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
The Faucet-Queens Inc.		04/14/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Naı	me:	CapitalSource Finance LLC
Str	eet Address:	4445 Willard Avenue, 12th Fl.
City	y:	Chevy Chase
Sta	ite/Country:	MARYLAND
Pos	stal Code:	20815
Ent	tity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark	
Serial Number:	78602660	BACK2SCHOOL BUDDIES	
Registration Number:	2735422	BLAZIN' VALUES	
Registration Number:	2730404	DOLLAR STRETCHERS	
Serial Number:	78698530	HANDY CUT	
Serial Number:	78698595	HANDY CUTTER	
Serial Number:	78698552	HANDY GLIDES	
Registration Number:	2489334	HANDY HANGER	
Serial Number:	78698492	HANDY SCRAPERS	
Serial Number:	78698454	HANDY TRAP	
Registration Number:	1250252	HELPING HAND	
Registration Number:	1453190	HELPING HAND	
Registration Number:	1489228	HELPING HAND	
Registration Number:	1744249	HELPING HAND	
Registration Number:	2994302	HELPING HAND	
		TDADEMARK	

TRADEMARK
REEL: 003291 FRAME: 0046

900046792

<u> </u>	11	II
Registration Number:	3055520	HELPING HAND
Serial Number:	78673074	HELPING HAND
Registration Number:	3054734	HELPING HAND
Registration Number:	3055521	HELPING HAND
Registration Number:	1572889	HELPING HAND
Registration Number:	1765931	HELPING HAND
Registration Number:	1810797	HELPING HAND
Registration Number:	1928076	HELPING HAND
Registration Number:	2416889	HELPING HAND
Serial Number:	78674026	HELPING HAND
Registration Number:	1363217	
Registration Number:	934705	SHAMPOO 'N RINSE
Registration Number:	2744249	SIZZLIN' SAVINGS
Serial Number:	78698475	SOCK LOCKS
Registration Number:	921822	SPRITZER
Serial Number:	78673120	TAILOR MADE
Registration Number:	2958236	TOOLS WITH A TWIST
Registration Number:	2953511	TOOLS WITH A TWIST
Serial Number:	78674090	WEEKEND WARRIOR

CORRESPONDENCE DATA

Fax Number: (312)577-4679

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

Phone: 3125778348

Email: rakhee.verma@kattenlaw.com

Correspondent Name: Rakhee Verma c/o KattenMuchinRosenmanLLP

Address Line 1: 525 West Monroe, Suite 1800 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	330119-00086
NAME OF SUBMITTER:	Rakhee Verma
Signature:	/Rakhee Verma/
Date:	04/17/2006

Total Attachments: 23 source=TMsec#page1.tif source=TMsec#page2.tif source=TMsec#page3.tif



INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of April 14, 2006 (this "<u>Agreement</u>"), made by THE FAUCET-QUEENS INC., a Delaware corporation ("<u>Grantor</u>") in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company as administrative, payment and collateral agent (the "<u>Agent</u>") for itself and certain other lenders ("<u>Lenders</u>").

WITNESSETH:

WHEREAS, Grantor, by joinder, certain of Grantor's affiliates, Agent and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, by joinder, certain of Grantor's affiliates, and Agent ("Security Agreement"), Grantor has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

NOW, **THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, Grantor hereby agrees with the Agent as follows:

1. <u>Defined Terms</u>.

- (a) <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.
- **(b)** <u>Definitions of Certain Terms Used Herein</u>. As used herein, the following terms shall have the following meanings:

"Copyright Licenses" shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Intellectual Property" shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill

of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information, (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (ix) all other intellectual property; and (x) all common law and other rights throughout the world in and to all of the foregoing.

"<u>IP Collateral</u>" shall have the meaning assigned to such term in <u>Section 2</u> hereof.

"<u>Licenses</u>" shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

"Patent Licenses" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

"Trademark Licenses" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(c) Other Definitional Provisions.

