



08-11-2004



102811551

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form ~~PTO-1594~~ (Rev. 03/04) R
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PHOENIX BRANDS LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company - Delaware

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

3. Nature of conveyance:

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

Execution Date: January 12, 2004

2. Name and address of receiving party(ies)

Name: AmSouth Bank, as agent, c/o AmSouth Capital Corp.

Internal

Address:

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

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

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

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

A. Trademark Application No.(s)

76/509631

B. Trademark Registration No.(s)

1,582,173

Additional number(s) attached Yes No

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

Name: Paul Somelofske

Internal Address: Kaye Scholer LLP

6TOW11 00000126 76509631

40.00 OP
275.00 OP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022-3598

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41).....\$ 315.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Paul Somelofske

Name of Person Signing

Paul Somelofske
Signature

August 5, 2004
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**CONTINUATION OF SECTION 4.A. AND 4.B.
(Trademark Application No.(s) and Trademark Registration No.(s))**

TRADEMARKS APPLICATION NO.(S)

<u>Trademark</u>	<u>Application Date</u>	<u>Application No.</u>
NIAGARA		76/509631
NIAGARA EASY IRON		76/509333

TRADEMARKS REGISTRATION NO.(S)

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Final Touch		1,582,173
Final Touch		736,986
RIT		2612465
RIT		365792
DESIGN-IT		1517720
FAST-FADE		1647831
WHITE-WASH		1644203
NIAGARA		1461587
Iron Device		2354369
PROFESSIONAL FINISH		1753432

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Phoenix Brands LLC (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered or filed with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein are parties to the Loan and Security Agreement dated as of January 12, 2004, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated as of January 12, 2004 (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is c/o AmSouth Capital Corp., 599 Lexington Avenue, New York, New York 10022.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 12th day of January, 2004.

PHOENIX BRANDS LLC

By: 

Name: MARK LANDRY

Title: CHIEF EXECUTIVE OFFICER

30820586.WPD

TRADEMARK
REEL: 003024 FRAME: 0168

SCHEDULE 2-A TO GRANT OF SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Fjnal Touch		TMA 122161
Final Touch		1,582,173
Einal Touch		736,986
RIT		1521044
RIT		A210744
RIT		A210745
RIT		TMDA22986
RIT		518181
RIT		164034
RIT		94/008193
RIT		7132
RIT		4078172
RIT		3285669
RIT		504639
RIT		84441
RIT		84440
RIT		84439
RIT		59121
RIT		A2693R
RIT		1587/37/1
RIT		1587/37/2
RIT		68/3651
RIT		384457
RIT		2612465
RIT		365792
DESIGN-IT		1517720
FAST-FADE		1647831
WHITE-WASH		1644203
RIT		13776
NIAGARA		1660316
NIAGARA		1614955
NIAGARA		12504
NIAGARA		2878
NIAGARA		9289
NIAGARA		102257
NIAGARA		4168
NIAGARA		UCA37303

30820586.WPD

NIAGARA	512871
NIAGARA	205319
NIAGARA	47892
NIAGARA	4631/94
NIAGARA	203/116
NIAGARA	320171
NIAGARA	84314
NIAGARA	33423
NIAGARA	09385
NIAGARA	9292
NIAGARA	24856
NIAGARA	5902
NIAGARA	74696
NIAGARA	2514
NIAGARA	25683
NIAGARA	1461587
NIAGARA	(76/509631)
NIAGARA EASY IRON	(76/509333)
Iron Device	2354369
PROFESSIONAL FINISH	1753432
NIAGARA	38886f