

**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
EXCELLO PRODUCTS, LLC		04/19/2007	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street, Suite 240
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3091152	BRIO
Registration Number:	2913235	IT'S THE THIRSTIEST CLOTH YOU'LL EVER BUY!
Registration Number:	2913234	IT'S THE THIRSTIEST TOWEL YOU'LL EVER BUY!
Registration Number:	2982931	EVIA
Registration Number:	3005668	COOL DOTS
Registration Number:	2689296	CHEF'S ESSENTIALS
Registration Number:	2657159	KITCHEN EXPRESSIONS
Registration Number:	2651470	KITCHEN MILLENNIUM
Registration Number:	1478762	COOK'S COTTONS
Registration Number:	0722029	EXCELLO

CORRESPONDENCE DATA

Fax Number: (312)876-7934  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-876-3192  
Email: pmcbride@sonnenschein.com  
Correspondent Name: Peggy L. McBride  
Address Line 1: 8000 Sears Tower  
Address Line 2: Sonnenschein Nath & Rosenthal LLP  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	09801880-0014
NAME OF SUBMITTER:	Peggy L. McBride
Signature:	/Peggy L. McBride/
Date:	05/03/2007

**Total Attachments: 7**

source=Security Agreement-(LaSalle)-Excello-TM#page1.tif  
source=Security Agreement-(LaSalle)-Excello-TM#page2.tif  
source=Security Agreement-(LaSalle)-Excello-TM#page3.tif  
source=Security Agreement-(LaSalle)-Excello-TM#page4.tif  
source=Security Agreement-(LaSalle)-Excello-TM#page5.tif  
source=Security Agreement-(LaSalle)-Excello-TM#page6.tif  
source=Security Agreement-(LaSalle)-Excello-TM#page7.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 17, 2007, by EXCELLO PRODUCTS, LLC, an Illinois limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the benefit of the hereinafter defined Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions as Lenders (the "Lenders") and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Joinder to Guaranty and Collateral Agreement pursuant to which Grantor became a party to that certain Amended and Restated Guaranty and Collateral Agreement dated as of October 6, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all Guarantor Obligations (as defined in the Guaranty and Collateral Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement and Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any

trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

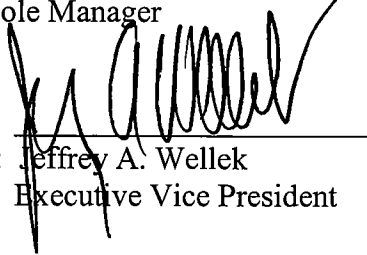
This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

**[signature page follows]**

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**EXCELLO PRODUCTS, LLC**

By: Focus Products Group, LLC  
Its: Sole Manager

By:   
Name: Jeffrey A. Wellek  
Title: Executive Vice President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Jeffery Michalczyk  
Title: First Vice President

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

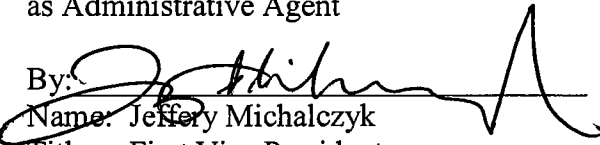
**EXCELLO PRODUCTS, LLC**

By: Focus Products Group, LLC  
Its: Sole Manager

By: \_\_\_\_\_  
Name: Jeffrey A. Wellek  
Title: Executive Vice President

Acknowledged:

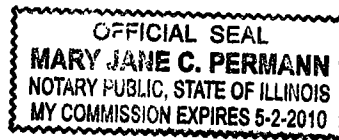
LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Jeffery Michalczyk  
Title: First Vice President

STATE OF ILLINOIS        )  
                  LAKE        ) ss  
COUNTY OF COOK        )


On this 19 day of APRIL, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the sole Manager of Excello Products, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

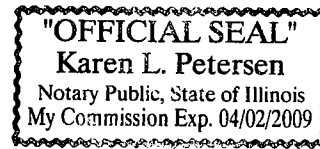
Mary Jane C. Permann  
Notary Public



STATE OF ILLINOIS                    )  
  ) ss  
COUNTY OF COOK Lake            )

On this 19<sup>th</sup> day of April, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of LaSalle Bank National Association, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing of said entity.

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





SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

Description	Trademark Number	Trademark Registration Number	Date of Registration
Brio		3091152	05/09/06
It's the thirstiest cloth you'll ever buy!		2913235	2/21/04
It's the thirstiest towel you'll ever buy!		2913234	12/21/04
Evia		2982931	08/09/05
Cool Dots		3005668	07/19/05
Chef's Essentials		2689296	02/18/03
Kitchen Expressions		2657159	12/03/02
Kitchen Millennium		2651470	11/19/02
Cook's Cottons		1478762	03/01/88
Excello		0722029	09/26/61