

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
Celeste Industries Corporation		03/16/2006	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Administrative Agent
Street Address:	222 N. LaSalle Street, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3024448	GLY-VAK
Registration Number:	2937814	SANI-TANK
Registration Number:	2937813	SANI-COM
Registration Number:	2951338	ICE SHIELD
Registration Number:	2740780	SAFEHANDS
Registration Number:	2948801	JUST BECAUSE
Registration Number:	2889704	JUST BECAUSE
Registration Number:	2860809	CELESTE
Registration Number:	2828324	SANI-SHINE
Registration Number:	2763459	SANI-SHINE
Registration Number:	1887145	WHITE GLOVE
Registration Number:	1757897	FLIGHT LUXE
Registration Number:	1380980	TECHTASTIC

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Registration Number:	1364012	CELESTE
Registration Number:	1299844	CELESTE
Registration Number:	1003694	CELESTE
Registration Number:	863357	SANI-PAK
Serial Number:	78306672	JUST BECAUSE
Serial Number:	78301098	GLYCO-SAN

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	32659-00030
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	04/11/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 16 day of March, 2006 by CELESTE INDUSTRIES CORPORATION, a Connecticut corporation ("**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.

GRANTOR:

CELESTE INDUSTRIES CORPORATION,
a Connecticut corporation

By: 
Name: Ari M. Zur
Title: Vice President

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

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

By: _____
Name: _____
Title: _____

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

GRANTOR:

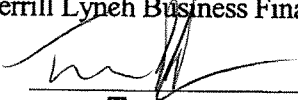
CELESTE INDUSTRIES CORPORATION,
a Connecticut corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

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

By: 
Name: Trevor D. Preston
Title: Assistant Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Reg. No.</u>	<u>Date Registered</u>
Gly-Vak	3,024,448	12/6/2005
Sani-Tank	2,937,814	4/5/2005
Sani-Com	2,937,813	4/5/2005
Ice Shield	2,951,338	5/17/2005
Safehands	2,740,780	3/30/2001
Just Because	2,948,801	5/10/2005
Just Because	2,889,704	9/28/2004
Celeste	2,860,809	7/6/2004
Sani-Shine	2,828,324	3/30/2004
Sani-Shine	2,763,459	9/16/2003
White Glove	1,887,145	4/4/1995
Flight Luxe	1,757,897	3/16/1993
Techtastic	1,380,980	2/4/1986
Celeste	1,364,012	10/8/1985
Celeste	1,299,844	10/9/1984
Celeste	1,003,694	2/4/1975
Sani-Pak	863,357	1/14/1969

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. App. No.</u>	<u>Date Applied</u>
Just Because	78306672	9/29/2003
Glyco-San	78301098	9/16/2003