

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aqua-Flo, LLC		09/19/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2466553	CIRC-MASTER	
Registration Number:	2982106	FLO-MASTER	
Registration Number:	2982107	TUB-MASTER	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	penelope.johnson@kattenlaw.com		
Correspondent Name:	Penelope S. Johnson		
Address Line 1:	525 W. Monroe Street		
Address Line 2:	c/o Katten Muchin Rosenman LLP		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170/00176		
NAME OF SUBMITTER:	Penelope S. Johnson		

CH \$90.00 2466553

Signature:

/Penelope S. Johnson/

Date:

11/21/2005

Total Attachments: 5

source=C18N-Exchange-11212005-163132#page1.tif

source=C18N-Exchange-11212005-163132#page2.tif

source=C18N-Exchange-11212005-163132#page3.tif

source=C18N-Exchange-11212005-163132#page4.tif

source=C18N-Exchange-11212005-163132#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2005, is by and between **AQUA-FLO, LLC**, a Delaware limited liability company ("**Grantor**") and **ANTARES CAPITAL CORPORATION**, as agent ("**Agent**") for the benefit of the Lenders (defined below).

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that 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**") with Antares Capital Corporation, as agent ("**Agent**") for the benefit of Agent and the lenders (the "**Lenders**"), and the Lenders from time to time parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Borrower and Agent (in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all 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), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and


the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first above written.

AQUA-FLO, LLC, a Delaware limited liability company

By: 
Name: DIRK CAUDILL
Title: CEO

Acknowledged and agreed:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____ Director

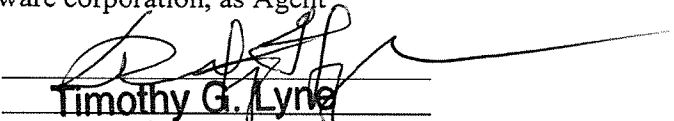
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first above written.

AQUA-FLO, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Acknowledged and agreed:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Lyne
Title: Director

Schedule I

Trademarks

1. CIRC-MASTER, Registration No. 2,466,553, registered on July 3, 2001.

The above-described registered Trademark has been assigned by Aqua-Flo, Inc. (formerly known as Aqua-Flo Pump & Pool Products Manufacturing Co., Inc. and now known as CFT Holdings Inc.) to Borrower by Assignment executed December 10, 2003 and recorded with the U.S. Patent and Trademark Office on December 11, 2003 at Reel 002762, Frame 0453.

2. FLO-MASTER, Registration No. 2,982,106, registered on August 2, 2005.¹

The above-described registered Trademark has been assigned by Aqua-Flo Pump & Pool Products Manufacturing Co., Inc. (predecessor in interest to Aqua-Flo, Inc. and now known as CFT Holdings Inc.) to Borrower by Assignment executed September 14, 2005 and recorded with the U.S. Patent and Trademark Office September 15, 2005 at Reel 003159, Frame 0920.

3. TUB-MASTER, Registration No. 2,982,107, registered on August 2, 2005.²

The above-described registered Trademark has been assigned by Aqua-Flo Pump & Pool Products Manufacturing Co., Inc. (predecessor in interest to Aqua-Flo, Inc. and now known as CFT Holdings Inc.) to Borrower by Assignment executed September 14, 2005 and recorded with the U.S. Patent and Trademark Office September 15, 2005 at Reel 03159, Frame 0929.

¹ The earlier registration of FLO-MASTER (Registration No. 1,620,814, registered on November 6, 1990) was cancelled on May 12, 1997.

² The earlier registration of TUB-MASTER (Registration No. 1,489,039, registered on May 24, 1988) was cancelled on November 28, 1994.