

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
Butler Home Products, LLC		05/05/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	55 South Lake Ave., Suite 900
Internal Address:	Attn: Portfolio Manager
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2088269	ALWAYS ANOTHER NEAT IDEA
Registration Number:	1401250	BOWLER
Registration Number:	1406766	BUTLER
Registration Number:	1717106	BUTLER
Registration Number:	1403189	
Registration Number:	1873302	CHAM-IT
Registration Number:	1402215	DUST HANDLER
Registration Number:	2582962	DUSTALL
Registration Number:	1401249	GRIME FIGHTER
Registration Number:	1402214	LINT GRABBER
Registration Number:	2505422	NEAT SWEEP
Registration Number:	2009054	POWER BRUSH
Registration Number:	1789888	SCRUB BOB

CH \$640.00 2088269

Registration Number:	1700604	SHORT SHOVEL
Registration Number:	2078081	STEP-ON-IT
Registration Number:	0666873	SUBURBANITE
Registration Number:	1245044	SUBURBANITE
Registration Number:	1900232	SUPER MOP
Registration Number:	2875000	CLEANALL
Registration Number:	2962662	BROOM IN A BOX
Registration Number:	2980201	MOP IN A BOX
Registration Number:	3025705	SQUIRT
Registration Number:	2905363	SQUIRT
Registration Number:	2283916	BUTLER'S EDGE
Serial Number:	78587146	SWISH

CORRESPONDENCE DATA

Fax Number: (213)443-2926
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-617-5493
Email: jcravitz@sheppardmullin.com
Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 48th Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0TK7-063777
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	05/17/2006

Total Attachments: 13
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TRADEMARK

REEL: 003310 FRAME: 0787

AMENDMENT NO. 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of May 5, 2006, is entered into by and between BANK OF AMERICA, N.A. ("Bank of America"), as Agent for the Lenders referred to below ("Secured Party") and BUTLER HOME PRODUCTS, LLC, a Delaware limited liability company ("Debtor"), with reference to the following facts:

RECITALS

A. Debtor and Bradshaw International, Inc., a California corporation (collectively with Debtor, the "Borrowers") entered into that certain Loan and Security Agreement dated as of February 14, 2003 (as amended from time to time, the "Prior Loan Agreement"), by and among Borrowers, the lenders from time to time a party thereto, and Banc of America Leasing & Capital, LLC (successor-in-interest to Fleet Capital Corporation) ("BALC"), as agent ("Prior Agent"). BALC has assigned all if its right, title and interest in and to the Prior Loan Agreement, the related loan documents and the credit facility evidenced thereby to Bank of America.

B. In connection with the Prior Loan Agreement, Debtor entered into that certain Patent and Trademark Security Agreement dated as of February 14, 2003, in favor of Prior Agent (as amended, restated, supplement, or otherwise modified, the "Security Agreement").

C. BALC has assigned all of its right, title and interest in and to the Prior Loan Agreement, the related loan documents and the credit facility evidenced thereby to Bank of America.

D. Borrowers entered into an Amended and Restated Loan and Security Agreement dated as of March 2, 2006, among Borrowers, the lenders from time to time a party thereto (each a "Lender: and collectively, the "Lenders"), and Secured Party (as amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement").

E. Debtor and Secured Party wish to amend the Security Agreement as set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Any and all initially capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Security Agreement.

2. Amendment to Recital A. Recital A is amended and restated in its entirety to read as follows:

A. Pursuant to the Amended and Restated Loan and Security Agreement, dated as of March 2, 2006, by and among Debtor, Bradshaw International, Inc., a California corporation ("collectively with Debtor, the "Borrowers"), the lenders from time to time a party thereto (collectively, the "Lenders" and individually, a "Lender"), and Secured Party (as amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to the Borrowers.

3. Amendment to Schedule A – Patents and Patent Applications. Schedule A to the Security Agreement is hereby amended and replaced by Schedule A attached hereto as Annex 1.

