

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aero Housewares, L.L.C.		11/17/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2148312	TOTE DRAWER
Registration Number:	2069981	FORM AND FUNCTION
Registration Number:	2493174	BIG BRUISER
Registration Number:	2815627	HARDHAT
Registration Number:	2915179	SORBET
Registration Number:	2924323	AIRTIGHT MEANS FRESHNESS
Registration Number:	2943088	VISUALS
Registration Number:	3022750	KRAZY SWIRLS
Registration Number:	3039513	SHEER VIEW
Registration Number:	3032267	CLIK N' LOCK
Registration Number:	1933995	MILAN CLASSIC
Serial Number:	78379473	VENICE CLASSIC
Serial Number:	78380029	PUM CAN
Serial Number:	78380996	CLIK-TOPS

CH \$465.00 2148312

Serial Number:	78487645	CAMO SWIRLS
Serial Number:	76618994	PRESTIGE
Serial Number:	78820666	
Serial Number:	78814560	WRAP 'N ROLL

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	374019
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	12/15/2006

Total Attachments: 8
source=374019#page1.tif
source=374019#page2.tif
source=374019#page3.tif
source=374019#page4.tif
source=374019#page5.tif
source=374019#page6.tif
source=374019#page7.tif
source=374019#page8.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings =>=>=>

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Aero Housewares, L.L.C.
 163 Pioneer Drive
 Leominster, MA 01453

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

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

3. Nature of conveyances:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 17, 2006

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

A. Trademark Application.(s)
 See attached

2. Name and address of receiving party(ies):

Name: CapitalSource Finance LLC

Internal Address: _____

Street Address: 4445 Willard Avenue, 12th Floor

City: Chevy Chase State: MD ZIP: 20815

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DE
 Other _____

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)

B. Trademark registration No.(s)
 See attached

Additional numbers attached? Yes No

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

Name: National Corporate Research

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41): \$ _____

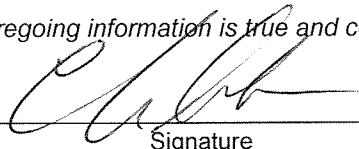
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Charles Scheer, Esq.  December 15, 2006

Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 8

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, AERO HOUSEWARES, L.L.C., a limited liability company formed under the laws of Delaware, located at 163 Pioneer Drive, Leominster, MA 01453 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to CAPITALSOURCE FINANCE LLC ("Lender"), pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated as of September 9, 2005, among Lender and Borrower and (ii) a certain Patent and Trademark Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

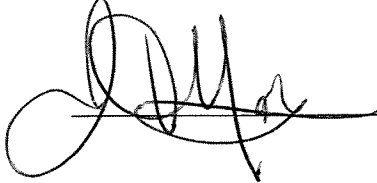
WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

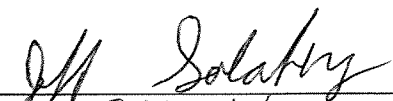
Dated: New York, New York
November 17, 2006

Witness:



Witness:

AERO HOUSEWARES, L.L.C.

By: 
Name: Jeff Goldberg
Its: President

CAPITALSOURCE FINANCE LLC,
as Lender

By: _____
Name:
Its:

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, AERO HOUSEWARES, L.L.C., a limited liability company formed under the laws of Delaware, located at 163 Pioneer Drive, Leominster, MA 01453 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to CAPITALSOURCE FINANCE LLC ("Lender"), pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated as of September 9, 2005, among Lender and Borrower and (ii) a certain Patent and Trademark Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
November 17, 2006

Witness:

AERO HOUSEWARES, L.L.C.

By: _____

Name:

Its:

Witness:

CAPITALSOURCE FINANCE LLC,
as Lender

Sarah M. Widner

By: [Signature]

Name:

Its:

Stephen M. Klein
Managing Director
Business Credit Group

STATE OF MA)
: ss.:
COUNTY OF Worce.)

On this 17th day of November, 2006, before me personally came Jeff Goldberg to me known, who, being by me duly sworn, did depose and say that s/he is the President of Aero Housewares, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of managers of said limited liability company.

Steven Briggs
Notary Public

NOTARY PUBLIC
Steven Briggs
My Comm. Expires
11/12/2011

STATE OF _____)
: ss.:
COUNTY OF _____)

On this 17th day of November, 2006, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of CapitalSource Finance LLC, and that s/he was authorized to sign her/his name thereto.

Notary Public

STATE OF _____)
: ss.:
COUNTY OF _____)

On this 17th day of November, 2006, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of Aero Housewares, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of managers of said limited liability company.

Notary Public

STATE OF Maryland)
COUNTY OF Montgomery)^{ss.}

On this 17th day of November, 2006, before me personally came Stephen Klein, to me known, who, being by me duly sworn, did depose and say that s/he is the Managing Director of CapitalSource Finance LLC, and that s/he was authorized to sign her/his name thereto.

Sarah M. Widner
Notary Public **Sarah M. Widner**

Expires: 12/2/2008

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated November 17, 2006, by and between Aero Housewares, L.L.C. and CapitalSource Finance LLC, as Lender.

[SEE ATTACHED]

SCHEDULE A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
TOTE DRAWER	2148312	03/31/98
FORM AND FUNCTION	2069981	06/10/97
BIG BRUISER	2493174	09/25/01
HARDHAT	2815627	02/17/04
SORBET	2915179	12/28/04
AIRTIGHT MEANS FRESHNESS	2924323	02/01/05
VISUALS	2943088	04/19/05
KRAZY SWIRLS	3022750	12/06/05
SHEER VIEW	3039513	01/10/06
CLIK 'N LOCK	3032267	12/20/05
MILAN CLASSIC	1933995	11/07/95

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
BIG MOUTH		
TUFF E' NUFF		
AMERICAN CLASSICS		
CRAFTS N' THINGS		
KEEPSAKE MEMORY BOX		
ANIMAL PALS		
ROOM MATES		
PET PALS		
CRAFT MATES		
VENICE CLASSIC	78/379,473	03/05/04
PUM CAN	78/380,029	03/08/04
CLIK-TOPS	78/380,996	03/09/04
ZERO NEST		
KRAZY SWIRL		
CAMO SWIRLS	78/487,645	09/22/04
PRESTIGE	76/618,994	11/01/04
RAVZ	78/820,666	05/02/05
WRAP 'N ROLL	78/814,560	02/14/06

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS