

# 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>			
Name	Formerly	Execution Date	Entity Type
ALCO CONSUMER PRODUCTS, INC.		10/05/2007	CORPORATION: DELAWARE
ALCO CONSUMER PRODUCTS HOLDINGS, LLC		10/05/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	CAPITALSOURCE FINANCE LLC		
Street Address:	4445 Willard Avenue, 12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
Property Type	Number	Word Mark	
Registration Number:	2524399	PRESCOTT FORGE	
Registration Number:	2717483	ALCO	
Registration Number:	2572813	ALCO VALUES FOR THE HOME	
Registration Number:	2508114	LITETyme	
Registration Number:	2872221	STORAGE Tyme	
Registration Number:	2839068	PIGGY PATCH	
Registration Number:	2867627	COLORFUL MEMORIES	
Serial Number:	76614044	COUNTERTOPS	
Serial Number:	76621276	MELRICH	
Serial Number:	76615893	LINDSEY JORDAN	
Serial Number:	76623859	IT TAKES TWO	
Serial Number:	76613535	MOMENT IN TIME	

CH \$740.00 2524399

900088940

**TRADEMARK**  
**REEL: 003636 FRAME: 0454**

Serial Number:	76623860	YULE TIDINGS
Registration Number:	1873629	CLEARLINE
Registration Number:	2442296	NEOGLO
Registration Number:	2430297	YARD TEAM
Registration Number:	2597665	JELLY LIGHT
Registration Number:	2609430	GLO WAND
Registration Number:	2613518	RUB 'N WEAR
Serial Number:	75737379	MAXCHARGE
Serial Number:	76260755	FLASH WEAR
Serial Number:	76392285	SMART PAD
Serial Number:	76290047	PICTURE PERFECT
Serial Number:	76260757	LAZERPRO
Serial Number:	77129699	CREEPER
Serial Number:	77053054	POWERWORKS
Serial Number:	77053083	AT EASE
Serial Number:	78301101	SMARTBEAM
Serial Number:	78301109	SMARTBEAM

#### CORRESPONDENCE DATA

Fax Number: (617)856-8201

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick Berlack Israels LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23324/71
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	10/09/2007

#### Total Attachments: 7

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## **TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made as of the 5th day of October, 2007, by **ALCO CONSUMER PRODUCTS, INC.** ("**Borrower**"), and **ALCO CONSUMER PRODUCTS HOLDINGS, LLC** ("**Holdings**") (Borrower and Holdings, are individually and collectively referred to herein as "**Debtor**"), in favor of **CAPITALSOURCE FINANCE LLC**, in its capacity as Agent on behalf of itself and certain other Lenders ("**Secured Party**").

This Agreement supplements the Security Agreement dated as of the date hereof made by Debtor in favor of Secured Party (herein the "**Security Agreement**"). This is the Trademark Security Agreement referred to in the Security Agreement, and the Trademark Collateral described in this Agreement is also part of the Collateral described in the Security Agreement.

**ACCORDINGLY**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

### **ARTICLE I**

#### **CONSTRUCTION AND DEFINED TERMS**

1.01 **Article and Section Headings.** Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

1.02 **Schedules and Exhibits.** Unless a Schedule or Exhibit is referred to in this Agreement as being a Schedule or Exhibit to another Loan Document, the references in this Agreement to specific Schedules and Exhibits shall be read as references to such specific Schedules or Exhibits attached, or intended to be attached, to this Agreement and any counterpart of this Agreement and regardless of whether they are in fact attached to this Agreement, and including any amendments, supplements and replacements to such Schedules or Exhibits from time to time.

1.03 **Security Agreement Defined Terms.** Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement, shall have the same definitions as in the Security Agreement, which definitions are incorporated herein by reference.

1.04 **Other Defined Terms.** Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

**"Core Trademark Collateral"** As defined in Section 2.01.

**“Goodwill”** As defined in Section 2.01.

**“Licensed Rights”** As defined in Section 2.01.

**“Security Agreement”** As defined on the first page of this Agreement.

**“Scheduled Trademark”** or **“Scheduled Trademarks”** Debtor's Trademarks, and any filings, registrations and recordings of, and applications for, any thereof, listed on Schedule 1 to this Agreement.

**“Trademark Collateral”** As defined in Section 2.01.

**“Trademark Office”** The United States Patent and Trademark Office, and any successor thereto.

**“Trademark Records”** As defined in Section 2.01.

## **ARTICLE II** **SECURITY INTEREST**

2.01 **Security Interest.** To further secure the full and timely payment, performance and satisfaction of the Obligations, and without limiting the legal operation and effect of any other Loan Document, Debtor hereby grants to Secured Party a security interest in, all of Debtor's now owned and hereafter acquired, created or arising Property described below (referred to herein as **“Trademark Collateral”**):

(a) All of Debtor's Trademarks, including but not limited to the Scheduled Trademarks, and all renewals thereof, and any filings, registrations and recordings of, and applications for any of the foregoing (excluding any Intent-to-Use Trademark applications filed in the United States), any thereof, and all (i) income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) all rights corresponding thereto throughout the world (the Property described in this clause (a) being referred to herein as the **“Core Trademark Collateral”**); and