4. Amendment to Schedule B – Trademarks and Service Marks. Schedule B to the Security Agreement is hereby amended and replaced by Schedule B attached hereto as Annex 2.

5. Conditions Precedent. The effectiveness of this Amendment shall be subject to the Secured Party's receipt of an original of this Amendment, duly executed by Debtor.

6. Miscellaneous.

(a) Survival of Representations and Warranties. All representations and warranties made in the Security Agreement or in any other document or documents relating thereto, including, without limitation, any Loan Document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment.

(b) Reference to Trademark Security Agreement. The Security Agreement, each of the other Loan Documents, and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof, or pursuant to the terms of the Loan Agreement, are hereby amended so that any reference therein to the Security Agreement shall mean a reference to the Security Agreement as amended by this Amendment.

(c) Loan Agreement Remains in Effect. The Loan Agreement and the other Loan Documents remain in full force and effect and Debtor ratifies and confirms its agreements and covenants contained in each Loan Document to which it is a party.

(d) Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

(e) Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. [Delivery of executed counterparts to the documents described in Section 5 by telecopy or electronic mail shall be effective as delivery of originally executed counterparts, provided that such originally executed counterparts shall be delivered to Secured Party as promptly as practicable, but in no event later than 5 business days following the date hereof.]

(f) Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

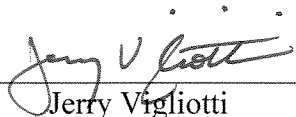
(g) NO ORAL AGREEMENTS. THIS AMENDMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS AS WRITTEN, REPRESENTS THE FINAL AGREEMENT AMONG SECURED PARTY AND DEBTOR AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT

ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG SECURED PARTY AND DEBTOR.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

BUTLER HOME PRODUCTS, LLC,
a Delaware limited liability company

By: 

Jerry Vigliotti
Senior Vice President
Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent

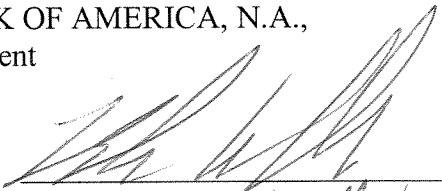
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

BUTLER HOME PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Jerry Vigliotti
Senior Vice President
Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Blair K. Malton
Title: VP

SCHEDULE A
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Applications

See Attached

Patent List by Country

Country: UNITED STATES OF AMERICA

Case Number/ Title	Case Type	Application Number/Date	Patent Number/Date	Status Expiration Date
E0231.70001US00 IMPROVED DUSTPAN UTILITY PATENT	ORD	08/636284 23-Apr-1996	5826297 27-Oct-1998	Granted 23-Apr-2016
E0231.70002US00 TWIST MOP	ORD	08/684176 19-Jul-1996	5642551 01-Jul-1997	Granted 19-Jul-2016
E0231.70003US00 TWIST MOP (CIP OF E0231/7002)	ORD	08/798854 12-Feb-1997	5819356 13-Oct-1998	Granted 19-Jul-2016
E0231.70004US00 COMBINATION MOP AND WIPER	ORD	08/841441 22-Apr-1997	5920942 13-Jul-1999	Granted 13-Jul-2016
E0231.70005US00 DUST PAN (DESIGN) DESIGN PATENT (FWC OF E0231/7000, S/N 29/050,747)	DES	29/075479 19-Jun-1997	D398115 08-Sep-1998	Granted
E0231.70008US00 MOP HEAD	DES	29/087186 28-Apr-1998	D417934 21-Dec-1999	Granted
E0231.70014US00 MOP HANDLE	DES	29/162006 06-Jun-2002	D468503 07-Jan-2003	Granted
E0231.70015US00 MOP HANDLE	DES	29/162001 06-Jun-2002	D468502 07-Jan-2003	Granted

