

Form **PTO-1594** **RECORDATION FORM COVER SHEET** U. S. Department of Commerce  
 (rev 06/04) **TRADEMARKS ONLY** Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**  
**3 Day Blinds, Inc.**

Individual(s) Association  
 General Partnership Limited Partnership  
 Corporation  
 Other

Citizenship California

Execution Date(s) June 20, 2006

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and Address of receiving party(ies)**  
 Additional name(s) & address(es) attached?  Yes  No

Name: CIT Lending Services Corporation

Internal Address: \_\_\_\_\_

Street Address: c/o CIT Global Sponsor Finance  
1 CIT Drive, 3<sup>rd</sup> Floor

City: Livingston

State: NJ

Country: U.S. Zip: 07039

Association - Citizenship \_\_\_\_\_  
 General Partnership - Citizenship \_\_\_\_\_  
 Limited Partnership - Citizenship \_\_\_\_\_  
 Corporation - Citizenship Delaware  
 Other \_\_\_\_\_  
 Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

Assignment Merger  
 Security Agreement Change of Name  
 Government Interest Assignment  
 Other Trademark Security Agreement

**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).  
 78594733 78421357 78518478

B. Trademark Registration No(s).

2608241	2968426	2416283
2718019	2958592	2392142
2716484	1497759	2420057
2818007	1507197	2443574
2795703	1693043	2541711
2798732	1719487	2472357
2805531	1975201	2532761
2861356	2124319	1742302

Additional numbers attached?  Yes  No

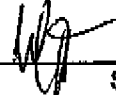
**5. Name and address of party to whom correspondence concerning document should be mailed:**

Oren Epstein, Esq.  
 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
 Four Times Square  
 New York, New York 10036  
 Tel: (212) 735-2517  
 Fax: (917) 777-2517  
 oepstein@skadden.com

**6. Total number of applications and registrations involved:** 27

**7. Total fee (37 CFR 1.21(h) and 3.41) \$690**  
 All fees and any deficiencies are authorized to be charged to Deposit Account  
 (Our Ref. 140470/27)

**8. Payment Information**  
 Deposit Account No. 19-2385  
 Authorized user Name: Michael McGuire

**9. Signature.**  June 29, 2006

Signature Date

Oren Epstein

Name of Person Signing

Total number of pages including cover sheet, and documents: 8

CHI \$690.00 192385 78594733

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of June 20, 2006, made by 3 DAY BLINDS, INC., a California corporation (the "Grantor"), in favor of CIT LENDING SERVICES CORPORATION, as administrative agent (together with its successors, in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), in connection with the Credit Agreement, dated as of June 20, 2006 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement"), among 3 Day Blinds, Inc., a Delaware corporation (as successor in interest to M & T Merger, Inc.), H & B Holdings, Inc., a Delaware corporation, the banks and other financial institutions or entities from time to time party thereto as lenders (the "Lenders"), and the Administrative Agent.

### WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 20, 2006, made by the Grantor and the other grantors party thereto in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Collateral Agreement"), the Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in the Collateral Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations.

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent agree as follows:

#### *Section 1. Defined Terms*

Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

#### *Section 2. Grant of Security Interest in Trademarks*

Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations

(i) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in

connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (b) the right to obtain all renewals thereof;

(ii) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to on Schedule A hereto; and

(iii) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, that no United States intent-to-use trademark or service mark application shall be included in the term "Trademark Collateral" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; after such period, Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Trademark Collateral

### ***Section 3. Collateral Agreement***

The security interests granted pursuant to this Agreement are granted concurrently, and in conjunction, with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

### ***Section 4. Modifications***

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

### ***Section 5. Applicable Law***

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

### ***Section 6. Recordation***

Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

***Section 7. Counterparts***

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

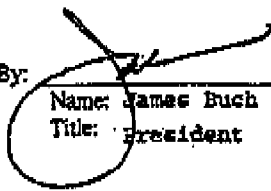
*[signature pages follow]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

GRANTOR:

