

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
Zenith Products Corporation		11/30/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc., as Administrative Agent and Collateral Agent
Street Address:	500 Boylston Street, Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1602321	Z ZENITH PRODUCTS CORP.
Registration Number:	2236008	BATHSTYLES
Registration Number:	2338995	SWIVEL-LOCK
Registration Number:	2409231	ZENITH INTERIORS
Registration Number:	2767281	ZENITH
Registration Number:	2691444	ZENITH
Registration Number:	2803171	BATH IN A BOX
Registration Number:	2845855	Z
Serial Number:	78360983	TWISTTIGHT
Serial Number:	78477633	BATH SPACES
Serial Number:	78477641	SHOWER WORKS
Serial Number:	78495165	PEAK PERFORMANCE

CORRESPONDENCE DATA

CH \$315.00 1602321

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Adam M. Grandy
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ATTORNEY DOCKET NUMBER:	26005-3
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	12/01/2005

Total Attachments: 9
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SECURITY AGREEMENT (TRADEMARKS)
(the "Trademark Security Agreement")

WHEREAS Zenith Products Corporation, a Delaware corporation (the "Pledgor"), having an address at 400 Lukens Drive, New Castle, Delaware 10720, is the owner and user, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Pledgor is a co-borrower under the terms of that certain Credit Agreement, dated as of November 30, 2005 (as amended from time to time, the "Credit Agreement") among the Pledgor and ZPC Holding Corp., a Delaware corporation, as joint and several borrowers, the Lenders from time to time party thereto (the "Lenders"), NewStar Financial, Inc., as Administrative Agent and Collateral Agent (the "Agent"), Madison Capital Funding LLC, as Syndication Agent, and the other financial institutions named therein as arrangers or agents;

WHEREAS the Pledgor is a party to that certain Security Agreement, dated as of November 30, 2005 (as amended from time to time, the "Security Agreement") among the Pledgor and ZPC Holding Corp., a Delaware corporation, as grantors thereunder, and the Agent, pursuant to which the Pledgor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent and the Lenders shall have the rights and remedies set forth in the Security Agreement, including, without limitation, the right to exercise their remedies under the Security Agreement with respect to all of the Pledgor's right, title and interest in and to the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Security Agreement. The Pledgor further hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of the Pledgor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The grant of a security interest in the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

This Trademark Security Agreement has been entered into in connection with the Security Agreement, and the Pledgor and the Agent hereby acknowledge and agree that the grant of the security interest hereunder to the Agent, for the benefit of the Lenders, and the rights and remedies of the Agent and the Lenders with respect to the Trademark Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.


This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgor and the Agent has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 30 day of November, 2005.

PLEDGOR:

ZENITH PRODUCTS CORPORATION

By: 
Name: JOSEPH MANN
Title: PRESIDENT

AGENT:

NEWSTAR FINANCIAL, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the Pledgor and the Agent has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 30 day of November, 2005.

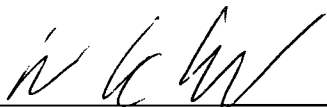
PLEDGOR:

ZENITH PRODUCTS CORPORATION

By: _____
Name:
Title:

AGENT:

NEWSTAR FINANCIAL, INC.

By:  _____
Name: Robert E. Hornstein
Title: Director – Portfolio Management

TRADEMARKS FOR CLIENT/DIVISION

ZENITH PRODUCTS CORP.

