

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
Curtis Industries, LLC		03/20/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, as Administrative Agent		
Street Address:	222 N. LaSalle Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78560491	CURTIS CLIMATE CONTROL	
Serial Number:	78559630	POD SYSTEM	
Registration Number:	2113006	SNO-PRO	
Registration Number:	2601853	TAKING AMERICA BY STORM!	
Registration Number:	2319370	HITCH-N-RUN	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o KattenMuchin		
Address Line 1:	525 W. Monroe Street, 17th Floor		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332659-00026 CURTIS		

CH \$140.00 78560491

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	03/23/2006
Total Attachments: 5 source=Curtis TSA#page1.tif source=Curtis TSA#page2.tif source=Curtis TSA#page3.tif source=Curtis TSA#page4.tif source=Curtis TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 20th day of March, 2006 by **CURTIS INDUSTRIES, LLC**, a Delaware limited liability company ("**Grantor**") in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of 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), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

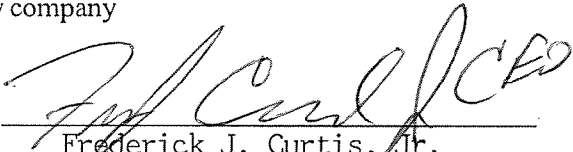
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CURTIS INDUSTRIES, LLC, a Delaware limited liability company

By: 
Name: Frederick J. Curtis, Jr.
Title: CEO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Name: _____
Title: _____

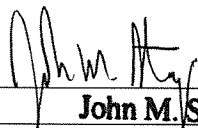
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CURTIS INDUSTRIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By:  _____
Name: **John M. Stanzi**
Title: **Vice President**

Schedule of Trademarks

U.S. Trademarks:

Application Serial No.	Filed	Mark	Reg. No.	Issued
78560491	February 4, 2005	CURTIS CLIMATE CONTROL	N/A - pending	N/A - pending
78559630	February 3, 2005	POD SYSTEM	N/A - pending	N/A - pending
75108762	May 23, 1996	SNO-PRO	2113006	November 11, 1997
75863009	December 2, 1999	TAKING AMERICA BY STORM!	2601853	July 30, 2002
75650154	March 1, 1999	HITCH-N-RUN	2319370	February 15, 2000

Abandoned or Canceled U.S. Trademarks:

Application Serial No.	Filed	Mark	Reg. No.	Issued
75108760	May 23, 1996	VERSA-MOUNT	2109936	October 28, 1997
75108761	May 23, 1996	SPEEDSTER	N/A	N/A
75108759	May 23, 1996	HIDE-AWAY	2114782	November 18, 1997

Foreign Trademarks:

Country	Serial No.	Filed	Mark	Reg. No.	Issued
CA	102093500	July 2, 1999	HITCH-N-RUN	TMA548594	July 24, 2001