

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Evercare Company		01/23/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	171 17th St. NW.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30363
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2840267	DRAIN POWER
Serial Number:	78484454	ILLUMISCENTS
Serial Number:	78421342	CARIBBEAN SCENTS
Serial Number:	78421500	NETTO
Serial Number:	78484456	AROMA BLENDS
Serial Number:	78410304	WOOLITE BAGS WASH WITHOUT SNAGS
Registration Number:	3028500	SWEEP 'N STORE
Registration Number:	3031969	TOILET BRUSH WITH A TWIST
Registration Number:	3038026	LINT PIC-UP POP-UP AND GO!
Serial Number:	78666137	PLUSH
Serial Number:	78741915	SUPER STICKY

CORRESPONDENCE DATA

Fax Number: (404)522-8409

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

TRADEMARK

REEL: 003244 FRAME: 0451

900041815

CH \$290.00 2840267

Phone: 404-420-5527
Email: rbirdwell@phrd.com
Correspondent Name: Rhonda J. Birdwell, Paralegal
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: 1500 Marquis Two Tower
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	866-189 - EVERCARE
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	02/09/2006

Total Attachments: 8

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January 23, 2006

The Evercare Company
3440 Preston Ridge Road, Suite 650
Alpharetta, Georgia 30005
Attention: Chief Financial Officer

Ladies and Gentlemen:

Reference is hereby made to that certain Trademark Security Agreement dated as of September 30, 2004 (as amended at any time, the "Trademark Security Agreement"), between The Evercare Company, a Delaware corporation (the "Company"), and Wachovia Bank, National Association, a national banking association, in its capacity as collateral and administrative agent (together with its successors in such capacity, "Agent") for various financial institutions ("Lenders").

Pursuant to the Trademark Security Agreement, the Company has pledged, assigned and granted to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and lien upon all present and future trademarks and trademark applications of the Company, and other property of Company related thereto as more particularly described in the Trademark Security Agreement.

The Company has acquired the trademarks and trademark applications described on Exhibit A attached hereto (the "New Trademarks"). Pursuant to the Trademark Security Agreement, the security interest and lien granted thereunder and the other provisions contained therein automatically apply to the New Trademarks. The parties desire to amend the Trademark Security Agreement as hereinafter set forth to confirm as such.

NOW, THEREFORE, for and in consideration of Ten Dollars in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by adding the trademarks and trademark applications listed on Exhibit A hereto to Exhibit A to the Trademark Security Agreement.

2. **Miscellaneous.** Each of the parties hereto hereby: (i) represents and warrants that all of the representations and warranties made by such party in the Trademark Security Agreement are true and correct on and as of the date hereof; (ii) agrees that, upon the effectiveness of this agreement, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Trademark Security Agreement, as

amended by this agreement; (iii) agrees that this agreement shall be part of the Trademark Security Agreement and a breach of any representation, warranty or covenant herein shall constitute a breach thereof; (iv) agrees that this agreement shall be governed by and construed in accordance with the internal laws of the State of New York; (v) agrees that this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (vi) agrees that, except as otherwise expressly provided in this agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement; (vii) agrees that this agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect; (viii) agrees that this agreement may be executed in any number of counterparts and by different parties to this agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement; (ix) agrees that any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto; and (x) agrees that section titles and references used in this agreement shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto. **To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this agreement.**

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal as of the day and year first above written.

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent**

By: *Catharine A. Cowan*
Name: CATHARINE A. COWAN
Title: DIRECTOR

Accepted by:

THE EVERCARE COMPANY

By: *Andrew J. Kohn*
Name: Andrew J. Kohn
Title: Secretary

[CORPORATE SEAL]


IN WITNESS WHEREOF, the parties hereto have executed this agreement under seal as of the day and year first above written.