3 DAY BLINDS, INC.,  
a California corporation

By: \_\_\_\_\_

  
Name: James Buch  
Title: President

[Trademark Security Agreement]

435997

TRADEMARK

REEL: 003342 FRAME: 0232

Jun 19 06 12:09a

Jennifer Reno

4154560518

p. 5

ADMINISTRATIVE AGENT:

CIT LENDING SERVICES CORPORATION,  
as Administrative Agent

By: Eric Toiler  
Name: Eric Toiler  
Title: Vice President

[Trademark Security Agreement]

435997

Schedule A  
to  
Trademark Security Agreement

<u>Country/ State</u>	<u>Title</u>	<u>Application No.</u>	<u>Appl. Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Grantor</u>
Arizona	ARIZONA'S WINDOW COVERING SPECIALISTS	-----	-----	44991	6/18/2001	3 Day Blinds, Inc., a California corporation
California	3DB and Design	-----	-----	86390	12/31/1987	3 Day Blinds, Inc., a California corporation
California	3 DAY BLINDS & Design	-----	-----	84196	5/14/1987	3 Day Blinds, Inc., a California corporation
California	3 DAY BLINDS CALIFORNIA'S WINDOW COVERING SPECIALISTS	-----	-----	55105	7/18/2001	3 Day Blinds, Inc., a California corporation
Colorado	COLORADO'S WINDOW COVERING SPECIALISTS	-----	-----	20011011387	1/17/2001	3 Day Blinds, Inc., a California corporation
Delaware	WOODRIDGE	-----	-----	M17737	6/2/2003	3 Day Blinds, Inc., a California corporation
Idaho	E DAY BLINDS IDAHO'S WINDOW COVERING SPECIALISTS	-----	-----	16989	7/16/2001	3 Day Blinds, Inc., a California corporation
Illinois	ILLINOIS' WINDOW COVERING SPECIALIST	-----	-----	86514	1/4/2001	3 Day Blinds, Inc., a California corporation
Missouri	MISSOURI'S WINDOW COVERING SPECIALIST	-----	-----	S015320	1/22/2001	3 Day Blinds, Inc., a California corporation
Nebraska	NEBRASKA'S WINDOW COVERING SPECIALISTS	-----	-----	1000196744	3/30/2001	3 Day Blinds, Inc., a California corporation
Nevada	NEVADA'S WINDOW COVERING SPECIALISTS	-----	-----	Vol. 33, Page 636	2/14/2001	3 Day Blinds, Inc., a California corporation
New Mexico	NEW MEXICO'S WINDOW COVERING SPECIALISTS	-----	-----	TK01060503	6/5/2001	3 Day Blinds, Inc., a California corporation
Ohio	OHIO'S WINDOW COVERING SPECIALIST	-----	-----	1218362	2/26/2001	3 Day Blinds, Inc., a California corporation
Oregon	OREGON'S WINDOW COVERING SPECIALIST	-----	-----	S-34816	1/11/2001	3 Day Blinds, Inc., a California corporation
Utah	UTAH'S WINDOW COVERING SPECIALIST	-----	-----	4858479-0190	1/4/2001	3 Day Blinds, Inc., a California corporation
Utah	WOODRIDGE (stylized)	-----	-----	5330546	6/2/2003	3 Day Blinds, Inc., a California corporation
Washington	WASHINGTON'S WINDOW COVERING SPECIALIST	-----	-----	29445	1/2/2001	3 Day Blinds, Inc., a California corporation
Canada	3 DAY BLINDS & Design	660185	6/18/1990	427716	5/27/1994	3 Day Blinds, Inc., a California corporation
China	3 DAY BLINDS (Chinese Characters)	93045187	6/10/1993	725222	1/14/1995	3 Day Blinds, Inc., a California corporation
China	3 DAY BLINDS & Design	93045186	6/10/1993	725223	1/14/1995	3 Day Blinds, Inc., a California corporation
Mexico	3 DAY BLINDS	160631	2/12/1993	455770	2/12/1993	3 Day Blinds, Inc., a California corporation
USA	SOLAIRE PRIVACY BLIND and Design	76/248310	4/30/2001	2608241	8/13/2002	3 Day Blinds, Inc., a California corporation
USA	R-HOUSE (block letters)	78/594733	3/24/2005	-----	-----	3 Day Blinds, Inc., a

