

11-27-2007

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FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

(Rev. 10-02)

Patent and Trademark Office

To the Honorable Commissioner of Patents

103464528

original documents or copy thereof.

1. Name of conveying party(ies):

Spinrite Limited Partnership

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 16, 2007

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

Name: The Toronto Dominion Bank

Internal Address: Royal Trust Tower
Street Address: 77 King Street West
18th Floor

City: Toronto State: Ontario-Canada ZIP: M5K 1A2

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other - Bank

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)
Additional name(s) and address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached List

B. Trademark Registration No.(s)

See Attached List

Additional Numbers attached? Yes No

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

Name: David L. Principe

Hodgson Russ LLP

Internal Address: The Guaranty Building

Street Address: 140 Pearl Street, Suite 100

City: Buffalo State: NY ZIP: 14202-4040

6. Total number of applications and registrations involved: 28/

7. Total fee (37 CFR 3.41)..... \$1,120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
08-2442

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David L. Principe

Name of Person Signing

Signature

November 20, 2007
Date

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

12

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

ATTACHMENT TO RECORDATION FORM COVER SHEET**Spinrite Limited Partnership to The Toronto Dominion Bank**

MARK	APPL./REG. NO.
ALLURE	3,152,832
BABY BOUCLE	3,074,891
BABY BRITE	1,475,015
BABY COORDINATES	3,116,094
BERNAT	3,147,844
BERNAT	0,840,552
BERNAT	0,765,926
BOUQUET	2,126,513
CHA CHA	3,070,323
DIVINE	3,119,239
FRENZY	3,092,343
GALAXY	3,070,324
GLITTALLIC	78/742,569
GRACE	3,070,322
HANDICRAFTER	2,163,053
HANDICRAFTER	0,764,725
LACETTE	78/742,585
LILY	3,167,823
MERIT	3,011,270
NICE 'N SOFT	1,846,241
PHENTEX & Design	0,843,754
PHENTEX	0,843,753
SATIN	3,033,265
SILVERLASH	78/742,579
SOFT BOUCLE	3,074,892
SPINDLECRAFT	1,685,366
SUGAR 'N CREAM	3,264,823
ULTRA-SOFT	1,806,759

013012/00098 BFLODOCS 2123034v1

**GENERAL SECURITY AGREEMENT SUPPLEMENT
(INTELLECTUAL PROPERTY INCLUDING PATENTS, TRADEMARKS AND COPYRIGHTS)**

In consideration of any party that is a Lender, as such term is defined in a Credit Agreement, dated as of November 16, 2007, among Spinrite Limited Partnership, a limited partnership organized under the law of the Province of Manitoba and having its chief executive office at 320 Livingstone Avenue South, Box 40, Listowel, Ontario N4W 3H3, (the "Debtor"), as borrower, Spinrite Corp., Spinrite Holding LP, Spinrite GP Inc., Spinrite Trust, Spinrite Acquisition LP, Spinrite Acquisition GP Inc., Spinrite Acquisition Corp., Spinrite Finance LP, Spinrite Finance GP Inc. and Spinrite Luxco S.à r.l., as guarantors, The Toronto-Dominion Bank, a bank organized under the law of Canada and having an office at Royal Trust Tower, 77 King Street West, 18th Floor, Toronto, Ontario M5K 1A2, as agent, (the "Secured Party") and the parties that are or become Lenders, as such term is defined therein, (as amended, supplemented, extended, restated, replaced or otherwise modified or superseded from time to time, the "Credit Agreement"), extending or agreeing to extend any credit or other financial accommodation to or relying on any guaranty, endorsement or other assurance of payment of the Debtor and for other valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the Debtor, the Debtor agrees with the Secured Party for the benefit of the Secured Party and all parties that are or become Lenders, as such term is defined in the Credit Agreement, (such parties and the Secured Party being collectively the "Lender Parties" and individually a "Lender Party") as follows:

1. DEFINITIONS. In this Agreement:

a. **General Security Agreement.** The "General Security Agreement" means a General Security Agreement, dated as of November 16, 2007, from the Debtor to the Secured Party for the benefit of the Lender Parties.

