

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
Holliston LLC		08/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Agarista Funding LLC
Street Address:	Cira Centre, 2929 Arch Street
Internal Address:	c/o Chrysalis Capital Partners
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-2868
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1521761	KENNETT
Registration Number:	1495068	ARRESTOX
Registration Number:	2973616	ABRASITUFF
Registration Number:	0509338	ALIBI
Registration Number:	1495067	CENTENNIAL
Registration Number:	2643252	CORINTHIAN
Registration Number:	2965343	DATA-MATE
Registration Number:	2414410	DECOR SHADELINE
Registration Number:	1495069	DEVON
Registration Number:	2111282	DIGITEX
Registration Number:	1648846	ENVIRO-MATE
Registration Number:	0509874	ESSEX
Registration Number:	1648190	GALAXY

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Registration Number:	0509875	GRANADA
Registration Number:	2219531	ICG
Registration Number:	3119254	ICG HOLLISTON
Registration Number:	0509876	IDEAL
Registration Number:	2961547	IMPERIUM
Registration Number:	0508195	IMPREGLIN
Serial Number:	77086654	IMPRESSIONS
Registration Number:	1651928	LINEN-SET
Registration Number:	3163446	LUMINAIRE
Registration Number:	3036642	NOUVELLE
Registration Number:	1849349	OPTIMA
Registration Number:	2113032	PEARL LINEN
Serial Number:	77171913	PERFORMANCE 7
Serial Number:	77171901	PERFORMANCE 9
Registration Number:	1515338	HOLLISTON
Registration Number:	0984027	ROXITE
Registration Number:	3017518	STURDITE
Serial Number:	77116318	SECURE-MATE

CORRESPONDENCE DATA

Fax Number: (215)981-4750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (215) 981-4547
Email: leonardm@pepperlaw.com
Correspondent Name: Michael J. Leonard, Esquire
Address Line 1: Eighteenth & Arch Streets
Address Line 2: 3000 Two Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	128349.6
NAME OF SUBMITTER:	Michael J. Leonard, Esquire
Signature:	/michael leonard/
Date:	08/24/2007

Total Attachments: 3
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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement"), dated August 17, 2007 among Holliston LLC, a Delaware limited liability company (the "Grantor"), Agarista Funding LLC, a Delaware limited liability company, as Agent for the Subordinated Creditors (as defined in the Subordination Agreement), and National City Business Credit, Inc., an Ohio corporation (together with its permitted successors and assigns, the "Senior Creditor"), to the indebtedness (including interest) owed by the Grantor pursuant to that certain Credit and Security Agreement, dated August 17, 2007, by and among the Grantor, the other Borrowers party thereto, the Guarantors party thereto, the Senior Creditor and National City Bank, a national banking association, as issuer of letters of credit (the "Credit Agreement"), and related agreements, instruments and documents, as such Credit Agreement and related agreements, instruments and documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement and related agreements, instruments and documents, in each case to the extent permitted by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

**NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS**

WHEREAS, Holliston LLC, a Delaware limited liability company (the "Grantor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Note Purchase and Security Agreement (as amended, modified, supplemented or restated from time to time, the "Purchase Agreement"), dated of even date herewith, by and among the Grantor, the Purchasers (as defined in the Purchase Agreement"), the Grantor is obligated to the Purchasers, and the Grantor has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of Agarista Funding LLC, as purchaser agent ("Purchaser Agent") for the Purchasers ; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Purchaser Agent, a mortgage on, pledge of and security interest in all right, title and interest of the Grantor in and to the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby grant to the Purchaser Agent a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchaser agent with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The address for the Purchaser Agent is c/o Chrysalis Capital Partners, Circa Center, 2929 Arch Street, Philadelphia, PA 19104-2868.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Interest to be duly executed on the 17th day of August, 2007.

GRANTOR:

WITNESS:



Holliston LLC,
a Delaware limited liability company

By: 
_____ Lawrence C. Maston, President

SCHEDULE A**REGISTERED TRADEMARKS****US Trademarks**

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REG. DATE	Expiration Date
ABRASITUFF	2,973,616	7/19/05	
ALIBI (Stylized)	509,338	5/3/49	
ARRESTOX	1,495,068	7/5/88	
CENTENNIAL	1,495,067	7/5/88	
CORINTHIAN	2,643,252	10/29/02	
DATA-MATE	2,965,343	7/5/05	
DECOR SHADELIN	2,414,410	12/19/00	
DEVON	1,495,069	7/5/88	
DIGITEX	2,111,282	11/4/97	
ENVIRO-MATE	1,648,846	6/25/91	
ESSEX (Stylized)	509,874	5/17/49	
GALAXY	1,648,190	6/18/91	
GRANADA (Stylized)	509,875	5/17/49	
HOLLISTON & Design	1,515,338	12/6/88	
ICG & Design	2,219,531	1/19/99	
ICG HOLLISTON & Design	3,119,254	7/25/06	
IDEAL (Stylized)	509,876	5/17/49	
IMPERIUM	2,961,547	6/7/05	
IMPREGLIN	508,195	4/5/49	
IMPRESSIONS	77/086,654	1/19/07	
KENNETT	1,521,761	1/24/89	
LINEN-SET	1,651,928	7/23/91	
LUMINAIRE	3,163,446	10/24/06	
NOUVELLE	3,036,642	12/27/05	
OPTIMA	1,849,349	8/9/94	
PEARL LINEN	2,113,032	11/11/97	
PERFORMANCE 7	77/171,913	5/3/07	
PERFORMANCE 9	77/171,901	5/3/07	
ROXITE	984,027	5/14/74	
SECURE-MATE	77/116,318	2/26/07	
STURDITE	3,017,518	11/22/05	

Canadian Trademarks

TRADEMARK	REG. NO.	REG. DATE	Expiration Date
CORINTHIAN	TMA602,977	2/23/04	
ENVIRO-BUCKRAM	TMA431,845	8/12/94	