

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Txf Products, Inc.		12/03/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Casabella Holdings LLC
Street Address:	400 Corporate Drive
City:	Blauvelt
State/Country:	NEW YORK
Postal Code:	10913
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2765421	BIO FRESH
Registration Number:	2809281	COOL TOOLS FOR CLEANING
Registration Number:	2404596	DUST CAESAR
Registration Number:	2402498	DUST CAESAR SEIZE THE DUST!
Registration Number:	1918010	EZ DUST IT
Registration Number:	2684952	FRESH WIPES
Registration Number:	2389308	HOLDRITE
Registration Number:	2396265	SEIZE THE DUST
Registration Number:	2673430	SPONGE 'N KLEAN
Registration Number:	2784957	SPOTLESS!
Serial Number:	78599590	STICKY DOOHICKY
Registration Number:	2880774	SCRUB'N SHINE

CORRESPONDENCE DATA

CH \$315.00 2765421

Fax Number: (202)344-8300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 808-5670
Email: ptomail@venable.com
Correspondent Name: Michael R. Graif
Address Line 1: P.O. Box 34385
Address Line 4: Washington, DISTRICT OF COLUMBIA 20043

ATTORNEY DOCKET NUMBER:	071964.242507
NAME OF SUBMITTER:	Michael R. Graif
Signature:	/Michael R. Graif/
Date:	02/03/2008

Total Attachments: 4
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TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, pursuant to this TRADEMARK ASSIGNMENT, dated as of December 3, 2007, CHANDRACO, LP ("Secured Party"), pursuant to its rights under a Revolving Credit and Security Agreement dated July 3, 2006, between COMPASS BANK and TXF PRODUCTS, INC. ("Debtor"), which Revolving Credit and Security Agreement has been assigned by COMPASS BANK to Secured Party, hereby assigns to CASABELLA HOLDINGS, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, its successors, assigns and legal representatives (the "Assignee"), certain intellectual property as more fully set forth herein.

WHEREAS, Debtor has good, marketable, and indefeasible title to the intellectual property and assets identified on Schedule A attached hereto (collectively the "Trademarks"); and

WHEREAS, Secured Party, pursuant to Section 9-610, et seq. of the Uniform Commercial Code has the right to convey and assign Debtor's right, title and interest in and to the Trademarks; and

WHEREAS, Secured Party and Assignee have entered into a certain Asset Purchase Agreement dated as of December 3, 2007 (the "Purchase Agreement"), assigning, among other things, all of the Trademarks from Secured Party to Assignee; and

WHEREAS, in connection with the Purchase Agreement, Secured Party wishes to assign and Assignee wishes to acquire all the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Secured Party does hereby sell, transfer, convey, contribute and assign unto Assignee, all right, title and interest in and to the Trademarks and all other indicia of source throughout the universe, and all goodwill associated therewith, together with all rights to registration, renewal and extension of the Trademarks, to the full term or terms for which the Trademarks may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Secured Party if this Trademark Assignment had not been made, and all claims for damages by reason of past, present and future infringement or misappropriation of or other conflict with said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Secured Party hereby authorizes the U.S. Patent and Trademark Office, and any Official of any country or countries foreign to the United States or any multinational organization whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademarks and to issue all registrations for said Trademarks, to be in the name of Assignee, as assignee of all of Secured Party's Trademarks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Trademark Assignment. Secured Party further agrees to execute all documents and provide all authorizations necessary when reasonably requested by Assignee to effectuate the intent of this Trademark Assignment.

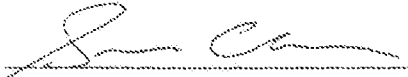
Secured Party covenants for itself and its successors and assigns to provide to Assignee, promptly upon the request of Assignee and at the expense of Assignee, all pertinent facts and documents relating to the Trademarks as may be known or accessible to Secured Party, and to execute and deliver promptly to Assignee or its legal representative any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, or enforce said the Trademarks which may be necessary or desirable to carry out the purposes hereof.

Secured Party hereby represents and warrants that all necessary registration, maintenance and renewal fees due in connection with the Trademarks have been paid and all necessary documents and certificates in connection with such Trademarks have been filed with the relevant patent, trademark or other governmental or regulatory authorities for the purposes of maintaining such Trademarks. Secured Party hereby further represents and warrants that Secured Party has all right, title and interest in and to, including good and indefeasible title and the full right to use, all Trademarks, free and clear of any encumbrance.

This Trademark Assignment is being executed in connection with the Purchase Agreement and nothing in this Trademark Assignment shall be deemed to limit the rights of Secured Party or Assignee under the Purchase Agreement.

IN WITNESS WHEREOF, Secured Party has caused this Trademark Assignment to be executed and delivered on its behalf as of the date first stated above.

CHANDRACO, LP

By: 

Name: SANDAM CHANDRA

Title: MANAGER OF ITS GENERAL PARTNER

SCHEDULE A

Trademark	Country	Reg./Appl. No.
BIO FRESH	United States	2,765,421
COOL TOOLS FOR CLEANING	United States	2,809,281
DUST CAESAR	United States	2,304,596
DUST CAESAR SEIZE THE DUST! DESIGN	United States	2,402,498
EZ DUST IT	United States	1,918,010
FRESH WIPES	United States	2,684,952
HOLDRITE	United States	2,389,308
SEIZE THE DUST	United States	2,396,265
SPONGE 'N KLEAN	United States	2,673,430
SPOTLESS!	United States	2,784,957

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Trademark	Country	Reg. No.
STICKY DOOHICKY	United States	78/599590
SKRÜBER	United States	77/075329
FLUFFY DUSTER	Canada	1,290,874
FLUFFY DUSTER	United States	78/819737
SCRUB 'N SHINE	United States	2,880,774
DUST DIAPER	United States	2,447,005
TELESCOPIC CLEANING DEVICE	United States	Unregistered
CLEAN LIVING	United States	Unregistered
CLEAN FUTURES	United States	Unregistered

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