b. **Intellectual Property.** "Intellectual Property" means, regardless of kind or nature and wherever in the world existing, used, issued or pending, (i) any patent or invention disclosed or claimed in any patent, (ii) any copyright, copyright registration or tangible personal property embodying any copyright, (iii) any trademark, service mark, trade style or trade dress (including, but not limited to, any trade, company, fictitious or other business or other name, logo or other source or business identifier), whether registered in any public office or not so registered, (iv) any trade secret (including, but not limited to, any know-how, technology, procedure, product formulation or other product or manufacturing specification or standard) or other confidential or proprietary business or technical data or other information, (v) any unpatented invention, whether or not patentable, (vi) any industrial or other design or design application, (vii) any domain name or domain name registration, (viii) any software or software source code, (ix) any other intellectual or similar property, (x) any license, franchise agreement or other agreement, whether embodied in any Record or otherwise, providing for the grant by or to any Person of any right to manufacture, use, sell, distribute or otherwise exploit any of the things referred to in clauses (i) through (ix) of this sentence or (x) any registration or recording of, application for, reissue, renewal, continuation or extension of, goodwill symbolized by, incident to, associated with or otherwise relating to or Incidental Property Right or Record relating to any of the things referred to in clauses (i) through (ix) of this sentence

c. **Incidental Property Right.** "Incidental Property Right" means, whether arising or accruing pursuant to applicable law or any agreement, instrument or other Record or otherwise, (i) any direct or indirect addition to, extension, renewal, refinancing or other modification or replacement of, increase in or earnings, profit, interest, dividend or distribution of cash or other property or other income or payment on account of any property, (ii) any direct or indirect Proceeds or other proceeds of any replacement, release, surrender, discharge, exchange, conversion, redemption, assignment or other transfer, collection or sale, lease or other disposition of any property, whether voluntary or involuntary or arising or accruing pursuant to any dissolution, liquidation or merger, consolidation or other absorption or otherwise, or (iii) any direct or indirect right, privilege, power or claim relating to any property (including, but not limited to, any right to any of the things referred to in clauses (i) and (ii) of this sentence, any option or warrant, any right of subscription, registration, conversion or redemption, any management right or any right to vote or give any consent, ratification or other approval or authorization (including, but not limited to, any right to vote or give any consent, ratification or other approval or authorization for any replacement of any of the directors, officers and managers of, amendment of any certificate or articles of incorporation or organization, by-laws, operating or partnership agreement or other charter, organizational or other governing document of, dissolution, liquidation or merger, consolidation or other absorption or sale, lease or other disposition of all or substantially all of the assets of any Issuer of any General Intangible or Investment Property)).

d. **Obligations.** The "Obligations" means collectively, whether now existing or hereafter arising or accruing and whether or not arising or accrued subsequent to any commencement of or made, proved, voted or allowed as a claim in any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute, all obligations to any or all of the Lender Parties in any capacity for (i) the payment of any money, however evidenced, regardless of kind or nature, whether for the payment of any principal, interest, fee, charge, cost or expense or otherwise, incurred for any business, commercial or agricultural purpose or otherwise, created directly or by any assignment or other transfer, direct or indirect, absolute or contingent (whether pursuant to any guaranty, endorsement or other assurance of payment or otherwise), similar or dissimilar or related or unrelated, or (ii) the performance of any other obligation that have been heretofore or are hereafter incurred by, in any capacity (including, but not limited to, as a debtor-in-possession after the commencement of any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute) and whether alone or otherwise, the Debtor or any direct or indirect successor of the Debtor or direct or indirect assignee or other transferee of all or substantially all of the assets of the Debtor (including, but not limited to, any estate created by the commencement of any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute and any receiver, trustee, custodian or similar Person for the Debtor or any of the assets of the Debtor) (including, but not limited to, (A) all Liabilities, as such term is defined in the Credit Agreement, of the Debtor, whether arising pursuant to the Credit Agreement or any of the Other Agreements, as such term is defined in the Credit Agreement, or otherwise, and (B) all obligations of the Debtor to the Secured Party pursuant to Section 8 of the Security Agreement).

e. **Person.** "Person" means (i) any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated association, government, political subdivision or other taxing authority, (ii) any court, agency or other governmental body or (iii) any other entity, body, organization or group.

f. **Security Interest.** "Security Interest" means any security interest or other lien granted or otherwise created pursuant to the second sentence of Section 2 of this Agreement.

g. **Uniform Commercial Code.** "Uniform Commercial Code" means at any time the Uniform Commercial Code of the State of New York as in effect at such time.

h. **Other Terms.** Each of the following terms has at any time the meaning given it at such time for purposes of Article 9 of the Uniform Commercial Code: (i) General Intangible, (ii) Investment Property, (iii) Proceeds, (iv) Products, (v) Record and (vi) Supporting Obligations.