Patent List by Country

Country: UNITED STATES OF AMERICA

Case Number/ Title	Case Type	Application Number/Date	Patent Number/Date	Status Expiration Date
BROOM AND DUSTPAN KIT	ORD	10/340531 10-Jan-2003	6902060 07-Jun-2005	Granted
REMOVABLE CLEANING ELEMENT FROM MOP	ORD	09/067281 27-Apr-1998	6058548 09-May-2000	Granted

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT
Trademarks and Service Marks

See Attached

Trademark List by Country

Country: CANADA

Trademark	Case Number	Status/ Class(es)	Application Number/Date	Registration Number/Date
BUTLER (BLOCK)	E0231.20037CA00 <i>Register: N/A</i>	Registered N/A	1084115 27-Nov-2000	638877 03-May-2005
<i>Goods:</i> Brooms, mops, floor and scrubbing brushes, dustpans, scouring sponges and ironing board covers.				
BUTLER (Design plus character(s))	E0231.20014CA00 <i>Register: N/A</i>	Registered N/A	1008458 15-Mar-1999	635861 22-Mar-2005
<i>Goods:</i> Brooms, mops, floor and scrubbing brushes, dustpans, scouring sponges and ironing board covers.				
DUSTALL & DESIGN (Word Mark (Stylized))	E0231.20035CA00 <i>Register: N/A</i>	Registered N/A	1031044 01-Oct-1999	TMA559773 27-Mar-2002
<i>Goods:</i> Dust mops				

Trademark List by Country

Country: UNITED STATES OF AMERICA

Trademark	Case Number	Status/ Class(es)	Application Number/Date	Registration Number/Date
ALWAYS ANOTHER NEAT IDEA (BLOCK)	E0231.20025US00 <i>Register: P</i>	Registered 21 Int.	75/033265 15-Dec-1995	2088269 12-Aug-1997
<i>Goods:</i> Dust pans, brooms, mops, replacement mop head attachments, dust brushes, floor and scrubbing brushes, bowl brushes, lint brushes, scouring sponges, and wiping cloths.				
BOWLER (Word Mark (Stylized))	E0231.20007US00 <i>Register: P</i>	Registered 21 Int.	73/572511 09-Dec-1985	1401250 15-Jul-1986
<i>Goods:</i> Bowl brushes.				
BUTLER & DESIGN (Word Mark (Stylized))	E0231.20002US00 <i>Register: P</i>	Registered 21 Int.	73/572322 09-Dec-1985	1406766 26-Aug-1986
<i>Goods:</i> Dustpan and brush combinations.				
BUTLER (Design plus character(s))	E0231.20014US00 <i>Register: P</i>	Registered 21 Int.	74/087428 13-Aug-1990	1717106 15-Sep-1992
<i>Goods:</i> Brooms, mops, floor and scrubbing brushes, dustpans, scouring sponges, and ironing board covers.				
BUTLER DESIGN (Miscellaneous Design)	E0231.20003US00 <i>Register: P</i>	Registered 21 Int.	73/572466 09-Dec-1985	1403189 29-Jul-1986
<i>Goods:</i> Dustpan and brush combinations.				
CHAM-IT (BLOCK)	E0231.20020US00 <i>Register: P</i>	Registered 21 Int.	74/379704 15-Apr-1993	1873302 10-Jan-1995
<i>Goods:</i> Wiping cloths.				
DUST HANDLER (Word Mark (Stylized))	E0231.20004US00 <i>Register: P</i>	Registered 21 Int.	73/572512 09-Dec-1985	1402215 22-Jul-1986
<i>Goods:</i> Mops, namely dry mops, including cotton and wool mitt mops and refills therefor, and feather dusters.				
DUSTALL (BLOCK)	E0231.20035US00 <i>Register: P</i>	Registered 21 Int.	75/810871 29-Sep-1999	2582962 18-Jun-2002
<i>Goods:</i> Dust mops.				
GRIMEFIGHTER (Word Mark (Stylized))	E0231.20005US00 <i>Register: P</i>	Registered 21 Int.	73/572279 09-Dec-1985	1401249 15-Jul-1986
<i>Goods:</i> Household cleaning implements-namely, mops and mop attachments and refills, including sponge mops with floor scrubbers.				