(b) All of Debtor's goodwill of Debtor's business connected with or associated with and symbolized by the Core Trademark Collateral (the Property described in this clause (b) being referred to herein as **“Goodwill”**); and

(c) All of Debtor's right, title and interest (but not Debtor's obligations) as a licensee of any Trademarks of and from any other Person for use in the business that Debtor is engaged in on the date of this Agreement (including any License granted to Debtor under this Agreement but excluding any License if and to the extent that the grant

of a security interest therein shall constitute or result in (i) the abandonment, cancellation, invalidation or unenforceability of any right, title or interest of any Debtor therein or (ii) a breach or termination pursuant to the terms of, or a default thereunder (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to applicable third party consent or Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), provided that the Proceeds from any such License shall not be excluded)(the Property described in this clause (c) being referred to herein as "Licensed Rights"); and

(d) All of Debtor's cash and non-cash proceeds (as "proceeds" is defined in Article 9 of the UCC) and all other amounts and royalties received or to be received in respect of any sale, exchange, lease, license or other disposition of any Core Trademark Collateral, Goodwill, or Licensed Rights, and including insurance proceeds (the Property described in this clause (d) being referred to herein as "Proceeds"); and

(e) All of Debtor's Records relating to the Core Trademark Collateral, Goodwill, Licensed Rights, or Proceeds, together with any containers or media in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (the Property described in this clause (e) being referred to herein as "Trademark Records").

2.02 Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Loan Documents, all terms of which are incorporated herein by reference. Debtor shall fulfill all of Debtor's covenants and other obligations under the Security Agreement.

### ARTICLE III

#### GENERAL PROVISIONS

3.01 Notices. Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Security Agreement.

3.02 Successors and Assigns. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's successors, transferees and permitted assigns. This Agreement may not be assigned by Debtor without the prior written consent of Secured Party.

3.03 **Filing, Registering, Recording.** Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, to give notice of, and to further the legal operation and effect of, and perfect the interests of Secured Party under, this Agreement. Debtor shall pay all of Secured Party's reasonable costs and expenses (including attorney's fees) of filing, registering or recording this Agreement.

3.04 **Miscellaneous.** This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) and satisfaction of the Obligations and the termination of the Security Agreement.

3.05 **Governing Law.** This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the parties hereto has duly executed this Agreement as of the day and year first above written.

**DEBTOR:**

**ALCO CONSUMER PRODUCTS,  
INC.**

By: 

Name: Michael O'Neal

Title: CEO

**ALCO CONSUMER PRODUCTS  
HOLDINGS, LLC**

By: 

Name: Michael O'Neal

Title: CEO

**SECURED PARTY:**

**CAPITALSOURCE FINANCE LLC**

By: 

Name: WALTER SCHUPPE

Title: DIRECTOR

**Attachments:**

Schedule 1 (Trademarks)



**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations**

MARK	OWNER	STATUS	REGISTRATION/ SERIAL NO.	REGISTRATION DATE
Prescott Forge	Borrower	Registered	2,524,399	1/1/02
Alco	Borrower	Registered	2,717,483	5/20/03
Alco Values for The Home (& Design)	Borrower	Registered	2,572,813	5/28/02
Lifetyme	Borrower	Registered	2,508,114	11/13/01
Storage Tyme	Borrower	Registered	2,872,221	5/03/04
Piggy Patch	Borrower	Registered	2,839,068	5/04/04
Colorful Memories	Borrower	Registered	2,867,627	6/6/03
Countertops	Borrower	Registered	76-614,044	9/28/04
Melrich	Borrower	Registered	76-621,276	11/19/04
Lindsey Jordan	Borrower	Registered	76-615,893	10/12/04
It Takes Two	Borrower	Registered	76-623,859	12/08/04
Moment In Time	Borrower	Registered	76-613,535	9/24/04
Yule Tidings	Borrower	Registered	76-623,860	12/08/04
Clearline	Borrower	Registered	1,873,629	3/19/92
Neoglo	Borrower	Registered	2,442,296	11/16/99
Yard Team	Borrower	Registered	2,430,297	8/19/98
Jelly Light	Borrower	Registered	2,597,665	5/22/01
Glo Wand	Borrower	Registered	2,609,430	5/22/01
Rub 'N Wear	Borrower	Registered	2,613,518	8/7/01
Maxcharge	Borrower	Registered	75-737379	11/3/98
Flash Wear	Borrower	Registered	76-260755	5/22/01
Smart Pad	Borrower	Registered	76-392285	4/5/02
Picture Perfect	Borrower	Registered	76-290047	7/24/01
Lazerpro	Borrower	Registered	76-260757	5/22/01
Creeper	Borrower	Registered	77-129699	3/13/07
Power Works	Borrower	Registered	77-053054	11/29/06
At Ease	Borrower	Registered	77-053083	11/29/06
SmartBeam – Spotlights	Borrower	Registered	78-301101	9/21/04
SmartBeam – Flashlights and Nightlights	Borrower	Registered	78-301109	9/21/04

**Foreign Trademark Registrations**

MARK	OWNER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
None	None	None	None	None

**Foreign Trademark Applications**

MARK	OWNER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
None	None	None	None	None