2. **REAFFIRMATION OF GENERAL SECURITY AGREEMENT; SUPPLEMENTAL GRANT OF SECURITY INTEREST.** The Debtor acknowledges, reaffirms and ratifies in all respects the General Security Agreement as through all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by the Debtor of a security interest in all Intellectual Property included in the Collateral, as such term is defined in the General Security Agreement. Without limiting the generality of the foregoing, to secure the payment and other performance of the Obligations, the Debtor grants to the Secured Party for the benefit of the Lender Parties a security interest in, and assigns, pledges and hypothecates to the Secured Party for the benefit of the Lender Parties, all right, title and interest of the Debtor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Secured Party by the Debtor, (i) Intellectual Property (including, but not limited to, all Intellectual Property described on Exhibit A-I (Patents), Exhibit A-II (Trademarks) and Exhibit A-III (Copyrights) attached to and made a part of this Agreement) and (ii) (A) Supporting Obligations and Incidental Property Rights incident to, arising or accruing pursuant to or otherwise relating to any of the things referred to in clause (i) of this sentence, whether arising or accruing from any action taken by the Debtor or the Secured Party or otherwise, (B) Proceeds, other proceeds and Products of any of the things referred to in clauses (i) and (ii)(A) of this sentence and (C) Records relating to any of the things referred to in clauses (i) and (ii)(A) and (B) of this sentence. Each Security Interest is a continuing, absolute and unconditional security interest or other lien.


3. **GOVERNING LAW.** Except to the extent that Article 9 of the Uniform Commercial Code provides for the application of the law of any other jurisdiction, this Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) and, to the extent applicable, the federal law of the United States without regard to the law of any other jurisdiction.

Dated November 16, 2007

SPINRITE LIMITED PARTNERSHIP

By SPINRITE GP, INC.

By


Authorized Officer

Name: Ryan Newell

Title: Chief Financial Officer

TRADEMARK

REEL: 003690 FRAME: 0523

EXHIBIT A-I (PATENTS)

Recording/Filings in United States Patent and Trademark Office

Registration or Application Number

Date

Title

Nil.

[US Confirmation of Security Interest- Spinrite Limited Partnership]

TRADEMARK
REEL: 003690 FRAME: 0524

EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

Serial Number	Status	Owner
1. ALLURE	REGISTERED SN. No.:78478556 FD: 2004-09-03 Reg #: 3152832 RD: 2006-10-10 Next Renewal: 2016-10-10	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.
2. BABY BOUCLE	REGISTERED SN. No.:78478627 FD: 2004-09-03 Reg #: 3074891 RD: 2006-03-28 Next Renewal: 2016-03-28	Spinrite Limited Partnership
3. BABY BRITE	REGISTERED SN. No.:73623123 FD: 1986-09-30 Reg #: 1475015 RD: 1988-02-02 Next Renewal: 2008-02-02	SPINRITE LIMITED PARTNERSHIP
4. BABY COORDINATES	REGISTERED SN. No.:78478586 FD: 2004-09-03 Reg #: 3116094 RD: 2006-07-18 Next Renewal: 2016-07-18	Spinrite Limited Partnership
5. BERNAT	REGISTERED SN. No.:78599014 FD: 2005-03-31 Reg #: 3147844 RD: 2006-09-26 Next Renewal: 2016-09-26	Spinrite Limited Partnership


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6. BERNAT	REGISTERED SN. No.:72206215 FD: 1964-11-16 Reg #: 0840552 RD: 1967-12-12 Next Renewal: 2007-12-12	SPINRITE LIMITED PARTNERSHI P
7. BERNAT	REGISTERED SN. No.:72161865 FD: 1963-02-01 Reg #: 0765926 RD: 1964-03-03 Next Renewal: 2014-03-03	SPINRITE LIMITED PARTNERSHI P
8. BOUQUET	REGISTERED SN. No.:74689924 FD: 1995-06-16 Reg #: 2126513 RD: 1998-01-06 Next Renewal: 2008-01-06	SPINRITE LIMITED PARTNERSHI P
9. CHA CHA	REGISTERED SN. No.:78478570 FD: 2004-09-03 Reg #: 3070323 RD: 2006-03-21 Next Renewal: 2016-03-21	Spinrite Limited Partnership
10. DIVINE	REGISTERED SN. No.:78478582 FD: 2004-09-03 Reg #: 3119239 RD: 2006-07-25 Next Renewal: 2016-07-25	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.
11. FRENZY	REGISTERED SN. No.:78478651 FD: 2004-09-03 Reg #: 3092343 RD: 2006-05-16 Next Renewal: 2016-05-16	Spinrite Limited Partnership

