

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zoots Corporation		04/01/2005	CORPORATION: DELAWARE
Delivery L.L.C.		04/01/2005	Limited Liability Company: DELAWARE
Widmer's, LLC		04/01/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NewStar CP Funding LLC
Street Address:	500 Boylston Street
Internal Address:	Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2319767	CLEAN'R CLEANER
Registration Number:	2349023	CLEAN'R CLEANER
Registration Number:	2282160	ZOOTS
Registration Number:	2428729	ZOOTS
Registration Number:	2424206	CLEANING DONE RIGHT, OR IT'S FREE!
Registration Number:	2424224	CLEANING DONE RIGHT
Registration Number:	2531179	THE CLEANER CLEANER
Registration Number:	2531165	ZOOTS THE CLEANER CLEANER
Registration Number:	2443405	ZOOTS.COM
Registration Number:	2531721	ZOOTS.COM THE CLEANER CLEANER

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Registration Number:	2620975	ZOOTS THE CLEANER CLEANER
Registration Number:	2620976	ZOOTS
Registration Number:	2631264	ZOOTS
Registration Number:	2005666	CLEANER OPTIONS
Registration Number:	2677506	CLEANER BY NATURE
Serial Number:	76602076	AUTOMATED ZOOTS MACHINE
Serial Number:	76602173	ZOOTS MACHINE
Serial Number:	76602174	AZM

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@palmerdodge.com
Correspondent Name: Adam M Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	04/04/2005

Total Attachments: 6
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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Zoots Corporation, a Delaware corporation, Delivery L.L.C., a Delaware limited liability company and Widmer's, LLC, a Delaware limited liability company (collectively, the "Pledgors"), each having an address at 27 Needham Street Newton, Massachusetts 02461 are the respective owners and users, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS each Pledgor is either a borrower or guarantor under the terms of a certain Credit and Security Agreement, dated as of April 1, 2005 (as amended from time to time, the "Credit Agreement") among the Pledgors and NewStar CP Funding LLC, as Lender (the "Lender"), pursuant to which the Pledgors have granted to the Lender a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgors' right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Lender, and grant to the Lender security interest in, all of the Pledgors' right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgors and the Lender hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to the Lender, and the rights and remedies of the Lender with

respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgors and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 1st day of April, 2005.

PLEDGORS:

ZOOTS CORPORATION

By: _____


Name: Ira Morgenstern
Title: Chief Financial Officer

DELIVERY L.L.C.

By: _____


Name: Ira Morgenstern
Title: Chief Financial Officer

WIDMER'S LLC

By: _____


Name: Ira Morgenstern
Title: Chief Financial Officer

LENDER:

NEWSTAR CP FUNDING LLC

By: NewStar Financial, Inc., its designated Manager

By: Mark D. Cordes

Name: Mark D. Cordes
Title: Managing Director

SCHEDULE A
to
SECURITY AGREEMENT (TRADEMARKS)

Mark	Ser/Reg. No.	Filing/Issue Date	Status
CLEAN'R CLEANER (CC/TM-1)	Reg. No. 2,319,767	02/15/00	Registered
CLEAN'R CLEANER & Design (CC/TM-3)	Reg. No. 2,349,023	05/09/00	Registered
ZOOTS (CC/TM-3)	Reg. No. 2,282,160	09/28/99	Registered
ZOOTS (CC/TM-3 Canada)	TMA 535,787	10/26/00	Registered
ZOOTS & Design (CC/TM-4)	Reg. No. 2,428,729	02/13/01	Registered
CLEANING DONE RIGHT OR IT'S FREE! (CC/TM-5)	Reg. No. 2,424,206	01/23/01	Registered – Supplemental Register
CLEANING DONE RIGHT (CC/TM-6)	Reg. No. 2,424,224	01/23/01	Registered – Supplemental Register
EXZEMPLARY SERVICE (CC/TM-7)	75/769317	08/02/99	Abandoned
THE CLEANER CLEANER (CC/TM-8 Canada)	Reg. No. 2,531,179	01/22/02	Registered
ZOOTS THE CLEANER CLEANER (CC/TM-9)	Reg. No. 2,531,165	01/22/02	Registered
ZOOTS.COM (CC/TM-10)	2,443,405	04/10/01	Registered
ZOOTS.COM THE CLEANER CLEANER (CC/TM-11)	2,531,721	1/22/02	Registered
ZOOTS THE CLEANER CLEANER & Design with color notation (CC/TM-12A)	2,620,975	9/17/02	Registered

Mark	Ser/Reg. No.	Filing/Issue Date	Status
ZOOTS THE CLEANER CLEANER & Rectangle Design w/color (CC/TM-12B)	76/317605	9/26/01	Abandoned
ZOOTS & Rectangle Design w/color (CC/TM-13A)	2,620,976	9/17/02	Registered
ZOOTS & Design w/color (CC/TM-13B)	2,631,264	10/8/02	Registered
CLEANER OPTIONS (CC/TM-14)	2,005,666	10/8/96	Registered – owned by Delivery L.L.C.
CLEANER BY NATURE ("Cleaner by Nature" was a d/b/a of Clear Conscience, LLC) (CC/TM-15)	2,677,506	1/21/2003	Registered
AUTOMATED ZOOTS MACHINE	76/602076	7/13/2004	Applied for
ZOOTS MACHINE	76/602173	7/13/2004	Applied for
AZM	76/602174	7/13/2004	Applied for

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RECORDED: 04/04/2005

TRADEMARK
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