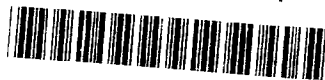


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Form PTO-1594 (Rev. 03/01) 8/1/04  
OMB No. 0651-0027 (exp. 5/31/2002)  
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RECO TRADEMARK 102814135

DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

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

3. Nature of conveyance:

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

Execution Date: July 29, 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)

76/523,040

B. Trademark Registration No.(s)

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

08/13/2004 01 FC:8521  
NBETACHE 00000086 76523040

40.00

Street Address: 425 Park Avenue

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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

Signature

8/10/04  
Date

Total number of pages including cover sheet, attachments, and document: 4

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

ASSIGNMENT FOR SECURITY

(TRADEMARK)

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

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, as amended and restated on July ~~29~~, 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 reaffirmed by the Assignor as of July \_\_, 2004, and 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 Trademark, together with the goodwill of the business symbolized by the Trademark 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 29 day of July, 2004.

PHOENIX BRANDS I.L.C

By:   
Name: Sanjiv Mehra  
Authorized Signatory

SCHEDULE 2-A TO GRANT OF SECURITY

Trademark

Trademark  
SUN GUARD

Reg. Date

Reg. No.  
76/523,040

30924947.WPD

RECORDED: 08/11/2004

TRADEMARK  
REEL: 003026 FRAME: 0981