Country/ State	Title	Application No.	Appl. Filing Date	Registration No.	Registration Date	Grantor
						California corporation
USA	SIERRA SHUTTERS	76/334773	11/6/2001	2718019	5/20/2003	3 Day Blinds, Inc., a California corporation
USA	IMPROVING NATURE'S BEST	76/335034	11/6/2001	2716484	5/13/2003	3 Day Blinds, Inc., a California corporation
USA	SEDONA SHUTTERS	76/354200	1/2/2002	2818007	2/24/2004	3 Day Blinds, Inc., a California corporation
USA	SUNCREST SHUTTERS	76/383582	3/14/2002	2795703	12/16/2003	3 Day Blinds, Inc., a California corporation
USA	CORONADO VALANCE	76/383139	3/18/2002	2798732	12/23/2003	3 Day Blinds, Inc., a California corporation
USA	ITS YOUR HOME. DO IT RIGHT	76/391821	4/3/2002	2805531	1/13/2004	3 Day Blinds, Inc., a California corporation
USA	LAKESHORE SHUTTERS	78/154790	8/15/2002	2861356	7/6/2004	3 Day Blinds, Inc., a California corporation
USA	iDESIGN	78/256218	5/30/2003	2968426	7/12/2005	3 Day Blinds, Inc., a California corporation
USA	TILT MAGIC (block letters)	78/326733	11/12/2003	2958592	5/31/2005	3 Day Blinds, Inc., a California corporation
USA	EVOLUTIONS (block letters)	78/421357	5/19/2004	-----	-----	3 Day Blinds, Inc., a California corporation
USA	BRING OUT YOUR INNER DECORATOR (block letters)	78/518478	11/17/2004	-----	-----	3 Day Blinds, Inc., a California corporation
USA	3 DAY BLINDS & Design	73/646048	2/24/1987	1497759	7/26/1988	3 Day Blinds, Inc., a California corporation
USA	3DB and Design	73/692920	11/2/1987	1507197	10/4/1988	3 Day Blinds, Inc., a California corporation
USA	TRANSITIONS	74/111810	10/31/1990	1693043	6/9/1992	3 Day Blinds, Inc., a California corporation
USA	TRANSITIONS (stylized letters)	74/139864	2/19/1991	1719487	9/22/1992	3 Day Blinds, Inc., a California corporation
USA	ULTIMA	74/462297	11/23/1993	1975201	5/21/1996	3 Day Blinds, Inc., a California corporation
USA	DUST-LESS	75/098437	5/3/1996	2124319	12/23/1997	3 Day Blinds, Inc., a California corporation
USA	LIGHT-LESS	75/547535	9/3/1998	2416283	12/26/2000	3 Day Blinds, Inc., a California corporation
USA	DUOSHADE	75/572041	10/16/1998	2392142	10/3/2000	3 Day Blinds, Inc., a California corporation
USA	VIRTUAL WOOD	75/707676	5/17/1999	2420057	1/9/2001	3 Day Blinds, Inc., a California corporation
USA	AMERICAS WINDOW COVERING SPECIALIST	75/836688	10/29/1999	2443574	4/10/2001	3 Day Blinds, Inc., a California corporation
USA	STARLIGHT and Design	76/103591	8/7/2000	2541711	2/19/2002	3 Day Blinds, Inc., a California corporation
USA	SIMPLY SHEERS	75/853012	11/19/1999	2472357	07/24/2001	3 Day Blinds, Inc., a California corporation
USA	SHEER MAGIG (stylized letters)	75/836690	10/29/1999	2532761	01/22/2002	3 Day Blinds, Inc., a California corporation
USA	ESSENTIALS	74/160618	04/25/1991	1742302	12/22/1992	3 Day Blinds, Inc., a California corporation