

10-18-2005



103038124

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Empire Home Services, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability company</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>LaSalle Bank National Association</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>135 South LaSalle Street</u></p> <p>City: <u>Chicago</u></p> <p>State: <u>IL</u></p> <p>Country: <u>USA</u> Zip: <u>60603</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>October 7, 2005</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) <u>see attached list</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Christina McClure</u></p> <p>Internal Address: <u>c/o Latham & Watkins</u></p> <p>Street Address: <u>233 South Wacker Drive, Suite 5800</u></p> <p>City: <u>Chicago</u></p> <p>State: <u>IL</u> Zip: <u>60606</u></p> <p>Phone Number: <u>(312) 876-6557</u></p> <p>Fax Number: <u>(312) 993-9767</u></p> <p>Email Address: <u>christina.mcclure@lw.com</u></p>	<p>6. Total number of applications and registrations involved: 24</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: <u>Christina McClure</u> Date: <u>10/10/2005</u></p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 8</p>	

10/12/2005 BYRNE 00000118 78633857

01 FC:8521
02 FC:8522
03 FC:8523

40.00 00
375.00 00
120.00 00
Documents recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

4B. Trademark Registration No.(s)

78-633857
78-491498
78-456640
2803767
2805901
2793026
2841579
2851871
2851870
2851869
2851868
2851867
2949587
2818374
2793025
2792443
2848333
2688352
2686055
2516389
2554738
1666975
W1070913
W1068534

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 7, 2005 by EMPIRE HOME SERVICES, LLC, a Delaware limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Banks (in such capacity, the "Agent").

RECITALS

A. This Agreement amends and restates that certain Trademark Security Agreement dated as of April 1, 1999 executed by the Grantor in favor the Agent.

B. The Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (the "Banks") and the Agent, pursuant to which Banks have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

C. The Grantor and its subsidiaries have entered into a Consolidated, Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Banks are secured.

D. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Banks, this Agreement.

E. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Banks, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Banks, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;


- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

EMPIRE HOME SERVICES, LLC, a
Delaware limited liability company

By: 
Title: Christopher Stokes, Secretary

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: _____
Title: _____

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Type of Trademark	Title and Application/Registration No.	Assignment/Security Interest
US Federal Trademark	Mark: Empire Carpet No: 78-633857	N/A
	Mark: No Clog Gutter Systems No: 78-491498	N/A
	Mark: Empire Today (and Design) No: 78-456640	N/A
	Mark: Empire Today No: 2803767	N/A
	Mark: Empire Today No: 2805901	N/A
	Mark: Choose It Where You Use It No: 2793026	N/A
	Mark: Choose It Where You Use It No: 2841579	N/A
	Mark: Empire Home Services No: 2851871	N/A
	Mark: Empire Home Services No: 2851870	N/A
	Mark: Empire Today, Window Treatments Tomorrow No: 2851869	N/A
	Mark: Empire Today, Window Treatments Tomorrow No: 2851868	N/A
	Mark: Empire Today, Windows Next Week No: 2851867	N/A
	Mark: Empire Today, Windows Next Week No: 2949587	N/A
	Mark: Empire Today, Home Services Tomorrow No: 2818374	N/A
	Mark: Empire Today, Home Services Tomorrow	N/A

Type of Trademark	Title and Application/Registration No.	Assignment/Security Interest
	No: 2793025	
	Mark: Empire Today, Home Services Tomorrow No: 2792443	N/A
	Mark: Empire Home Services No: 2848333	N/A
	Mark: Empire Home Services No: 2688352	N/A
	Mark: Empire Home Services No: 2686055	N/A
	Mark: Empire No: 2516389	N/A
	Mark: Empire Home Services, LLC (and Design) No: 2554738	N/A
	Mark: Empire Today, Carpet Tomorrow No: 1666975	Security Interest to LaSalle National Bank, as Agent Recorded: March 9, 1999 Reel/Frame: 1927/0897 Assignment from Empire Home Services, Inc. Recorded: April 2, 1999 Reel/Frame: 1881/0665
US State Trademarks	Mark: Empire Today No: W1070913	N/A
	Mark: Empire Carpet No: W1068534	N/A
Canadian Trademarks Application	Mark: Empire Today Application No.: 1174417	