

11-15-2006

MMERCE
ark Office

RECORDATION FORM CC
TRADEMARKS



103336209

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):

Casabella Holdings L.L.C.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other limited liability company

Citizenship (see guidelines) U.S. Company

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 3, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?
Manufacturers and Traders

- ☐ Yes
☒ No

Name: Trust Company

Internal

Address: _____

Street Address: One M&T Plaza

City: Buffalo

State: New York

Country: U.S.A. Zip: 14240

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship U.S. Banking Corporation
☐ 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)

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

A. Trademark Application No.(s)

76/653,786

78/816,899

B. Trademark Registration No.(s)

2,358,174

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Eon S. Nichols

Internal Address: _____

Street Address: 445 Hamilton Avenue
14th Floor

City: White Plains

State: New York Zip: 10601

Phone Number: 914-761-1300

Fax Number: 914-761-5372

Email Address: enichols@cuddyfeder.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465

- ☐ 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 _____
Authorized User Name _____

9. Signature:

Signature

11-8-06

Date

Name of Person Signing

Total number of pages including cover
sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003436 FRAME: 0863

Continuation to Item 4B. on the Recordation Form Cover Sheet

MARK	REGISTRATION NO.	REGISTERED	OWNER
Muscle	2,358,174	06/13/00	Kaminstein Imports Inc.
The Big, The Bad, and the Thirsty	2,608,035	08/13/02	Kaminstein Imports Inc.
It's Not Your Mother's	2,848,151	06/01/04	Kaminstein Imports Inc.
Magnet Broom	1,966,965	04/09/96	Kaminstein Imports Inc.
Magnet Mop	2,444,893	04/17/01	Kaminstein Imports Inc.
Curvaceous	2,637,057	10/15/02	Kaminstein Imports Inc.
Casabella	1,976,718	05/28/96	Kaminstein Imports Inc.
Casabella	2,651,483	11/19/02	Kaminstein Imports Inc.
Wet	2,227,621	03/02/99	Kaminstein Imports Inc.
Wring Leader	2,854,762	06/15/04	Kaminstein Imports Inc.
Dish Turtle	2,847,308	06/01/04	Kaminstein Imports Inc.
Zoom Broom	2,967,960	07/12/05	Kaminstein Imports Inc.
Crumb-Pod	3,117,784	07/18/06	Kaminstein Imports Inc.
Grook	2,950,921	05/17/05	Kaminstein Imports Inc.
So Happy Together	2,805,377	01/13/04	Kaminstein Imports Inc.
Casacolor	3,154,641	10/10/06	Kaminstein Imports Inc.

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), dated as of November 3, 2006, between CASABELLA HOLDINGS L.L.C., a Delaware limited liability company with offices at 400 Corporate Drive, Blauvelt, New York 10913 (the "Debtor"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation having its chief executive office at One M&T Plaza, Buffalo, New York 14240, Attention: General Counsel's Office (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) *Terms Defined in Credit Agreement.* All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) *Certain Defined Terms.* As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means that certain Credit Agreement, dated as of the date hereof, between Debtor and Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(c) *Terms Defined in UCC or Credit Agreement.* Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC or the Credit Agreement, as the case may be.

(d) *Construction.* In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) *Grant of Security Interest.* As security for the payment and performance when due of the Obligations, Debtor hereby grants to Secured Party a security interest in all of

Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) *Continuing Security Interest.* Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other Loan Documents. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or the Security Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) *Trademarks.* A true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications for trademark registration owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt (and in any event within ninety (90) days of the acquisition thereof) notice in writing to Secured Party with respect to any such new registered trademarks or applications for registration of a trademark. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 9. Entire Agreement; Amendment. This Agreement, the Credit Agreement and the other Loan Documents, together with the Exhibits and Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement or any other Loan Document, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and

not detract from, the rights granted to Secured Party under the Credit Agreement and the other Loan Documents.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 11. Termination. Upon payment and performance in full of all Obligations (other than inchoate indemnification obligations), the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests granted by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

[DEBTOR]

CASABELLA HOLDINGS L.L.C.

By: 

Name: Bruce Kaminstein

Title: President and Chief Financial Officer

[SECURED PARTY]

MANUFACTURERS AND TRADERS
TRUST COMPANY

By: 

Name: Jennifer J. Kooney

Title: Assistant Vice President

SCHEDULE A
[to the Trademark Security Agreement]

U.S. Trademarks of Debtor

MARK	REGISTRATION NO.	REGISTERED	OWNER
Muscle	2,358,174	06/13/00	Kaminstein Imports Inc.
The Big, The Bad, and the Thirsty	2,608,035	08/13/02	Kaminstein Imports Inc.
It's Not Your Mother's	2,848,151	06/01/04	Kaminstein Imports Inc.
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So Happy Together	2,805,377	01/13/04	Kaminstein Imports Inc.
Casacolor	3,154,641	10/10/06	Kaminstein Imports Inc.

Pending U.S. Trademark Applications of Debtor

MARK	SERIAL/APP. NO.	FILED	OWNER
Handle Design	76/653,786	01/23/06	Kaminstein Imports Inc.
2 Tools in 1	78/816,899	02/16/06	Kaminstein Imports Inc.