

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aero Housewares, L.L.C.		03/26/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The CIT Group/Commercial Services, Inc.
<b>Street Address:</b>	11 West 42nd Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 29**

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:	75500373	BIG MOUTH
Serial Number:	75671329	TUFF E' NUFF

**CH \$740.00 2148312**

Serial Number:	75671749	AMERICAN CLASSICS
Serial Number:	76449419	CRAFTS N' THINGS
Serial Number:	76451618	KEEPSAKE MEMORY BOX
Serial Number:	76451564	ANIMAL PALS
Serial Number:	76455593	ROOM MATES
Serial Number:	76454066	PET PALS
Serial Number:	78223585	CRAFT MATES
Serial Number:	78379473	VENICE CLASSIC
Serial Number:	78380029	PUM CAN
Serial Number:	78380996	CLIK-TOPS
Serial Number:	78381035	ZERO NEST
Serial Number:	78395245	KRAZY SWIRL
Serial Number:	78487645	CAMO SWIRLS
Serial Number:	78814560	WRAP 'N ROLL
Serial Number:	76618994	PRESTIGE
Serial Number:	78620666	RAVZ

**CORRESPONDENCE DATA**

Fax Number: (215)832-5767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215-569-5767  
Email: perry@blankrome.com  
Correspondent Name: David M. Perry  
Address Line 1: One Logan Square  
Address Line 2: 9th Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	106756-01010
NAME OF SUBMITTER:	David M. Perry
Signature:	/David M. Perry/
Date:	03/30/2007

Total Attachments: 12  
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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 26, 2007 is made by and between AERO HOUSEWARES, L.L.C., a Delaware limited liability company having a business location at the address set forth below next to its signature (the "Debtor"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation having a business location at the address set forth below next to its signature (the "Secured Party").

The Debtor and the Secured Party are parties to that certain Financing Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Financing Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents (as defined in the Financing Agreement) and herein, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Financing Agreement. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations.

"Patents" means all of the Debtor's right, title and interest in and to patents issued by the USPTO, or applications filed with the USPTO, for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

“USPTO” means the United States Patent and Trademark Office.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in, the Patents and the Trademarks, to secure payment of the Obligations. As set forth in the Financing Agreement, the Security Interest is coupled with a security interest in substantially all of the assets of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) *Existence; Authority*. The Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of the Debtor.

(b) *Patents*. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of all applications and letters patent pertaining to the Patents, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) *Trademarks*. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If Exhibit B ceases to accurately reflect the existence and status of all applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) *Title*. The Debtor owns each Patent and each Trademark listed on Exhibits A and B, free and clear of all liens except Permitted Encumbrances. The

Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all liens except Permitted Encumbrances, and (ii) will keep all Patents and Trademarks free and clear of all liens except Permitted Encumbrances.

(e) **No Sale.** Except as permitted in the Financing Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Encumbrances.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon or fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient prior written notice, of at least thirty (30) days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on such Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or

otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the applicable rate set forth in the Financing Agreement.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default (as defined below), to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall (i) only be exercised after the occurrence and during the continuance of an Event of Default and (ii) terminate upon the termination of the Financing Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default shall have occurred and be continuing.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Financing Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it that is not cured within thirty (30) days after written notice thereof; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made and the same is not cured within thirty (30) days after written notice thereof.

6. **Remedies.** Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Financing Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks upon ten (10) days prior written notice of such action.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Financing Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.



**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY  
ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS  
AGREEMENT.**

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Address:  
163 Pioneer Drive  
Leominster, Massachusetts 01453  
Attention: Chief Executive Officer  
Facsimile: 404-261-1578

AERO HOUSEWARES, L.L.C., as Debtor

By \_\_\_\_\_  
Name: Aric Wofka  
Title: President and CEO

Address:  
11 West 42<sup>nd</sup> Street  
New York, New York 10036  
Attention: Client Credit Officer  
Facsimile: 212-461-5347

THE CIT GROUP/COMMERCIAL SERVICES, INC., as Secured Party

By \_\_\_\_\_  
Name:  
Title:

STATE OF GA )  
                                  )  
COUNTY OF Henry )

The foregoing instrument was acknowledged before me this 23 day of March 23, 2007, by Aric Wofka, the CEO of Aero Housewares, L.L.C. ("Aero"), on behalf of Aero.

