

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIO ACQUISITION, INC.		10/20/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	AIO INVESTMENT LLC
Street Address:	500 NORTH AKARD
Internal Address:	SUITE #3950
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2588425	SPACE SAVER 1

CORRESPONDENCE DATA	
Fax Number:	(214)969-5100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214 969-4864
Email:	mmcmullen@jonesday.com
Correspondent Name:	JONES DAY
Address Line 1:	2727 NORTH HARWOOD STREET
Address Line 4:	DALLAS, TEXAS 75201-1515

ATTORNEY DOCKET NUMBER:	925222060020
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NAME OF SUBMITTER:	MICHELLE MCMULLEN
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Total Attachments: 4
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CH \$40.00 2588425

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2003, made by AIO ACQUISITION, INC., a Delaware corporation (the "Grantor"), in favor of AIO INVESTMENT LLC (together with its successors and assigns, the "Lender").

WITNESSETH:

WHEREAS, as evidenced by the Secured Promissory Note dated October 20, 2003, in the original principal amount of \$6,000,000, executed by the Grantor and payable to the order of the Lender (as amended, modified, supplemented, restated, renewed, extended, increased or replaced from time to time, the "Note"), the Lender is making a loan to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor owns the trademarks and trademark applications identified on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors signatory thereto and the Lender, the Grantor has assigned and transferred to the Lender and has granted to the Lender a security interest in all assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and applications, trademark licenses, and all proceeds thereof as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby assigns and transfers to the Lender, and hereby grants to the Lender a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

- (1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, words, terms, names, symbols and devices and all combinations thereof and all other source or business identifiers, and all goodwill of the business connected with the use thereof as symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, including, without limitation, those listed in Schedule 1 annexed hereto, and the right to obtain all renewals and extensions thereof (collectively, the "Trademarks");

- (2) all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those listed in Schedule 1 annexed hereto, and all renewals and extensions thereof (collectively, the "Trademark Licenses"); and
- (3) all products, royalties and Proceeds (as defined in the Security Agreement) of or received in connection with the foregoing, and all claims and rights to sue at law or in equity for past, present or future (a) infringement, dilution or other impairment of any Trademark or Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark License, including the right to receive all proceeds and damages from the foregoing.

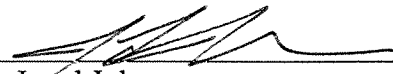
Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

AIO ACQUISITION, INC.

By: 
Name: Jared Johnson
Title: President

Schedule 1
to Trademark
Security Agreement

TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES

<u>Mark</u>	<u>Date of Registration</u>	<u>Registration No.</u>	<u>Serial Number</u>	<u>First Use</u>
Space Saver 1	March 20, 2002	2,588,425	76-323,496	July 1, 1989