

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Twin-Star International, Inc.		04/24/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Collateral Agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	a Canadian chartered bank acting through its New York agent: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2814378	CHIMNEYFREE
Serial Number:	76647870	CHIMNEY FREE VENT FREE FIREPLACES, STOVES & HEATERS
Serial Number:	76669506	ANTIQUA BATH
Serial Number:	76622321	CLASSIC FLAME
Serial Number:	76647871	TRESANTI FASHION BATH
Serial Number:	76647869	TWIN-STAR INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606-6401

OP \$165.00 2814378

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	04/25/2007
Total Attachments: 5 source=Twin-Star- Trademark#page1.tif source=Twin-Star- Trademark#page2.tif source=Twin-Star- Trademark#page3.tif source=Twin-Star- Trademark#page4.tif source=Twin-Star- Trademark#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 24, 2007 is entered into by Twin-Star International, Inc., a Florida corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and Canadian Imperial Bank of Commerce, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of April 24, 2007 among the Grantors and the Secured Party (as it may be amended, restated or modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

TWIN-STAR INTERNATIONAL, INC.

By: _____
Name: Michael D. Horvitz
Title: President

CANADIAN IMPERIAL BANK OF
COMMERCE, as the Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003529 FRAME: 0094

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

TWIN-STAR INTERNATIONAL, INC.

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF
COMMERCE, as the Collateral Agent


By: David Sommer
Name: DAVID SOMMER
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]



**TRADEMARK
REEL: 003529 FRAME: 0095**

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens
Chimney Free chimneyfree	U.S.A.	2,814,378		Twin-Star International, Inc.
Chimney Free Vent Free Fireplaces, Stoves & Heaters  CHIMNEYFREE <small>VENT FREE FIREPLACES, STOVES & HEATERS</small>	U.S.A.	3,216,807		Twin-Star International, Inc.

II. U.S. TRADEMARK APPLICATIONS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens
Antiqua Bath ANTIQUA BATH	U.S.A.	76/669,506		Twin-Star International, Inc.
Classic Flame CLASSIC FLAME	U.S.A.	76/622,321		Twin-Star International, Inc.
Tresanti Fashion Bath TRESANTI  <small>FASHION BATH</small>	U.S.A.	76/647,871		Twin-Star International, Inc.
Twin-Star International TWIN-STAR  <small>INTERNATIONAL</small>	U.S.A.	76/647,869		Twin-Star International, Inc.