10-05-2005

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Form PTO-1594
(Rev 03/01)
OMB No 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Marietta Corporation

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: Canadian Imperial Bank of Commerce,
Internal Address: as Collateral Agent
Street Address: 425 Lexington Avenue
City: New York State: NY Zip: 10017

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other A Bank under the Bank Act (Canada)

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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 12/17/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) SEE SCHEDULE A
B. Trademark Registration No.(s) SEE SCHEDULE A
1,996,168

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tina Qualls
Internal Address:
Corporation Service Company
Street Address:
1133 Avenue of the Americas
City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) $365.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy — Name of Person Signing
Signature
December 21, 2004 — Date

Total number of pages including cover sheet, attachments, and document: 5

01/03/2005 DBYRNE 00000010 1996168
01 FC:8521 40.00 OP
02 FC:8522 325.00 OP

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

10-8-04

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

[illegible]	[illegible]	[illegible]
Marietta Corporation	1,996,168	CAMBRIA & TAYLOR
Marietta Corporation	2,272,086	D'MUIR
Marietta Corporation	2,304,271	FOR YOU, FOR THE EARTH
Marietta Corporation	1,701,293	FRESH 'N' MINTY
Marietta Corporation	1,659,351	LORD & MAYFAIR
Marietta Corporation	1,954,582	LORD & MAYFAIR
Marietta Corporation	1,898,492	SUN & SAND
Marietta Corporation	2,448,437	AROMAE
Marietta Corporation	2,168,558	PROTERRA
Marietta Corporation	1,819,633	**DESIGN ONLY**
Marietta Corporation	2,340,436	**DESIGN ONLY**
Marietta Corporation	2,354,021	INNOVATIVE AMENITY SOLUTIONS

Trademark Applications:

[illegible]	[illegible]	[illegible]
Marietta Corporation	78/436,236	SERENE ELEMENTS
Marietta Corporation	76/190,269	GLAMOUR-PAK

Trademark Security Agreement

Trademark Security Agreement, dated as of December 17, 2004, by Marietta Corporation ("the Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

(a) Trademarks of the Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

MARIETTA CORPORATION

By: _____
Name: Richard A. Bloom
Title: Chief Executive Officer

Accepted and Agreed:
CIBC World Markets Corp. as agent for
CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent

By: _____
Name: Cedric Henley
Title: Executive Director

By: _____
Name:
Title:

(First Lien Trademark Security Agreement)

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