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent**

By: _____
Name: _____
Title: _____

Accepted by:

THE EVERCARE COMPANY

By:  _____
Name: Andrew J. Kohn
Title: Secretary

[CORPORATE SEAL]

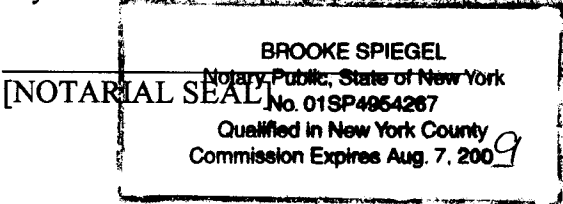
STATE OF New York §
 §
COUNTY OF New York §

BEFORE ME, the undersigned authority, on this day personally appeared Andrew J. Kohn, Secretary of The Evercare Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 22nd day of January, 2006.

Brooke Spiegel

Notary Public
My Commission Expires:



STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, Director of Wachovia Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of January, 2006.

Notary Public
My Commission Expires:

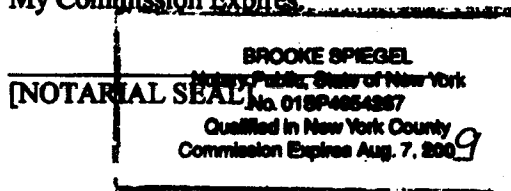
[NOTARIAL SEAL]

STATE OF New York §
COUNTY OF New York §

BEFORE ME, the undersigned authority, on this day personally appeared Andrew J. Kohn, Secretary of The Evercare Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 27th day of January, 2006.

Brooke Spiegel
Notary Public
My Commission Expires:



STATE OF GA §
COUNTY OF Fulton §

BEFORE ME, the undersigned authority, on this day personally appeared Catherine Cowan Director of Wachovia Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 23rd day of January, 2006.

Anastasia M. Pass
Notary Public
My Commission Expires:

Anastasia M. Pass
Fulton County, Georgia
[NOTARIAL SEAL] My Commission Expires May 18, 2008

EXHIBIT A

DRAIN POWER	U.S. Federal	78/233,133 April 2, 2003	2,840,267 May 11, 2004	3	The Evercare Company	Registered	None.
ILLUMISCENTS	U.S. Federal	78/484,454 September 15, 2004		11	The Evercare Company	Published ITU	None.
CARIBBEAN SCENTS	U.S. Federal	78/421,342 May 19, 2004		5	The Evercare Company	Published ITU	None.
NETTO	U.S. Federal	78/421,500 May 19, 2004		3	The Evercare Company	Published ITU	None.
AROMA BLENDS	U.S. Federal	78/484,456 September 15, 2004		5	The Evercare Company	Pending ITU	None.
WITHOUT SNAGS	U.S. Federal	78/410304 April 29, 2004		22	The Evercare Company	Pending	None.
SWEEP STORE	U.S. Federal	78/503463 October 21, 2004	3028500 December 13, 2005	21	The Evercare Company	Registered	None.
TWIST	U.S. Federal	78/503479 October 21, 2004	3031969 December 20, 2005	21	The Evercare Company	Registered	None.
GO	U.S. Federal	78/533842 December 16, 2004	3038026 January 3, 2006	21	The Evercare Company	Registered	None.
PLUSH	U.S. Federal	78/666137 July 8, 2005		25	The Evercare Company	Pending	None.
SUPER STICKY	U.S. Federal	78/741915 October 27, 2005		21	The Evercare Company	Pending	None.

EVERCARE	Canada	10/32634 October 15, 1999	633653 February 24, 2005	The Evercare Company	Registered	None.
HELMAC	South Africa		72/4793	The Evercare Company	Registered	None.
SWEEP 'N CLEAN	Canada	1174364 April 10, 2003		The Evercare Company	Pending	None.
LITTLE THINGS, BIG DIFFERENCES	Canada	1200073 December 19, 2003		The Evercare Company	Pending	None.
OPTIMESH	Canada	1195330 October 29, 2003	November 18, 2004	The Evercare Company	Registered	None.
LINT PIC-UP AND GO!	Canada	1209641 March 9, 2004		The Evercare Company	Pending	None.
DURAFRESH	Canada	1229570 September 8, 2004		The Evercare Company	Pending	None.
DURAFRESH	Mexico	676021 December 8, 2004		The Evercare Company	Pending	None.
POP-UP LINT PIC-UP	Canada	1231173 September 22, 2004		The Evercare Company	Pending	None.
WITHOUT SNAGS	Canada	1235546 October 29, 2004		The Evercare Company	Pending	None.