<i>MarkName</i>	<i>CountryName</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Publication Date</i>
ZENITH	United States	125647	2767281	3/12/2002
<i>MarkName</i>	<i>CountryName</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Publication Date</i>
ZENITH	United States	9/1/2000	9/23/2003	9/23/2013
<i>Attorney Name</i>	<i>Current Owner</i>	<i>Docket Number</i>	<i>Z</i>	<i>NAT</i>
GAR ZARINS	ZENITH PRODUCTS CORP.	1653097T		
<i>Agent Name</i>	<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>	
	20		CABINETRY NAMELY BATH AND STORAGE CABINETS	
	21	INTERNATIONAL	BATHROOM ACCESSORIES NAMELY TOWEL BARS, TOWEL RINGS, BATH CADDIES, SOAP DISHES, SHOWER RODS AND TOOTHBRUSH-TUMBLER HOLDERS	
			125644	2691444
			9/1/2000	2/25/2003
<i>Z ZENITH AND DESIGN</i>	<i>United States</i>	<i>Docket Number</i>	<i>Z</i>	<i>NAT</i>
		1653176T		
<i>Attorney Name</i>	<i>Current Owner</i>	<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
GAR ZARINS	ZENITH PRODUCTS CORP.	20		BATHROOM AND STORAGE CABINETRY; SHELVING
<i>Agent Name</i>	<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>	
	21		BATHROOM ACCESSORIES NAMELY TOWEL RACKS, TOWEL BARS, SHOWER CADDIES AND SHOWER RODS	
			1204483	632125
			1/28/2004	2/7/2005
<i>BATH IN A BOX</i>	<i>Canada</i>	<i>Docket Number</i>	<i>REG</i>	<i>NAT</i>
		1653216T		
<i>Attorney Name</i>	<i>Current Owner</i>	<i>Class Number</i>	<i>Class Type</i>	<i>Goods</i>
GAR ZARINS	ZENITH PRODUCTS CORP.	20		METAL TOWEL AND CLOTHES DRYING RACKS, SHELVES, RECEPTILES NAMELY WASTE RECEPTACLES AND NEWSPAPER/MAGAZINE HOLDERS

TRADEMARKS FOR CLIENT/DIVISION

ZENITH PRODUCTS CORP.

MarkName	CountryName	United States	Attorney Name	CurrentOwnerN	AgentName	ClassNumber	ClassType	Goods	DocketNumber	ApplicationNumber	Application Date	RegistrationNumber	RegistrationDate	PublicationDate	ExpirationDate
BATH IN A BOX	United States		GAR ZARINS	ZENITH PRODUCTS CORP.		20	Goods	FURNITURE OF METAL, NAMELY, SHELVES, STORAGE RACKS AND RECEPTACLES	1653216T	371085	6/19/2002	2803171	1/6/2004	2/4/2003	1/6/2014
Z Logo	United States		GAR ZARINS	ZENITH PRODUCTS CORP.		20	Goods	FURNITURE OF METAL, NAMELY, SHELVES, STORAGE RACKS AND RECEPTACLES	1653227T	425261	6/24/2002	2845855	5/25/2004	8/12/2003	5/25/2014
TWISTIGHT and Design	United States		GAR ZARINS	ZENITH PRODUCTS CORP.		020	Goods	BATHROOM CABINETS, VANITIES, RACKS AND SHELVING	78360983						
						021	Goods	BATHROOM ACCESSORIES NAMELY SHOWER AND BATH CADDIES	1653324T						
									2/2/2004						

TRADEMARKS FOR CLIENT/DIVISION

ZENITH PRODUCTS CORP.

<i>MarkName</i>	<i>CountryName</i>	<i>Application Number</i>	<i>Registration Number</i>	<i>Publication Date</i>
BATH SPACES	United States	78477633		
<i>Attorney Name</i>	GAR ZARINS	<i>Application Date</i>	<i>Registration Date</i>	<i>Expiration Date</i>
<i>Current Owner</i>	ZENITH PRODUCTS CORP.	9/2/2004	Z NAT	Filed
<i>Agent Name</i>		1653335T		
SHOWER WORKS	United States	78477641		7/19/2005
<i>Attorney Name</i>	GAR ZARINS	<i>Application Date</i>	<i>Registration Date</i>	<i>Expiration Date</i>
<i>Current Owner</i>	ZENITH PRODUCTS CORP.	9/2/2004	Z NAT	Filed
<i>Agent Name</i>		1653336T		
PEAK PERFORMANCE	United States	78495165		9/20/2005
<i>Attorney Name</i>	GAR ZARINS	<i>Application Date</i>	<i>Registration Date</i>	<i>Expiration Date</i>
<i>Current Owner</i>	ZENITH PRODUCTS CORP.	10/6/2004	Z NAT	Filed
<i>Agent Name</i>		1653345T		
		Goods		
		BATH FURNITURE		
		BODY WEIGHT AND FAT MEASURING DEVICES		

Trademarks by Client/Division

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TRADEMARK

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RECORDED: 12/01/2005