

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stone Care International, Inc.		10/31/2005	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland PLC, as first lien collateral agent		
Street Address:	101 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10178		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1925000	MARBAMIST	
Registration Number:	1965633	CERAMICLEAN	
Registration Number:	2003021	CLEAN ENCOUNTERS	
Registration Number:	2339533	AQUAPEL	
Registration Number:	2225720	MARBACREAM	
Registration Number:	2376031	HONEX	
Registration Number:	1886453	SCI STONE CARE INTERNATIONAL	
Registration Number:	1927857	INTERNATIONAL STONE POLISH	
Registration Number:	1924997	MARBADAN	
Registration Number:	1924998	STONE QUEST	
Registration Number:	1924999	MARBALEX	
Registration Number:	1943762	STONEGUARD	
Registration Number:	2924906	STONEGLIDE	
Registration Number:	2915353	STONE SPRAY N SEAL	

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TRADEMARK
REEL: 003193 FRAME: 0498

CORRESPONDENCE DATA

Fax Number: (202)728-0744

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

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: Albany, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	11/14/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 31, 2005 is entered into by STONE CARE INTERNATIONAL, INC., a Maryland 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 entered into by HOMAX PRODUCTS, INC., a Delaware Corporation, JASCO CHEMICAL CORP., a California Corporation, MAGIC AMERICAN PRODUCTS, INC., a Delaware Corporation, RHODES*AMERICAN PRODUCTS, INC., a Delaware Corporation, THE GONZO CORPORATION, a Massachusetts Corporation and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, and subject to the exclusions set forth in Section 2.02 therein, the Grantor is granting 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, 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 and are subject to the exclusions set forth in Section 2.02 therein. 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.

STONE CARE INTERNATIONAL, INC. a
Maryland Corporation

By: 
Name: Ross Clawson
Title: President and CEO


Accepted and Agreed:

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

By:

Name:

Title:


ANDREW S. WEINBERG
SENIOR VICE PRESIDENT

Stone Care Trademark Security Agreement Signature Page

TRADEMARK SECURITY AGREEMENT

1. Trademark Registrations/Applications:

Stone Care International, Inc.

Mark Name	Registration No.	Active	Inactive	Renewal Due
MARBAMIST	1,925,000	x		10/10/2015
CERAMICLEAN	1,965,633	x		4/2/2006
CLEAN ENCOUNTERS	2,003,021	x		9/24/2006
AQUAPEL	2,339,533	x		4/11/2010
MARBACREAM	2,225,720	x		2/23/2009
HONEX	2,376,031	x		8/8/2010
SCI STONE CARE INTERNATIONAL & DESIGN	1,886,453	x		3/28/2015
INTERNATIONAL STONE POLISH	1,927,857	x		10/17/2015
MARBADAN	1,924,997	x		10/10/2015
STONE QUEST	1,924,998	x		10/10/2015
MARBALEX	1,924,999	x		10/10/2015
STONEGUARD	1,943,762	x		12/26/2005
STONEGLIDE (Class 3)	2,924,906	x		2/8/2015
STONE SPRAY N SEAL	2,915,353	x		12/28/2014