

# 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
BF Products, LLC		11/05/2007	LIMITED LIABILITY COMPANY: DELAWARE
Black Flag Brands, LLC		11/05/2007	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3136736	DRYMAX	
Registration Number:	3014165	BACK COUNTRY	
Registration Number:	3099094	YELLOW JACKET MOTEL	
Registration Number:	3000979		
Registration Number:	2987197	FLY MOTEL	
Registration Number:	1206208	BLACK FLAG ROACH MOTEL WATERBUG AND ROACHTRAPS. ROACHES CHECK IN BUT THEY DON'T CHECK OUT. STOP ROACHES 24 HOURS A DAY	
Registration Number:	1109417	ROACHES CHECK IN ... BUT THEY DON'T CHECK OUT!	
Registration Number:	1059314	ROACH MOTEL	
Registration Number:	0695890	BLACK FLAG	
Registration Number:	0346648	BLACK FLAG	
Registration Number:	0286271	BLACK FLAG	

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Registration Number:	0211521	SNAROL
Registration Number:	0208738	BLACK FLAG
Serial Number:	78727631	FLEA ENDER

# CORRESPONDENCE DATA

Fax Number: (312)577-4688

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

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00233
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	11/06/2007

# Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, Grantors, by joinder, Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers are parties to a certain Credit Agreement dated as of November 2, 2006 (as the same may from time to time be amended, restated, supplemented or otherwise modified, including without limitation joinders thereto which add additional parties as Credit Parties thereunder, being hereinafter referred to as the "Credit Agreement"), pursuant to which Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors, by joinder, have agreed, pursuant to a Guaranty and Security Agreement, dated as of November 2, 2006, in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantors, by joinder, are parties to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as affective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BF PRODUCTS, LLC**, a Delaware limited liability company

By: 

Name: Ross Clawson

Title: Chief Executive Officer

**BLACK FLAG BRANDS, LLC**, a New York limited liability company

By: 

Name: Ross Clawson

Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Security Agreement

TRADEMARK

REEL: 003655 FRAME: 0778

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BF PRODUCTS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BLACK FLAG BRANDS, LLC**, a New York limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**,  
as Agent


By: Maura Fitzgerald  
Name: Maura Fitzgerald  
Title: Duly Authorized Signatory

Trademark Security Agreement

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Registration/ Application No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
DRYMAX	BF Products, LLC	3,136,736	8/29/2006	United States
BACK COUNTRY	BF Products, LLC	3,014,165	11/8/2005	United States
YELLOW JACKET MOTEL	BF Products, LLC	3,099,094	5/30/2006	United States
Design only	BF Products, LLC	3,000,979	9/27/2005	United States
FLY MOTEL	BF Products, LLC	2,987,197	8/23/2005	United States
ROACH MOTEL BLACK FLAG WATERBUG... and design	BF Products, LLC	1,206,208	8/24/1982	United States
ROACHES CHECK IN ... BUT THEY DON'T CHECK OUT!	BF Products, LLC	1,109,417	12/19/1978	United States
ROACH MOTEL	BF Products, LLC	1,059,314	2/15/1977	United States
BLACK FLAG and design	BF Products, LLC	0,695,890	4/12/1960	United States
BLACK FLAG	BF Products, LLC	0,346,648	6/1/1937	United States
BLACK FLAG and design	BF Products, LLC	0,286,271	8/25/1931	United States
SNAROL	BF Products, LLC	0,211,521 Registration expired 1/20/07	4/13/1926	United States
BLACK FLAG and design	BF Products, LLC	0,208,738	2/9/1926	United States
 Design only	Black Flag Brands, LLC	3,000,979	9/27/2005	United States

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Owner</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Jurisdiction</u>
FLEA ENDER	BF Products, LLC	78/727,631	10/6/2005	United States