

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alco Consumer Products, Inc		10/05/2007	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Capital Business Credit LLC
<b>Street Address:</b>	1700 Broadway, 19th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 22**

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
Registration Number:	3075284	COUNTERTOPS
Registration Number:	3048007	LINDSEY JORDAN
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

**CH \$565.00 2524399**

Registration Number:	2698085	MAXCHARGE
Registration Number:	2655139	FLASH WEAR
Registration Number:	2777401	SMART PAD
Registration Number:	2660702	PICTURE PERFECT
Registration Number:	2630910	LAZERPRO
Serial Number:	77053054	POWERWORKS
Registration Number:	2886622	SMARTBEAM
Registration Number:	2886623	SMARTBEAM

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007

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

Email: brandon.cherry@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Brandon Cherry

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	32552.0004
NAME OF SUBMITTER:	Brandon Cherry
Signature:	/Brandon Cherry/
Date:	10/12/2007

**Total Attachments: 13**

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## TRADEMARK COLLATERAL SECURITY AGREEMENT

TRADEMARK COLLATERAL SECURITY AGREEMENT (this "*Agreement*"), dated as of October 5, 2007, by Alco Consumer Products, Inc., a Delaware corporation ("*Borrower*") in favor of Capital Business Credit LLC ("*CBC*"), as collateral agent for the Factor and the Lenders (as defined in the Loan Agreement defined below) (in such capacity, the "*Agent*").

### BACKGROUND

WHEREAS, pursuant to the Factoring and Revolving Loan Agreement, dated as of October 5, 2007, among Borrower, CBC as Factor, Lender and Agent and Alco Consumer Products Holdings, LLC, a Delaware limited liability company ("*Holdings*") as a Guarantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*" and capitalized terms used herein but not defined herein being used herein with the meanings ascribed thereto in the Loan Agreement), Agent, Factor and Lenders have agreed to make extensions of credit and other financial accommodations to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent under the Loan Agreement to the making of Advances that Borrower shall have made the pledge contemplated by this agreement;

NOW, THEREFORE, in consideration of the premises, Borrower hereby agrees with Agent on behalf of and for the ratable benefit of the Factor and the Lenders as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean the trademark license agreements of Borrower designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-102 (64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting

under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Trademarks” shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Borrower’s right, title and interest in, to and under the following:

(a) all Licenses;

(b) all Receivables, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and,

(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the “Collateral.”

3. Representations and Warranties. Borrower covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Borrower’s knowledge, each of the Trademarks is valid and enforceable;

(c) To the best of Borrower’s knowledge, there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens (other than liens subject to the Intercreditor Agreements), charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), except for the Licenses disclosed on Schedule I attached hereto;

(e) Borrower has the right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Borrower hereby grants to Agent and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Borrower shall use its best efforts to do any and all acts required by Agent to ensure Borrower's compliance with paragraph 3(g) above.

5. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full, Borrower shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall (i) give Agent prompt written notice thereof and (ii) modify this Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement.

6. Covenants. Borrower covenants and agrees with Agent that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code or any filing with the United States Patent and Trademark Office with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Agent to file any such

financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Agent hereunder, duly endorsed in a manner satisfactory to Agent.

(b) Maintenance of Trademarks. Borrower will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto material to the operation of its business, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses consistent with past practices.

(c) Indemnification. (A) Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Agent or any Lender after the occurrence and during the continuance of an Event of Default, under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Agent or any Lender.

(d) Limitation of Liens on Collateral. Other than Permitted Liens, Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of Agent in and to any of Borrower's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Borrower will not amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral.

(f) Notices. Borrower will advise Agent promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any

other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral other than in the ordinary course of business, without prior written consent of Agent.

(h) Exercise of Rights; Delivery of Notices. Borrower shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Agent a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

7. Agent's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Agent upon the occurrence and during the continuance of an Event of Default and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any

Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Borrower also authorizes Agent to execute, in connection with the sale provided for in paragraph 9(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Performance by Agent of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Agent incurred in connection with such performance or compliance shall be payable by Borrower to Agent on demand and shall constitute Obligations secured hereby.

9. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Agent and Lenders, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Agent, in the same form as received by Borrower (duly indorsed by Borrower to Agent, if required); and



(ii) Any and all such payments so received by Agent (whether from Borrower or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations in such order as Agent shall elect. Any balance of such payments held by Agent and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent and Lenders may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Lenders are entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Agent and Lenders to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent and Lenders with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.

10. Termination. At such time as the Obligations are irrevocably satisfied in full and the Loan Agreement is irrevocably terminated, this Agreement shall terminate and, subject to the Intercreditor Agreements, Agent shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

11. Notices. Any notice to Agent or Borrower under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

12. No Waiver. No course of dealing between Borrower, Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Remedies. All of Agent's and Lenders' rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower and Agent, all future holders of the Obligations and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

17. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

18. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

ALCO CONSUMER PRODUCTS, INC.

By: 

Name:

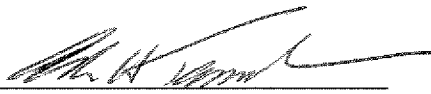
Title:

[Trademark Collateral Security Agreement (Factoring Agreement)]

**TRADEMARK**  
**REEL: 003639 FRAME: 0451**

WITNESS:

CAPITAL BUSINESS CREDIT LLC

By:   
Name: Andrew H. Tananbaum  
Title: President and Chief Executive  
Officer

[Trademark Collateral Security Agreement (Factoring Agreement)]

**TRADEMARK**  
**REEL: 003639 FRAME: 0452**

**SCHEDULE A 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
Lifeyme	Borrower	Registered	2,508,114	11/13/01
Storage Tyme	Borrower	Registered	2,872,221	8/10/04
Piggy Patch	Borrower	Registered	2,839,068	5/04/04
Colorful Memories	Borrower	Registered	2,867,627	7/27/04
Countertops	Borrower	Registered	3,075,284	4/4/06
Lindsey Jordan	Borrower	Registered	3,048,007	1/24/06
Moment In Time	Borrower	Pending	76-613,535	Not Available
Neoglo	Borrower	Registered	2,442,296	4/10/01
Yard Team	Borrower	Registered	2,430,297	2/20/01
Jelly Light	Borrower	Registered	2,597,665	7/23/02
Glo Wand	Borrower	Registered	2,609,430	8/20/02
Rub 'N Wear	Borrower	Registered	2,613,518	8/27/02
Maxcharge	Borrower	Registered	2,698,085	3/18/03
Flash Wear	Borrower	Registered	2,655,139	11/26/02
Smart Pad	Borrower	Registered	2,777,401	10/28/03
Picture Perfect	Borrower	Registered	2,660,702	12/10/02
Lazerpro	Borrower	Registered	2,630,910	10/8/02
Creeper	Borrower	Pending	77-129699	Not Available
Power Works	Borrower	Pending	77-053054	Not Available
At Ease	Borrower	Pending	77-053083	Not Available
SmartBeam~ Spotlights	Borrower	Registered	2,886,622	9/21/04
SmartBeam – Flashlights and Nightlights	Borrower	Registered	2,886,623	9/21/04

**Foreign Trademark Registrations**

MARK	OWNER	STATUS	REGISTRATION	REGISTRATION
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			<b>NUMBER</b>	<b>DATE</b>
None	None	None	None	None

**Foreign Trademark Applications**

<b>MARK</b>	<b>OWNER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
None	None	None	None	None

**SCHEDULE I**  
**LICENSES**

None