- (i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- (ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.
- 2. Grant of Security Interest. To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Security Agreement, does hereby grant, assign and convey) to Agent, for the benefit of itself and the Lender Parties, a security interest in Grantor's entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor's business connected with and symbolized by the Intellectual Property and all income,

fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

- 3. <u>Protection of Intellectual Property by Grantor</u>. Grantor shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property, in each case, except as otherwise permitted by the Credit Agreement:
- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- **(b)** Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) Pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
- (d) Take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.
 - **Representations and Warranties.** Grantor represents and warrants that:
- (a) <u>Schedule I</u> is a true, correct and complete list of all Intellectual Property owned by Grantor as of the date hereof.
- **(b)** Except as set forth in <u>Schedule I</u>, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which Grantor is the licensor or franchisor.
- (c) The Intellectual Property identified on <u>Schedule I</u> hereto, is valid and enforceable and no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no material claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any of the Intellectual Property owned by Grantor or the validity or effectiveness of any of the Intellectual Property owned by Grantor, nor does Grantor know of any valid basis for any such claim.
- (d) Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of the Agent.
- (e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any

Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of Grantor.

- (f) Grantor has the legal right and authority to enter into this Agreement and perform its terms.
- (g) Grantor shall give the Agent prompt written notice (with reasonable detail), following the occurrence of any of the following:
- (i) Grantor obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.
- (ii) Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.
 - (iii) Grantor entering into any new Licenses.
- (iv) Grantor knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Grantor's ownership of, or the validity of, any material Intellectual Property or Grantor's right to register the same or to own and maintain the same.
- **(h)** Grantor shall not enter into any new Licenses except as provided for, and pursuant to the terms and provisions of the Security Agreement.
- 5. <u>No Violation of Security Agreement</u>. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Security Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Security Agreement.

6. Agreement Applies to Future Intellectual Property.

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the reasonable request of the Agent, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may request to evidence the Agent's security interest in any Intellectual Property and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and Grantor hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, the

Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

- 7. Grantor's Rights To Enforce Intellectual Property. Prior to the Agent's giving of notice to Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, provided, however:
- (a) Grantor first provides the Agent with written notice of its intention to so sue for enforcement of any Intellectual Property. If, in the reasonable opinion of the Agent, Grantor has failed to take appropriate action within sixty (60) days after such notice is given to Agent, upon notice to Grantor, the Agent may (but shall not be required to) itself take such action in the name of Grantor.
- **(b)** Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.
- (c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in <u>Section 9.2</u> of the Credit Agreement, as applicable.
- (d) Following the occurrence of any Event of Default, the Agent, by notice to Grantor may terminate, or limit Grantor's rights under this <u>Section 7</u>.
 - 8. Agent's Actions To Protect Intellectual Property. In the event of:
- (a) Grantor's failure, within five (5) Business Days of written notice from the Agent, to cure any failure by Grantor to observe or perform any of Grantor's covenants, agreements or other obligations hereunder; and/or
 - (b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in the Agent's own right in connection therewith.

9. Rights Upon Default. Upon the occurrence and during the continuance of any Event of Default, the Agent may exercise all rights and remedies as provided for in the Security Agreement and Credit Agreement.

10. Agent as Attorney In Fact.

(a) Grantor hereby irrevocably constitutes and designates the Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

- (i) To supplement and amend from time to time <u>Schedule I</u> of this Agreement to include any new or additional Intellectual Property of Grantor.
 - (ii) To exercise any of the rights and powers referenced herein.
- (iii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.
- (c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.
- 11. Agent's Rights. Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- and delivered by Grantor for the purpose of recording the security interest granted to the Agent with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Grantor, Grantor's affiliates thereunder and the Agent) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.
- obligations of Grantor and the Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted or L/C Obligations to the extent such obligations have been cash collateralized as set forth in Section 3.5(b) of the Credit Agreement) and the Credit Agreement and other Loan Documents are terminated in accordance with the terms of the Credit Agreement. Upon termination of this

Agreement, the Agent shall, at the expense of Grantor, take such actions required by the Security Agreement to release its security interest in the IP Collateral.

- 14. <u>Binding Effect; Benefits</u>. This Agreement shall be binding upon the Guarantor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.
- 15. <u>GOVERNING LAW</u>. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MARYLAND, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

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TRADEMAR

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

THE FAUCET-QUEENS INC., a Delaware corporation
By: Milliam Schmidt Title: President
CAPITALSOURCE FINANCE LLC,
as the Agent
Ву:
Name:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

THE FAUCET-QUEENS INC., a Delaware corporation

By:

Name: William Schmidt

Title: President

CAPITALSOURCE FINANCE LLC,

as the Agent

By:

Name:

Joseph Turitz

General Counse

Corporate Finance

Schedule I

Issued Patents

The following issued patents, U.S. Design, are owned by The Faucet-Queens Inc.:

