

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
1-800-Toilets, Inc.		04/29/2005	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		
Street Address:	222 North LaSalle Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2146825	1-888-"TOILETS"	
Registration Number:	2270111		
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	55 E. Monroe St., Ste. 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		
Date:	05/06/2005		

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Total Attachments: 5
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of April 29, 2005 (this "Amendment"), is by and among 1-800-TOILETS, INC., a Florida corporation (the "Grantor"), and MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., in its capacity as Agent under the Credit Agreement described below ("Agent").

WITNESSETH:

WHEREAS, Credit Parties and Agent are parties to that certain Trademark Security Agreement, dated as of June 19, 2003 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"), entered into in connection with that certain Credit Agreement, dated as of June 19, 2003, among the Grantor, Agent and Lenders (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefore in the Credit Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule 1 to the Trademark Security Agreement shall be amended and restated in its entirety as set forth on Exhibit A hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(c) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart

shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

1-800-TOILETS, INC. a Florida corporation

By Terry Bellon
Its CEO & VP

AGENT:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

1-800-TOILETS, INC. a Florida corporation

By Terry Selba
Its CEO, VP

AGENT:

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.

By [Signature]
Its AVI

EXHIBIT A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Trademark Number</u>	<u>Registration Date</u>
1-800-Toilets, Inc.	2053642	4/15/97
1-800-Toilets, Inc.	2146825	3/24/98
1-800-Toilets, Inc.	2270111	8/17/99