

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kaz, Inc.		01/31/2006	CORPORATION: NEW YORK
Kaz USA, Inc.		01/31/2006	CORPORATION: MASSACHUSETTS
KAZ Canada, Inc.		01/31/2006	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	One Federal Street
<b>Internal Address:</b>	Mail Stop MA5-503-07-19
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2964975	COMFORTDISC
Registration Number:	2934841	ENVIRACAIRE
Serial Number:	78686863	IT'S ALL ABOUT BEING COOL
Serial Number:	78632564	NO TOOLS REQUIRED
Registration Number:	2920350	NOSQUITO
Registration Number:	2570342	PIVOT BREEZE
Serial Number:	78632577	SAFETY MATTERS
Registration Number:	2893169	SILENT COMFORT
Registration Number:	2693582	SMARTTEMP
Registration Number:	2865653	SOFTHEAT
Registration Number:	2951442	STINGER

CH \$340.00 2964975

Serial Number:	78184647	TICKED OFF!
Registration Number:	2984945	ODOR-LOCK

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617.239.0760  
Email: srblack@eapdlaw.com  
Correspondent Name: S. Ryan Black, Paralegal  
Address Line 1: Edwards Angell Palmer & Dodge LLP  
Address Line 2: 111 Huntington Avenue  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	209997/16
NAME OF SUBMITTER:	S. Ryan Black
Signature:	/S Ryan Black/
Date:	02/27/2006

**Total Attachments: 5**  
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## SECURITY AGREEMENT (TRADEMARKS)

**WHEREAS** Kaz, Inc., a New York corporation ("Kaz"), whose principal place of business is located at 1775 Broadway, Suite 2405 and the domestic Subsidiaries of Kaz party hereto (the "Subsidiaries", and collectively with Kaz, the "Pledgors") are the owners and users of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

**WHEREAS** the Pledgors have entered into that certain Amended and Restated Credit and Security Agreement dated as of January 31, 2006 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Credit Agreement") among the Pledgors, the Lenders from time to time party thereto, and Bank of America, N.A., as administrative agent and collateral agent (the "Agent"), pursuant to which the Pledgors have granted to the Agent 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 shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of each Pledgor's right, title and interest in the Trademarks;

**NOW**, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Agent, and grant to the Agent a security interest in, each Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of each Pledgor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of each 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 (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors 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 Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and each of the Pledgors and the Agent hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

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


This 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.

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IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 31st day of January, 2006.

**PLEDGORS:**


**KAZ, INC., a New York corporation**

By:   
Name: Richard Katzman  
Title: Chief Executive Officer

**KAZ USA, INC., a Massachusetts corporation**

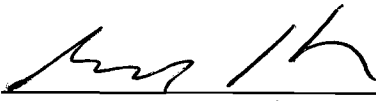
By:   
Name: Richard Katzman  
Title: Chief Executive Officer

**KAZ CANADA, INC., a Massachusetts corporation**

By:   
Name: Richard Katzman  
Title: Chief Executive Officer

**AGENT:**

**BANK OF AMERICA, N.A.**

By:   
Name: Gregory Kress  
Title: Vice President

SIGNATURE PAGE TO SECURITY AGREEMENT (TRADEMARKS)

**TRADEMARK**  
**REEL: 003254 FRAME: 0338**

## SCHEDULE A

<u>TRADEMARK</u>	<u>APPLICATION/REGISTRATION NO.</u>
COMFORTDISC	2,964,975
ENVIRACAIRE	2,934,841
IT'S ALL ABOUT BEING COOL	78/686,863
NO TOOLS REQUIRED LOGO	78/632,564
NOSQUITO	2,920,350
ODOR-LOCK	2,984,945
PIVOT BREEZE	2,570,342
SAFETY MATTERS & HOUSE DESIGN	78/632,577
SILENT COMFORT	2,893,169
SMARTTEMPT	2,693,582
SOFTHEAT	2,865,653
STINGER	2,951,442
TICKED OFF!	78/184,647