) 328-4600
FAX (650) 463-2600

TOKYO OFFICE

INFINI AKASAKA, 8-7-15, AKASAKA, MINATO-KU
TOKYO 107, JAPAN
TELEPHONE +813-3423-3970
FAX +813-3423-3971

WASHINGTON, D.C. OFFICE

1001 PENNSYLVANIA AVE., N.W., SUITE 1300
WASHINGTON, D.C. 20004-2505
TELEPHONE (202) 637-2200
FAX (202) 637-2201

FILE NO. 027789-0000

VIA FEDERAL EXPRESS

Commissioner of Patents
and Trademarks
1213 Jefferson Davis Hwy
Suite 320
Washington, D.C. 20231

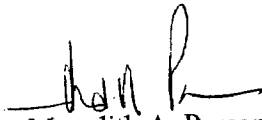
Re: Trademark Security Agreement dated as of April 1, 1999, by Empire
Home Services, LLC in favor of LaSalle National Bank, as Agent

Dear Madam/Sir:

Enclosed is the above-referenced document for recordation. I have enclosed a check in the amount of \$115.00 to cover the recordation fee. Please arrange to have this document recorded and returned to me.

I can be reached at (312) 876-7676 if you have any questions concerning the enclosed document.

Sincerely,


Meredith A. Parsons
of Latham & Watkins

Enclosures

TRADEMARK
REEL: 001969 FRAME: 0654

Voucher #	Invoice #	Date	Invoice Amount	Invoice Description	Amount Paid
272594	40899	04/08/99	115.00		115.00
Ref Id:					
Acct. Loc.	Vendor #	Vendor Name	Date of Payment	Check #	Amount Paid
CH	019220	U S COMMISSIONER OF PATENTS	04/08/99	523576	115.00

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Latham & Watkins
Attorneys at Law
Chicago Operating Account
Sears Tower, Suite 5800
Chicago, Illinois 60606-6401
Telephone (312) 876-7700 EIN 95-2018373

Citibank, F.S.B.
Chicago, IL 60603
2-708/8710

Check Date	Check No.
04/08/99	523576

Check Amount
\$*****115.00

PAY ONLY: One Hundred Fifteen and 00/100 DOLLAR

PAY TO THE ORDER OF: U S COMMISSIONER OF PATENTS
AND TRADEMARKS
BOX ASSIGNMENTS
WASHINGTON, DC 20231

Rusan P Wong

FORM NO. 4862L
COPYRAN- ANTI-FRAUD PROTECTION PATENTS 4,210,346; 4,227,720; 4,316,180; 5,197,788; 5,340,128

⑈ 5 2 3 5 7 6 ⑈ ⑆ 2 7 1 0 7 0 8 0 1 ⑆ 0 9 8 0 0 2 3 2 4 9 ⑈

Commissioner of Patents and Trademarks

April 8, 1999

Page 2

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		