

10-18-2005

*MRD*  
*10/11/05*



103038123

To the Director of the U. S. Patent and

Documents or the new address(es) below.

**1. Name of conveying party(ies):**

Empire Today LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) October 7, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: LaSalle Bank National Association

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street

City: Chicago

State: IL

Country: USA Zip: 60603

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

78-491533

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christina McClure

Internal Address: c/o Latham & Watkins

Street Address: 233 South Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 876-6557

Fax Number: (312) 993-9767

Email Address: christina.mcclure@lw.com

**6. Total number of applications and registrations involved:**

one

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Christina McClure  
Signature

10/10/2005

Date

10/12/2005 DBYRNE 00000119 78491533 Christina McClure  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

01 FC:8521  
02 FC:8523

Documents to be 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

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

Type of Search (patent, trademark, copyright)	Title and Application/Registration No.	Assignment/Security Interest
Federal Trademarks	Mark: No Clog Gutters No: 78-491533	N/A

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 7, 2005, by EMPIRE TODAY 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. Empire Home Services, LLC (the "Company") 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 the Company.

B. The Grantor has 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.

C. 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.

D. Pursuant to the terms of the Security Agreement, the 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 Company 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 TODAY, LLC, a Delaware limited liability company

By:   
Title: Christopher Stokes, Secretary

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature Page for Trademark Security Agreement (Today)

TRADEMARK  
REEL: 003179 FRAME: 0460

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 TODAY, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Agent

By:  \_\_\_\_\_  
Title: \_\_\_\_\_

Signature Page for Trademark Security Agreement (Today)