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12. GALAXY	REGISTERED SN. No.:78478642 FD: 2004-09-03 Reg #: 3070324 RD: 2006-03-21 Next Renewal: 2016-03-21	Spinrite Limited Partnership
13. GLITTALLIC	PENDING SN. No.:78742569 FD: 2005-10-28 RD: Next Renewal: --	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.
14. GRACE	REGISTERED SN. No.:78478566 FD: 2004-09-03 Reg #: 3070322 RD: 2006-03-21 Next Renewal: 2016-03-21	Spinrite Limited Partnership
15. HANDICRAFTER	REGISTERED SN. No.:74689923 FD: 1995-06-16 Reg #: 2163053 RD: 1998-06-09 Next Renewal: 2008-06-09	SPINRITE LIMITED PARTNERSHIP
16. HANDICRAFTER	REGISTERED SN. No.:72162247 FD: 1963-02-07 Reg #: 0764725 RD: 1964-02-11 Next Renewal: 2014-02-11	SPINRITE LIMITED PARTNERSHIP
17. LACETTE	PENDING SN. No.:78742585 FD: 2005-10-28 RD: Next Renewal: --	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.
18. LILY	REGISTERED SN. No.:78660089 FD: 2005-06-28 Reg #: 3167823 RD: 2006-11-07 Next Renewal: 2016-11-07	Spinrite Limited Partnership

[US Confirmation of Security Interest- Spinrite Limited Partnership]

19. MERIT	REGISTERED SN. No.:78478549 FD: 2004-09-03 Reg #: 3011270 RD: 2005-11-01 Next Renewal: 2015-11-01	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.
20. NICE 'N SOFT	REGISTERED SN. No.:74129396 FD: 1991-01-10 Reg #: 1846241 RD: 1994-07-19 Next Renewal: 2014-07-19	SPINRITE LIMITED PARTNERSHIP
 21. PHENTEX	REGISTERED SN. No.:72267690 FD: 1967-03-27 Reg #: 0843754 RD: 1968-02-06 Next Renewal: 2008-02-06	SPINRITE LIMITED PARTNERSHIP
22. PHENTEX	REGISTERED SN. No.:72267689 FD: 1967-03-27 Reg #: 0843753 RD: 1968-02-06 Next Renewal: 2008-02-06	SPINRITE LIMITED PARTNERSHIP
23. SATIN	REGISTERED SN. No.:78478613 FD: 2004-09-03 Reg #: 3033265 RD: 2005-12-20 Next Renewal: 2015-12-20	Spinrite Limited Partnership
24. SILVERLASH	PENDING SN. No.:78742579 FD: 2005-10-28 RD: Next Renewal: --	Spinrite Limited Partnership, by its General Partner, Spinrite GP Inc.

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25. SOFT BOUCLE	REGISTERED SN. No.:78478632 FD: 2004-09-03 Reg #: 3074892 RD: 2006-03-28 Next Renewal: 2016-03-28	Spinrite Limited Partnership
26. SPINDLECRAFT	REGISTERED SN. No.:74103172 FD: 1990-10-04 Reg #: 1685366 RD: 1992-05-05 Next Renewal: 2012-05-05	SPINRITE LIMITED PARTNERSHIP
27. SUGAR 'N CREAM	REGISTERED SN. No.:78960604 FD: 2006-08-25 Reg #: 3264823 RD: 2007-07-17 Next Renewal: 2017-07-17	Spinrite Limited Partnership
28. ULTRA-SOFT	REGISTERED SN. No.:74106779 FD: 1990-10-17 Reg #: 1806759 RD: 1993-11-23 Next Renewal: 2013-11-23	SPINRITE LIMITED PARTNERSHIP

[US Confirmation of Security Interest- Spinrite Limited Partnership]

EXHIBIT A-III (COPYRIGHTS)

Recording/Filings in United States Copyright Office

Registration or Application Number

Date

Title

Nil.

[US Confirmation of Security Interest- Spinrite Limited Partnership]