

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Amsan, LLC		06/30/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Administrative Agent
Street Address:	222 N. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2078034	MATCRAFTERS
Registration Number:	1768359	GSI
Registration Number:	777199	COE 64
Registration Number:	815665	EASTERDAY
Registration Number:	700279	STERILE
Registration Number:	791962	THE LIQUID SNAKE
Registration Number:	1227218	TILE KLENZ
Registration Number:	1447483	VANETTES
Registration Number:	1475008	
Registration Number:	1481286	M MAINTENANCE SUPPLY CO. INC.

CORRESPONDENCE DATA

Fax Number: (866)459-2899

CH \$265.00 2078034

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/05/2005

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 30th day of June, 2005 by **AMSAN, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (the “**Grantee**”).

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Grantee and the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of page intentionally left blank; signature page follows.]

Trademark Security Agreement
Borrower

TRADEMARK
REEL: 003135 FRAME: 0911

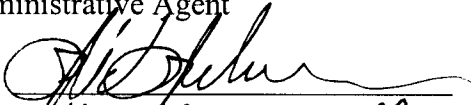
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMSAN, LLC,
a Delaware limited liability company

By: _____
Name: Philip W. Macnabb
Title: Senior Vice President

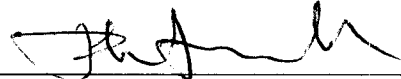
Agreed and Accepted
As of the Date First Written Above

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

By: 
Name: MICHAEL MOLENDA
Title: VICE PRESIDENT

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMSAN, LLC,
a Delaware limited liability company

By: 
Name: Philip W. Macnabb
Title: Senior Vice President

Agreed and Accepted
As of the Date First Written Above

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

By: _____
Name: _____
Title: _____

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
MATCRAFTERS	2,078,034	July 18, 1997
GSI	1,768,359	May 4, 1993, renewed on April 11, 2003
COE 64	777,199	September 22, 1964
EASTERDAY AND DESIGN	815,665	September 27, 1966
STERILE	700,279	June 28, 1960
THE LIQUID SNAKE	791,962	June 29, 1965
TILE KLENZ	1,227,218	February 15, 1983, renewed on Aril 11, 2003
VANETTES (Stylized)	1,447,483	July 14, 1987
FLYING HONEY BEE DESIGN	1,475,008	February 2, 1988
MAINTENANCE SUPPLY CO. INC. (Logo)	1,481,286	March 22, 1988

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		