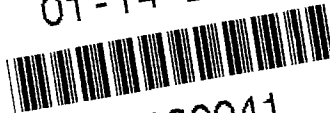


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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. 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):

HOMAX PRODUCTS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____ Delaware

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 06/14/2004

2. Name and address of receiving party(ies)

Name: The Royal Bank of Scotland plc, as

Internal

Address: First & Second Lien Collateral Agt

Street Address: 101 Park Avenue

City: New York State: NY Zip: 10178

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other bank

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) 78/363,723;
78/438,861 and 78/478,167

B. Trademark Registration No.(s) none

Additional number(s) attached ☐ Yes ☒ No

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

Name: Luis Rodriguez

Internal Address: Corporation Service Company
1133 Avenue of the Americas
Suite 3100
New York, NY 10036

Street Address: order # 143991-10
cm # 72080.004

City: New York State: NY Zip: _____

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90⁰⁰

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy

Name of Person Signing

Signature

January 12, 2005

Date

Total number of pages including cover sheet, attachments, and document: 06

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

01/18/2005 ECOOPER 00000014 78363723

01 FC:0521
02 FC:0522

40.00 OP
50.00 OP

TRADEMARK
REEL: 003104 FRAME: 0357

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2004 is entered into by HOMAX PRODUCTS, INC., a Delaware Corporation (the "Grantor") and The Royal Bank of Scotland plc, as first lien collateral agent for the First Lien Secured Parties (in such capacity the "First Lien Collateral Agent") and as second lien collateral agent for the benefit of the Second Lien Secured Parties (in such capacity the "Second Lien Collateral Agent" and, together with the First Lien Collateral Agent, the "Secured Parties").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of February 6, 2004 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor has granted security interests to the Secured Parties in certain Trademarks and Trademark Licenses, whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks and Trademark Licenses listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Secured Parties hereby agree as follows:

(i) Grant of Security Interests.

(a) The Grantor hereby grants to each Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interests granted hereby are granted in conjunction with the security interest granted to each Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest.

(iii) Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of each Secured Party and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

HOMAX PRODUCTS, INC., a Delaware Corporation

By: By 7.21
Name: Benjamin T. Lasse
Title: Secretary

Accepted and Agreed:

THE ROYAL BANK OF SCOTLAND
PLC, as the First Lien Collateral Agent and
the Second Lien Collateral Agent

By: 
Name: Curt Lueker
Title: Vice President

TRADEMARK SECURITY AGREEMENT

U.S. Trademark Applications

Serial No.	Filing Date	Mark
78/363,723	2/6/2004	SOFT TARP
78/438,861	6/21/2004	MINIT SET (Intent-to-Use)
78/478,167	9/2/2004	GRIP DIP (Intent-to-Use)