



103459066

ARD 11/2/07

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Cotton Commercial USA Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: New Stream Commercial Finance, LLC

Internal Address: \_\_\_\_\_

Street Address: 38C Grove Street

City: Ridgefield

State: Connecticut

Country: USA Zip: 06877

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) October 30, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,986,878 2,570,811

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Ellen M. Allen

Internal Address: \_\_\_\_\_

Street Address: QSH&R

230 Park Avenue, 30th Floor

City: New York

State: New York Zip: 10169-0075

Phone Number: 212-661-9100 ext.865

Fax Number: 212-682-6104

Email Address: eallen@QSHR.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$65.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

11/02/2007 MGETACHE 00000090 2986878  
Authorized User Name \_\_\_\_\_

01 FC:8521

02 FC:8522

11/1/2007

48.00  
25.00

**9. Signature:**

*Ellen M. Allen*  
Signature

Date

Ellen M. Allen  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**TRADEMARKS**  
(with Application/Registration numbers, as applicable)

<b>Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
Cotton (5 words, letters and/or numbers in stylized form) service mark as used for restoration and repair of furniture and contents for houses, business or other facilities due to fire, smoke and water damage (in Class 37), and for moving van services and warehouse storage services (in Class 39)	2,986,878	08/23/2005
Cotton (1 Typed Drawing) service mark as used in the fire and water damage restoration industry	2,570,811	05/21/2002

**TRADEMARK APPLICATIONS**

<b>Trademark Application</b>	<b>Application/Serial Number</b>	<b>Application Date</b>
None		

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") dated as of October ~~30~~, 2007, is by and between COTTON COMMERCIAL USA, INC., a Texas corporation ("Grantor"), and NEW STREAM COMMERCIAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto, as lenders (each individually, a "Lender" and collectively, "Lenders").

## WITNESSETH:

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to certain trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (the "Trademarks"), including, without limitation, those registrations, recordings and applications in the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof;

WHEREAS, Grantor, the other Loan Parties party to the Loan Agreement (as such term is defined therein), and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Grantor as set forth in the Loan and Security Agreement, dated of even date herewith, by and among, Grantor, the other Loan Parties party thereto and Secured Party (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Trademark Security Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Other Documents"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the Other Documents and to make loans and advances and provide other financial accommodations to Grantor pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest (subject only to Permitted Encumbrances) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are one and the same as those Liens granted to Secured Party in the Trademark Collateral pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Trademark Security Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Trademark Security Agreement may be executed and delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

5. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut applied to contracts made and performed within the State of Connecticut without regard to the principles thereof regarding conflicts of laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

COTTON COMMERCIAL USA, INC.

By: [Signature]

Name: Raymond J. Smith

Title: Asst Secretary

STATE OF Georgia )  
COUNTY OF Fulton ) ss.:

On the 21 day of October, 2007, before me personally came Raymond J. Smith to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the Asst Secretary of COTTON COMMERCIAL USA, INC., a Texas corporation, which executed the foregoing instrument and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

[Signature]  
Notary Public

TRACIE FERCHEK  
MY COMMISSION EXPIRES MARCH 15, 2011  
FULTON COUNTY, GEORGIA

[SIGNATURES CONTINUED ON NEXT PAGE]

*Cotton Trademark Security Agreement*

NEW STREAM COMMERCIAL FINANCE, LLC  
as Lender and as Secured Party

By: \_\_\_\_\_  
Name: Donald Porter  
Title: Managing Partner

STATE OF Connecticut )  
  ) ss.:  
COUNTY OF Fairfield )

On the 26 day of October, 2007, before me personally came Donald Porter,  
to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the  
Managing Partner of NEW STREAM COMMERCIAL FINANCE, LLC, a Delaware  
limited liability company, which executed the foregoing instrument and that he/she signed his/her  
name thereto by order of the Board of Directors of said limited liability company.

Abbey Scott  
Notary Public

ABBEY SCOTT  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
MY COMMISSION EXPIRES JULY 31, 2011

*Cotton Trademark Security Agreement*