	Issue			
Patent No.	Date	Expiration	Title	Assignee
D504,077	4/19/05	4/19/19	TAPE MEASURE WITH	The Faucet-Queens
			PENCIL	Inc.
D504,834	5/10/05	5/10/19	LEVEL WITH	The Faucet-Queens
			KEYHOLE FINDER	Inc.
D513,160	12/27/05	12/27/19	CORDLESS DRILL	The Faucet-Queens
				Inc.
D466,661	12/3/02	12/3/16	PLUNGER HANDLE	The Faucet-Queens
				Inc.
D449,951	11/6/01	11/6/15	PLUNGER CADDY	The Faucet-Queens
				Inc.
D511,963	11/29/05	11/29/19	SNOWMAN	The Faucet-Queens
			CARABINER	Inc.
D513,698	1/24/06	1/24/20	CHRISTMAS TREE	The Faucet-Queens
			CARABINER	Inc.
				(assigned by inventor
				Murphy only, no
				evidence of recorded
				Assignment by
				inventor Blaz)
D452,401	12/25/01	12/25/15	PLUNGER AND	The Faucet-Queens
			CADDY	Inc.
D517309	03/21/06	03/21/20	REINDEER KEYCHAIN	The Faucet-Queens
				Inc. (assigned by
				inventor Murphy
				only, no evidence of
				recorded Assignment
				by inventor Blaz)

Pending Patent Applications

Faucet-Queens has applied for the following patent applications.

Application No.	Type	Filing Date	Title
10/992,392	Utility	11/18/04	LEVEL WITH ADJUSTABLE FASTENER LOCATORS
29/213,430	Design	9/17/04	SCREWDRIVER WITH HAMMER END
10/980,064	Utility	11/3/04	SCREWDRIVER WITH HAMMER END
10/980,065	Utility	11/3/04	HAMMER WITH MALLET HEAD AND MEASURING HANDLE
29/213,452	Design	9/17/04	ALL-PURPOSE SPRING LOADED SCISSORS
29/213,433	Design	9/17/04	HAMMER
29/213,432	Design	9/17/04	ADJUSTABLE PLIERS
29/229,261	Design	5/5/05	KEYCHAIN WITH LIGHT

Canadian Pending Patent Applications

Faucet-Queens has filed the five patent applications in the chart below. As of March 30, 2006, the CPO website did not yield any results either in the Patent Database or the Industrial Designs Database.

Title	Corresponding U.S. Patent	Corresponding U.S. Patent
	No.	Application Serial No.
Level with Keyhole Finder	D504,834	N/A
Tape Measure with Pencil	D504,077	N/A
Level with Adjustable	N/A	10/992,392
Fastener Locators		
Screwdriver with Hammer	N/A	10/980,064
End		
Hammer with Mallet Head	N/A	10/980,065
and Measureing Handle		

<u>Trademark Agreement</u>
Trademark and Distribution Agreement dated 04/29/2003 between The Faucet-Queens and Art for a Cause

Trademark Registrations and Applications

UNITED STATES

Mark	Reg. No./Reg. Date OR Appl. No./Filing Date	Ownership	Status
A CONTROL OF THE PARTY OF THE P	Appl. No. 78/602,660 Filing Date: 4/6/2005	The Faucet-Queens Inc.	Pending application; response deadline 5-7-2006
BLAZIN' VALUES	Reg. No. 2,735,422 Reg. Date: 7/8/2003	The Faucet-Queens Inc.	Registered; Declaration deadline 7/8/2009 and Renewal deadline 7/8/2013
DOLLAR STRETCHERS	Reg. No. 2,730,404 Reg. Date: 6/24/2003	The Faucet-Queens Inc.	Registered; Declaration deadline 6/24/2009 and Renewal deadline 6/24/2013
HANDY CUT	Appl. No. 78/698,530 Filing Date: 8/23/2005	The Faucet-Queens Inc.	Pending application; awaiting examination
HANDY CUTTER	Appl. No. 78/698,595 Filing Date: 8/23/2005	The Faucet-Queens Inc.	Pending application; awaiting examination
HANDY GLIDES	Appl. No. 78/698,552 Filing Date: 8/23/2005	The Faucet-Queens Inc.	Pending application; awaiting examination
HANDY HANGER	Reg. No. 2,489,334 Reg. Date: 9/11/2001	The Faucet-Queens Inc.	Registered; Declaration deadline 9/11/2007 and Renewal deadline 9/11/2011