Trademark List by Country

Country: UNITED STATES OF AMERICA

Trademark	Case Number	Status/ Class(es)	Application Number/Date	Registration Number/Date
LINT GRABBER (Word Mark (Stylized))	E0231.20006US00 <i>Register: P</i> <i>Goods: Lint removers.</i>	Registered 21 Int.	73/572364 09-Dec-1985	1402214 22-Jul-1986
NEAT SWEEP (BLOCK)	E0231.20036US00 <i>Register: P</i> <i>Goods: Dust pans and brooms.</i>	Registered 21 Int.	75/874366 17-Dec-1999	2505422 06-Nov-2001
POWER BRUSH (BLOCK)	E0231.20023US00 <i>Register: P</i> <i>Goods: Toilet bowl brushes.</i>	Registered 21 Int.	74/622404 18-Jan-1995	2009054 15-Oct-1996
SCRUB BOB (BLOCK)	E0231.20017US00 <i>Register: P</i> <i>Goods: Scrub brush with a hand grip.</i>	Registered 21 Int.	74/215286 24-Oct-1991	1789888 24-Aug-1993
SHORT SHOVEL (BLOCK)	E0231.20016US00 <i>Register: P</i> <i>Goods: Dust pans.</i>	Registered 21 Int.	74/197795 26-Aug-1991	1700604 14-Jul-1992
STEP-ON-IT (BLOCK)	E0231.20024US00 <i>Register: P</i> <i>Goods: Dust pan.</i>	Registered 21 Int.	75/033216 15-Dec-1995	2078081 08-Jul-1997
SUBURBANITE (BLOCK)	E0231.20010US00 <i>Register: P</i> <i>Goods: Dry and wet mops.</i>	Registered 21 Int.	72/040331 08-Nov-1957	666873 09-Sep-1958
SUBURBANITE (BLOCK)	E0231.20000US00 <i>Register: P</i> <i>Goods: Brooms, Brushes, Sponges.</i>	Registered 21 Int.	73/365516 20-May-1982	1245044 12-Jul-1983
SUPER MOP (BLOCK)	E0231.20022US00 <i>Register: S</i> <i>Goods: Cleaning mop.</i>	Registered 21 Int.13-Jun-1995	74/471520	1900232

Trademark List by Country

Country: UNITED STATES OF AMERICA

Trademark	Case Number	Status/ Class(es)	Application Number/Date	Registration Number/Date
SWISH	<i>Register:</i> <i>Goods:</i> Mops and toilet bowl brushes.	Pending 21 Int.	78/587146 15-Mar-2005	
CLEANALL	<i>Register:</i> <i>Goods:</i> Cleaning cloths.	Registered 21 Int.	78/297097 08-Sep-2003	2875000 17-Aug-2004
BROOM IN A BOX	<i>Register:</i> <i>Goods:</i> Unassembled brooms sold in boxes.	Registered 21 Int.	78/234525 07-Apr-2003	2962662 14-Jun-2005
MOP IN A BOX	<i>Register:</i> <i>Goods:</i> Unassembled mops sold in boxes.	Registered 21 Int.	78/234518 07-Apr-2003	2980201 26-Jul-2005
SQUIRT	<i>Register:</i> <i>Goods:</i> Wet mops and refill cleaning pads.	Registered 21 Int.	76/603613 23-Jul-2004	3025705 13-Dec-2005
SQUIRT	<i>Register:</i> <i>Goods:</i> Wet mops.	Registered 21 Int.	76/502800 01-Apr-2003	2905363 23-Nov-2004
BUTLER'S EDGE	<i>Register:</i> <i>Goods:</i> Mops.	Registered 21 Int.	75/380957 28-Oct-1997	2283916 05-Oct-1999