

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):
Zenith Products Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Colub Capital Incorporated
Internal Address: 6th Floor
Street Address: 551 Madison Avenue
City: New York
State: NY
Country: USA Zip: 10022

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
Execution Date(s) Sept. 26, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) 78/360,983

B. Trademark Registration No.(s) 1,602,321

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Attached

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

Name: Proskauer Rose LLP
Internal Address: Adam D. Siegartel, Esq.
Street Address: 1585 Broadway
City: New York
State: NY Zip: 10036-8299
Phone Number: 212 969 3000
Fax Number: 212 969 2900
Email Address: trademark@proskauer.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16-2500
Authorized User Name Stephen R. Dwyer

9. Signature: [Signature] October 3, 2006
Signature Date

Adam D. Siegartel
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

CH \$340.00 162500 783609B3

Schedule A
United States Trademarks

ZENITH & Design	Reg. No. 1,602,321
BATHSTYLES	Reg. No. 2,236,008
SWIVEL-LOCK	Reg. No. 2,338,995
ZENITH INTERIORS	Reg. No. 2,409,231
ZENITH	Reg. No. 2,767,281
ZENITH & Design	Reg. No. 2,691,444
BATH IN A BOX	Reg. No. 2,803,171
Z & Design	Reg. No. 2,845,855
TWISTTIGHT	Ser. No. 78/360,983
BATH SPACES	Ser. No. 78/477,633
SHOWER WORKS	Ser. No. 78/477,641
SHOWER WORKS	Ser. No. 78/974,667
PEAK PERFORMANCE	Ser. No. 78/495,165

SECURITY AGREEMENT (TRADEMARKS)

(this "Trademark Security Agreement")

WHEREAS Zenith Products Corporation, a Delaware corporation (the "Pledgor"), having an address at 400 Lukens Drive, New Castle, Delaware 10720, is the owner or assignee of the trademarks (including service marks), federal and state trademark registrations and applications made by the Pledgor, common law trademarks and trade names and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Pledgor is a co-borrower under the terms of that certain Credit Agreement, dated as of September 26, 2006 (as amended from time to time, the "Credit Agreement") among the Pledgor and ZPC Holding Corp., a Delaware corporation, as joint and several borrowers, the Lenders from time to time party thereto (the "Lenders"), Golub Capital Incorporated, having an address at 551 Madison Avenue, 6th Floor, New York, New York 10022, as Lead Agent (the "Agent"), NewStar Financial, Inc., as Administrative Agent, and the other financial institutions named therein as arrangers or agents;

WHEREAS the Pledgor is a party to that certain Security Agreement, dated as of September 26, 2006 (as amended from time to time, the "Security Agreement") among the Pledgor and ZPC Holding Corp., a Delaware corporation, as grantors thereunder, and the Agent, pursuant to which the Pledgor has granted to the Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent and the Secured Parties shall have the rights and remedies set forth in the Security Agreement, including, without limitation, the right to exercise their remedies under the Security Agreement with respect to all of the Pledgor's right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

1. The Pledgor hereby reconfirms the terms of the Security Agreement. The Pledgor further hereby grants to the Agent, for the benefit of the Secured Parties, a First Priority (as defined in the Credit Agreement) security interest in and lien on all of the Pledgor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world; and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral"). Notwithstanding any of the other provisions set forth in this Section 1, the "Trademark Collateral" shall not include and the Pledgor shall not be deemed to have granted a First Priority security interest to the Agent in any

of Pledgor's rights in and to any Trademark Collateral to the extent that (x) such Trademark Collateral is not assignable or capable of being encumbered as a matter of law or under the terms of any license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law, including Sections 9-408 and 9-409 of the UCC (or the corresponding provisions) as in effect in any relevant jurisdiction), without the consent of the licensor or lessor thereof or other applicable party or parties thereto and (y) such consent has not been obtained. For the avoidance of doubt, Schedule A attached hereto excludes any trademarks and applications for trademarks that do not constitute Trademark Collateral as a result of the immediately preceding sentence.

2. The grant of a First Priority security interest in the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

3. The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

4. This Trademark Security Agreement has been entered into in connection with the Security Agreement, and the Pledgor and the Agent hereby acknowledge and agree that the grant of the First Priority security interest hereunder to the Agent, for the benefit of the Secured Parties, and the rights and remedies of the Agent and the Secured Parties with respect to the Trademark Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

5. This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

6. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgor and the Agent has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 24th day of September, 2006.

PLEDGOR:

ZENITH PRODUCTS CORPORATION

By: _____

Joseph Mahon
Name: Joseph Mahon
Title: President

AGENT:

GOLUB CAPITAL INCORPORATED

By: _____

Name: Gregory W. Cashman
Title: Chief Investment Officer

Trademark Security Agreement

TRADEMARK
REEL: 003402 FRAME: 0681

IN WITNESS WHEREOF, each of the Pledgor and the Agent has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 26th day of September, 2006.

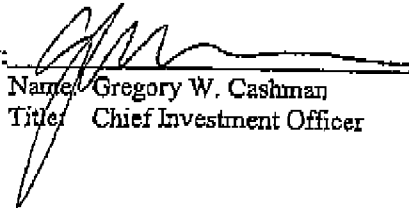
PLEDGOR:

ZENITH PRODUCTS CORPORATION

By: _____
Name:
Title:

AGENT:

GOLUB CAPITAL INCORPORATED

By:  _____
Name: Gregory W. Cashman
Title: Chief Investment Officer

Trademark List by Client

Client: 682931 Zenith Products Corporation

Page: 1

Trademark	Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
BATH IN A BOX	United States of America	Registered 20 Int.	76/371,085 19-Feb-2002	2,803,171 06-Jan-2004
BATH SPACES	United States of America	Pending 20 Int.	78/477,633 02-Sep-2004	
BATHSTYLES	United States of America	Registered	75/067,050 04-Mar-1996	2,236,008 30-Mar-1999
PEAK PERFORMANCE	United States of America	Pending 09 Int.	78/495,165 06-Oct-2004	
SWIVEL-LOCK	United States of America	Registered	75/298,381 27-May-1997	2,338,995 4-April-2000
SHOWER WORKS	United States of America	Pending	78/477,641 2-Sep-2004	
SHOWER WORKS	United States of America	Pending 20 Int., 21 Int., 24 Int.	78/974,667 14-Sep-2006	
TWISTTIGHT & DESIGN	United States of America	Pending 20 Int.	78/360,983 02-Feb-2004	
Z LOGO	United States of America	Registered 20 Int., 21 Int.	76/425,261 24-Jun-2002	2,845,855 25-May-2004
Z ZENITH & DESIGN	United States of America	Registered 20 Int., 21 Int.	76/125,644 11-Sep-2000	2,691,444 25-Feb-2003
Z ZENITH PRODUCTS CORP. &		Registered	73/773,083	1,602,321

NY: 52874-3

DESIGN	United States of America	20 Int., 21 Int.	05-Jan-1989	19-Jun-1990
ZENITH	United States of America	Registered 20 Int., 21 Int.	76/125,647 11-Sep-2000	2,767,281 23-Sep-2003
ZENITH INTERIORS	United States of America	Registered 20 Int.	75/549,128 08-Sep-1998	2,409,231 28-Nov-2000