HANDY SCRAPERS	Appl. No. 78/698,492 Filing Date: 8/23/2005	The Faucet-Queens Inc.	Pending application; awaiting examination
HANDY TRAP	Appl. No. 78/698,454	The Faucet-Queens Inc.	Pending application; awaiting examination
HELPING HAND	Reg. No. 1,250,252 Reg. Date: 9/6/1983	The Faucet-Queens Inc.	Registered; Renewal deadline 9/6/2013
HELPING HAND	Reg. No. 1,453,190 Reg. Date: 8/18/1987	The Faucet-Queens Inc.	Registered; Renewal deadline 8/18/2007
HELPING HAND	Reg. No. 1,489,228 Reg. Date: 5/24/1988	The Faucet-Queens Inc.	Registered; Renewal deadline 5/24/2008
HELPING HAND	Reg. No. 1,744,249 Reg. Date: 1/5/1993	The Faucet-Queens Inc.	Registered; Renewal deadline 1/5/2013
HELPING HAND	Reg. No. 2,994,302 Reg. Date: 9/13/2005	The Faucet Queens Inc.	Registered; Declaration deadline 9/13/2011 and Renewal deadline 9/13/2015
HELPING HAND	Reg. No. 3,055,520 Reg. Date: 1/31/2006	The Faucet-Queens Inc.	Registered; Declaration deadline 1/31/2012 and Renewal deadline 1/31/2016
HELPING HAND	Appl. No. 78/673,074 Filing Date: 7/19/2005	The Faucet-Queens Inc.	Pending application; Statement of Use deadline 8/7/2006
THELPING HAND	Reg. No. 3,054,734 Reg. Date: 1/31/2006	The Faucet Queens Inc.	Registered; Declaration deadline 1/31/2012 and Renewal deadline 1/31/2016
THELPING HAND	Reg. No. 3,055,521 Reg. Date: 1/31/2006	The Faucet-Queens Inc.	Registered; Declaration deadline 1/31/2012 and Renewal deadline 1/31/2016

1 HELPING HAND	Reg. No. 1,572,889 Reg. Date:	The Faucet Queens Inc.	Registered; Renewal deadline 12/26/2009
THELPING HAND	Reg. No. 1,765,931 Reg. Date: 4/20/1993	The Faucet-Queens Inc.	Registered; Renewal deadline 4/20/2013
THELPING HAND	Reg. No. 1,810,797 Reg. Date: 12/14/1993	The Faucet-Queens Inc.	Registered; Renewal deadline 12/14/2013
THELPING HAND	Reg. No. 1,928,076 Reg. Date: 10/17/1995	The Faucet-Queens Inc.	Registered; Renewal deadline 10/17/2015
THELPING HAND	Reg. No. 2,416,889 Reg. Date: 1/2/2001	The Faucet Queens Inc.	Registered; Declaration deadline 1/2/2007 and Renewal deadline 1/2/2011
THELPING HAND	Appl. No. 78/674,026 Filing Date: 7/20/2005	The Faucet-Queens Inc.	Pending application; mark will soon be published for opposition (publication date not available)
	Reg. No. 1,363,217 Reg. Date: 10/1/1985	The Faucet-Queens Inc.	Registered; Renewal deadline 10/1/2015
SHAMPOO 'N RINSE	Reg. No. 934,705 Reg. Date: 5/23/1972	The Faucet-Queens Inc.	Registered; Renewal deadline 5/23/2012
SIZZLIN' SAVINGS	Reg. No. 2,744,249 Reg. Date: 7/29/2003	The Faucet-Queens Inc.	Registered; Declaration deadline 7/29/2009 and Renewal deadline 7/29/2013
SOCK LOCKS	Appl. No. 78/698,475 Filing Date: 8/23/2005	The Faucet-Queens Inc.	Pending application; awaiting examination

spritzer .	Reg. No. 921,822 Reg. Date: 10/12/1971	The Faucet-Queens Inc.	Registered; Renewal deadline 10/12/2011
TAILOR MADE	Appl. No. 78/673,120 Filing Date: 7/19/2005	The Faucet-Queens Inc.	Pending application; awaiting examination
TOOLS WITH A TWIST	Reg. No. 2,958,236 Reg. Date: 5/31/2005	The Faucet-Queens Inc.	Registered; Declaration deadline 5/31/2011 and Renewal deadline 5/31/2015
Tooks with a lower	Reg. No. 2,953,511 Reg. Date: 5/17/2005	The Faucet-Queens Inc.	Registered; Declaration deadline 5/17/2011 and Renewal deadline 5/17/2015
WEEKEND WARRIOR	Appl. No. 78/674,090 Filing Date: 7/20/2005	The Faucet-Queens Inc.	Pending application; awaiting examination