A. Bested  
Notary Public

STATE OF \_\_\_\_\_ )  
                                  )  
COUNTY OF \_\_\_\_\_ )

**Notary Public, Henry County, Georgia**  
My Commission Expires Sept. 15, 2009

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, the \_\_\_\_\_ of The CIT Group/Commercial Services, Inc., a New York corporation ("CIT"), on behalf of CIT.

\_\_\_\_\_  
Notary Public

*Signature Page to Patent and Trademark Security Agreement*

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Address:  
163 Pioneer Drive  
Leominster, Massachusetts 01453  
Attention: Chief Executive Officer  
Facsimile: 404-261-1578

AERO HOUSEWARES, L.L.C., as Debtor

By \_\_\_\_\_  
Name:  
Title:

Address:  
11 West 42<sup>nd</sup> Street  
New York, New York 10036  
Attention: Client Credit Officer  
Facsimile: 212-461-5347

THE CIT GROUP/COMMERCIAL SERVICES, INC., as Secured Party

By Peter L. Austin  
Name: Peter L. Austin  
Title: Vice President

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, the \_\_\_\_\_ of Aero Housewares, L.L.C. ("Aero"), on behalf of Aero.

\_\_\_\_\_  
Notary Public

STATE OF NY )  
  )  
COUNTY OF NY )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2007, by Peter L. Austin, the Vice President of The CIT Group/Commercial Services, Inc., a New York corporation ("CIT"), on behalf of CIT.

**KATHLEEN MANGUAL**  
Notary Public, State of New York  
No. 01MA6083782  
Qualified in New York County  
Commission Expired November 25, 2010

Kathleen Mangual  
Notary Public

*Signature Page to Patent and Trademark Security Agreement*

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
TOTE BIN	D381205	07/22/97
STORAGE CONTAINER	D375836	11/26/96
STACKABLE CONTAINER ASSEMBLY	5816674	10/06/98
TOTE	D391079	02/24/98
WHEELED CONTAINER	6145856	11/14/00
WHEELED CONTAINER	D413189	08/24/99
HANDLE FOR CONTAINER	D422450	04/11/00
COVER FOR A CONTAINER	D418655	01/04/00
TOTE (30 GALLON)	D427770	07/11/00
TOTE (43 GALLON)	D431362	10/03/00
LID FOR A CONTAINER	D446117	08/07/01
LID FOR A CONTAINER	D448606	10/02/01
LID FOR A CONTAINER	D445641	07/31/01
LID FOR A CONTAINER	D448969	10/09/01

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
HOLDER DEVICE FOR ROTATABLY SUPPORTING A PLURALITY OF ROLLS OF WRAPPING MATERIAL IN A CONTAINER		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
WHEELED CONTAINER	Canada	86312	03/26/99
WHEELED CONTAINER	Mexico	11661	07/26/00
COVER FOR A CONTAINER	Canada	87930	10/29/99
COVER FOR A CONTAINER	Mexico	11660	07/26/00
CONTAINER LID	Canada	93150	07/31/01

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Issue Date</u>
WHEELED CONTAINER	Canada	2273901	06/08/99

EXHIBIT B

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	75/500,373	06/11/98
TUFF E' NUFF	75/671,329	03/31/99
AMERICAN CLASSICS	75/671,749	03/31/99
CRAFTS N' THINGS	76/449,419	09/12/02
KEEPSAKE MEMORY BOX	76/451,618	09/23/02
ANIMAL PALS	76/451,564	09/23/02
ROOM MATES	76/455,593	09/27/02
PET PALS	76/454,066	09/30/02
CRAFT MATES	78/223,585	03/10/03
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	78/381,035	03/09/04
KRAZY SWIRL	78/395,245	04/02/04
CAMO SWIRLS	78/487,645	09/22/04
PRESTIGE	76/618,994	11/01/04
RAVZ	78/620,666	05/02/05
WRAP 'N ROLL	78/814,560	02/14/06

COLLECTIVE MEMBERSHIP MARKS

UNREGISTERED MARKS