

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jones Stephens Corp.		09/07/2006	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	505 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2456354	ULTRAFIT
Registration Number:	2519870	PLUMBEST
Registration Number:	2905873	JSC
Registration Number:	3018988	LIQUID LIGHTNING
Registration Number:	3020331	PLUMB AIRE
Serial Number:	78961905	FINAL TOUCH
Serial Number:	78637759	RINSE-QUIK

CORRESPONDENCE DATA

Fax Number: (212)836-6740
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-836-7353
 Email: ocontes@kayescholer.com
 Correspondent Name: Orlando Contes
 Address Line 1: 425 Park Avenue
 Address Line 2: c/o Kaye Scholer LLP

CH \$190.00 2456354

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Johanne Remy

Signature:

/s/ Johanne Remy

Date:

09/11/2006

Total Attachments: 3

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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Jones Stephens Corp., an Alabama corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, a Delaware corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of September 7, 2006 (as amended, modified or supplemented from time to time, the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

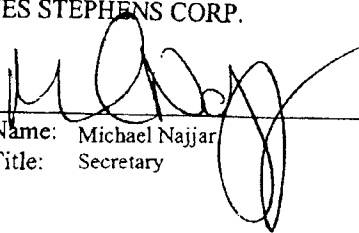
Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 505 Fifth Avenue, 5th Floor, New York, New York 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of September, 2006.

JONES STEPHENS CORP.

By:


Name: Michael Najjar
Title: Secretary

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TRADEMARK
REEL: 003387 FRAME: 0553

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS

<u>Trademark</u>	<u>Registration No. or (Application No.)</u>	<u>Registration Date or (Application Date)</u>
Ultrafit	2456354 (Registration #)	05/29/01
Plumbest	2519870 (Registration #)	12/18/01
JSC	2905873 (Registration #)	11/30/04
Liquid Lightning	3018988 (Registration #)	11/29/05
Plumbaire	3020331 (Registration #)	11/29/05
Rinse-Quik	78637759 (Application #)	05/26/05 (Application Date)
Final Touch	78961905 (Application #)	8/28/06 (Application Date)

* Jones Stephens Corp. is in the process of preparing an application to file for trademark registration with the USPTO for the "Final Touch" mark.

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