ARGENTINA

Mark	Reg. No./Reg. Date OR Appl. No./Filing Date	Ownership	Status
FAUCET QUEEN	Reg. No. 1,854,615 Reg. Date: 12/5/2001	The Faucet Queens Inc.	Registered; Renewal deadline 12/5/2011
FAUCET QUEEN	Reg. No. 1,853,119 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011
FAUCET QUEEN	Reg. No. 1,853,120 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011
HELPING HAND	Reg. No. 1,853,113 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011

FAUCET QUEEN	Reg. No. 1,853,111 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011
FAUCET QUEEN	Reg. No. 1,854,110 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011
FAUCET QUEEN	Reg. No. 1,853,108 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011
HELPING HAND	Reg. No. 1,853,114 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011
HELPING HAND	Reg. No. 1,853,115 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011
HELPING HAND	Reg. No. 1,853,116 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011
HELPING HAND	Reg. No. 1,853,117 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered: Renewal deadline 11/26/2011
	Reg. No. 1,853,118 Reg. Date: 11/26/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/26/2011
	Reg. No. 1,854,167 Reg. Date: 11/30/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/30/2011
	Reg. No. 1,854,169 Reg. Date: 11/30/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/30/2011

BRAZIL

Mark	Reg. No./Reg. Date	Ownership	Status
	OR		
	Appl. No./Filing		

	Date		
FAUCET QUEEN	Appl. No. 822848430	The Faucet-Queens Inc.	Pending application; published
	Filing Date: 6/20/2000		
FAUCET QUEEN	Appl. No. 822848449	The Faucet-Queens Inc.	Pending application; published
	Filing Date: 6/20/2000		
FAUCET QUEEN	Appl. No. 822848422	The Faucet-Queens Inc.	Pending application; published
	Filing Date: 6/20/2000		
FAUCET QUEEN)	Appl. No. 822985713	The Faucet-Queens Inc.	Pending application; published
	Filing Date: 6/20/2000		
FAUCET QUEEN	Appl. No. 822985721	The Faucet-Queens Inc.	Pending application; published
	Filing Date: 6/20/2000		
FAUCET QUEEN	Appl. No. 822982544	The Faucet-Queens Inc.	Pending application; published
	Filing Date: 6/20/2000		
HELPING HAND	Appl. No. 822848376	The Faucet-Queens Inc.	Pending application; published
	Filing Date: 6./20/2000		

HELPING HAND	Appl. No. 822848384 Filing Date: 6/20/2000	The Faucet-Queens Inc.	Pending application; published
HELPING HAND	Appl. No. 822848392 Filing Date: 6/20/2000	The Faucet-Queens Inc.	Pending application; published
HELPING HAND	Appl. No. 822848406 Filing Date: 6/20/2000	The Faucet-Queens Inc.	Pending application; published
HELPING HAND	Appl. No. 822848414 Filing Date: 6/20/2000	The Faucet-Queens Inc.	Pending application; published
	Appl. No. 822985683 Filing Date: 6/20/2000	The Faucet-Queens Inc.	Pending application; published
	Appl. No. 822985691 Filing Date: 6/20/2000	The Faucet-Queens Inc.	Pending application; published
	Appl. No. 822985705 Filing Date: 6/20/2000	The Faucet-Queens Inc.	Pending application; published

CANADA

Mark	Reg. No./Reg. Date OR Appl. No./Filing Date	Ownership	Status
FAUCET QUEEN	Reg. No. TMA339888 Reg. Date: 5/6/1988	The Faucet-Queens Inc.	Registered; Renewal deadline 5/6/2013
HELPING HAND	Appl. No. 1286177 Filing Date: 1/16/2006	The Faucet-Queens Inc.	Pending application; awaiting examination
HELPING HAND	Appl. No. 1214670 Filing Date:	The Faucet-Queens Inc.	Pending application

	4/27/2004		
THELPING HAND	Appl. No. 1286178 Filing Date: 1/16/2006	The Faucet-Queens Inc.	Pending application; awaiting examination
THELPING HAND	Appl. No. 1214671 Filing Date: 4/27/2004	The Faucet-Queens Inc.	Pending application
	Reg. No. TMA320026 Reg. Date: 10/31/1986	The Faucet-Queens Inc.	Registered; Renewal deadline 10/31/2016

