

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INTEX DIY INC.		07/31/2007	CORPORATION: GEORGIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The CIT Group/Commercial Services, Inc.
<b>Street Address:</b>	Two Wachovia Center, 301 South Tryon St.
<b>Internal Address:</b>	Suite 2500
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	78521659	ABRA-CADABRA
Serial Number:	78836684	NEWCYCLED
Serial Number:	78839098	SCHMOPS
Registration Number:	2506246	BLOCK
Registration Number:	2506241	BRICK
Registration Number:	1302663	CELLUFOAM
Registration Number:	3088907	CLEANIN' GEAR
Registration Number:	2858390	COTTON CREATIONS
Registration Number:	2898233	CRAFTWORKS
Registration Number:	2785165	DETAILN'GEAR
Registration Number:	2637239	EXACT CUTS
Registration Number:	2289181	FAUX CREATIONS
Registration Number:	2462446	INTEX SUPPLY COMPANY A TRANZONIC CO.

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Registration Number:	2757045	MARINEWORKS
Registration Number:	3196713	MICRO GEAR
Registration Number:	3196714	MICRO GEAR
Registration Number:	2875349	PAINT USA
Registration Number:	2762300	PROLINE
Registration Number:	2623994	ROCK
Registration Number:	2893051	PROLINE
Registration Number:	2567052	ROOFERS' CHOICE
Registration Number:	2983876	TOTE-PAK
Registration Number:	2955627	ZERO WASTE

**CORRESPONDENCE DATA**

Fax Number: (704)378-4890  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 7043784700  
Email: jdeese@hunton.com  
Correspondent Name: Jeremy Deese, Esq.  
Address Line 1: 101 South Tryon Street  
Address Line 2: Suite 3500  
Address Line 4: Charlotte, NORTH CAROLINA 28280

ATTORNEY DOCKET NUMBER:	57294.113
NAME OF SUBMITTER:	Jeremy Deese, Esq.
Signature:	/s/ Jeremy Deese
Date:	08/06/2007

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 31st day of July, 2007, by and between INTEX DIY INC., a Georgia corporation, (the “Grantor”), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (the “Secured Party”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Financing Agreement, dated the date hereof, between the Grantor, Bollag International Corporation (“Bollag”), Bollag DISC, Inc. (“DISC”), U.S. Fibers & By-Products, Inc. (“Fibers,” and together with the Grantor, Bollag and DISC, the “Companies”), and the Secured Party, as from time to time amended, modified, supplemented or restated (the “Financing Agreement”).


WHEREAS, the Companies have, pursuant to the Financing Agreement, granted to the Secured Party a security interest in and to all of the right, title and interest of the Companies (or any of them), in, to and under the Collateral, including, without limitation, the Companies’ (or any of their) Intellectual Property, as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Companies and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending federal trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference (the “Trademarks”).

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Trademarks, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

INTEX DIY INC., Grantor

By:   
\_\_\_\_\_  
Mitchel S. Bollag, Chief Executive Officer

Acknowledged and Agreed:

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

By: \_\_\_\_\_  
Will Olivencia, Senior Vice President

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

INTEX DIY INC., Grantor

By: \_\_\_\_\_  
Mitchel S. Bollag, Chief Executive Officer

Acknowledged and Agreed:

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

By: W. Olivencia, SVP  
Will Olivencia, Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

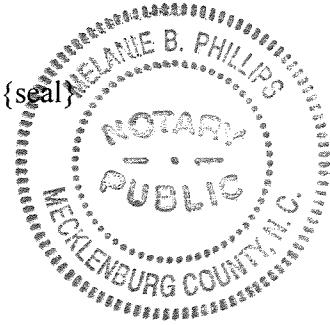
STATE OF North Carolina  
COUNTY OF Mecklenburg )

ss.

On this 31<sup>st</sup> day of July, 2007 before me personally appeared Mitchel S. Bollag, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INTEX DIY INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melanie B. Phillips  
Notary Public

My commission expires: 4/17/2010



SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Applications

<b>Trademark</b>	<b>Serial #</b>	<b>Filing Date</b>
ABRA-CADABRA	78/521659	January 23, 2004
NEWCYCLED	78/836684	March 14, 2006
SCHMOPS	78/839098	March 16, 2006

Trademarks

<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>
BLOCK	2506246	November 13, 2001
BRICK OVEN	2506241	November 13, 2001
CELLUFOAM	1302663	October 30, 1984
CLEANIN' GEAR	3088907	May 2, 2006
COTTON CREATIONS	2858390	June 29, 2004
CRAFTWORKS	2898233	October 26, 2004
DETAILN' GEAR	2785165	November 18, 2003
EXACT CUTS	2637239	October 15, 2002
FAUX CREATIONS	2289181	October 26, 1999
INTEX SUPPLY COMPANY A TRANZONIC CO & DESIGN	2462446	June 19, 2001
MARINEWORKS	2757045	August 26, 2003
MICRO GEAR	3196713	January 9, 2007
MICRO GEAR & DESIGN	3196714	January 9, 2007
PAINT USA	2875349	August 17, 2004
PROLINE	2762300	September 9, 2003
PROLINE	2893051	October 12, 2004
ROCK	2623994	September 24, 2002
ROOFER'S CHOICE	2567052	May 7, 2002
TOTE-PAK	2983876	August 9, 2005
ZERO WASTE	2955627	May 24, 2005