MEXICO

Mark	Reg. No./Reg. Date	Ownership	Status
	OR		
	Appl. No./Filing		
	Date		
	Reg. No. 728,538	The Faucet Queens	Registered; Renewal
FAUCET QUEEN		Inc.	deadline 6/23/2010
	Reg. Date:		
	6/23/2000		
	Reg. No. 681,012	The Faucet Queens	Registered; Renewal
FAUCET QUEEN		Inc.	deadline 6/23/2010
	Reg. Date:		
	6/23/2000		
	Reg. No. 854,644	The Faucet-Queens	Registered; Renewal
FAUCET QUEEN		Inc.	deadline 6/23/2010
	Reg. Date:		
	6/23/2000		
HELPING HAND	Appl. No. 653,530	The Faucet Queens	Pending application;
		Inc.	awaiting examiner's
	Filing Date:		response
	4/27/2004		
HELPING HAND	Appl. No. 653,529	The Faucet Queens	Pending application;
	m'11 m	Inc.	awaiting examiner's
	Filing Date:		response
WELDING WAY	4/27/2004		
HELPING HAND	Appl. No. 760,777	The Faucet Queens	Pending application;
	Till D	Inc.	awaiting
	Filing Date:		examination
HEI DDIG HAND	1/16/2006		
HELPING HAND	Appl. No. 760,778	The Faucet Queens	Pending application;

	Filing Date: 1/16/2006	Inc.	awaiting examination
HELPING HAND	Appl. No. 760,779 Filing Date: 1/16/2006	The Faucet Queens Inc.	Pending application; awaiting examination
HELPING HAND	Reg. No. 725,379 Filing Date: 6/23/2000	The Faucet Queens Inc.	Registered; Renewal deadline 6/23/2010
HELPING HAND	Reg. No. 681,192 Filing Date: 6/23/2000	The Faucet Queens Inc.	Registered; Renewal deadline 6/23/2010
HELPING HAND	Reg. No. 776,027 Filing Date: 6/23/2000	The Faucet Queens Inc.	Registered; Renewal deadline 6/23/2010
HELPING HAND	Reg. No. 681,191 Filing Date: 6/23/2000	The Faucet Queens Inc.	Registered; Renewal deadline 6/23/2010
HELPING HAND	Reg. No. 863,173 Filing Date: 6/23/2000	The Faucet Queens Inc.	Registered; Renewal deadline 6/23/2010
THELPING HAND	Appl. No. 760,780 Filing Date: 1/16/2006	The Faucet Queens Inc.	Pending application; awaiting examination
THELPING HAND	Appl. No. 760,781 Filing Date: 1/16/2006	The Faucet Queens Inc.	Pending application; awaiting examination
THELPING HAND	Appl. No. 760,782 Filing Date: 1/16/2006	The Faucet Queens Inc.	Pending application; awaiting examination
	Reg. No. 683,091 Reg. Date: 6/23/2000	The Faucet Queens Inc.	Registered; Renewal deadline 6/23/2010

Reg. No. 713,118 Reg. Date: 6/23/2000	The Faucet Queens Inc.	Registered; Renewal deadline 6/23/2010
Reg. No. 728,537 Reg. Date: 6/23/2010	The Faucet Queens Inc.	Registered: Renewal deadline 6/23/2010

VENEZUELA

Mark	Reg. No./Reg. Date OR Appl. No./Filing Date	Ownership	Status
FAUCET QUEEN	Reg. No. P249862 Reg. Date:	The Faucet Queens Inc.	Registered; Renewal deadline 11/19/2011
FAUCET QUEEN	Reg. No. P249863 Reg. Date: 11/19/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/19/2011
FAUCET QUEEN	Reg. No. P249858 Reg. Date: 11/19/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/19/2011
HELPING HAND	Reg. No. P249859 Reg. Date: 11/19/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/19/2001
HELPING HAND	Reg. No. P249860 Reg. Date: 11/19/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/19/2011
HELPING HAND	Reg. No. P249861 Reg. Date: 11/19/2001	The Faucet Queens Inc.	Registered; Renewal deadline 11/19/2011
	Appl. No. 121235- 2000	The Faucet Queens Inc.	Pending application

Appl. No. 021236- 2000	The Faucet Queens Inc.	Pending application
Appl. No. 021237- 2000	The Faucet Queens Inc.	Pending application

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RECORDED: 04/17/2006