

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
Casabella Holdings L.L.C.		02/11/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	One M&T Plaza
Internal Address:	Attn: Office of General Counsel
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3261623	LINT-POD
Registration Number:	3303169	DIGI-POUCH
Registration Number:	2880774	SCRUB'N SHINE
Registration Number:	2723102	TEXAS FEATHERS
Registration Number:	2447005	DUST DIAPER
Registration Number:	2389308	HOLDRITE
Registration Number:	1916501	RE-TRAX
Registration Number:	2765421	BIO FRESH
Registration Number:	2809281	COOL TOOLS FOR CLEANING
Registration Number:	2402498	DUST CAESAR SEIZE THE DUST!
Registration Number:	2404596	DUST CAESAR
Registration Number:	1918010	EZ DUST IT
Registration Number:	2684952	FRESH WIPES

OP \$765.00 3261623

Registration Number:	2396265	SEIZE THE DUST
Registration Number:	2673430	SPONGE 'N KLEAN
Registration Number:	2784957	SPOTLESS!
Registration Number:	2930128	THE TOILET BRUSH YOU JUST FLUSH!
Registration Number:	2860997	SCRUB 'N FLUSH
Serial Number:	76656307	ONDA
Serial Number:	76646008	MAGNET CLOTH
Serial Number:	77081599	REACH-IT
Serial Number:	77362165	CLEAN LIVING
Serial Number:	77362161	CLEAN FUTURE
Serial Number:	77311108	SWIVEL-IT
Serial Number:	77265207	WAYCLEAN
Serial Number:	77237612	CASABELLA
Serial Number:	77216296	SINK SIDER
Serial Number:	77096330	CARPET BROOM
Serial Number:	78599590	STICKY DOOHICKY
Serial Number:	78599429	STICK DOOHICKY

CORRESPONDENCE DATA

Fax Number: (914)761-5372
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 914-761-1300
Email: mkatz@cuddyyfeder.com
Correspondent Name: Michael L. Katz
Address Line 1: 445 Hamilton Avenue
Address Line 2: 14th Floor
Address Line 4: White Plains, NEW YORK 10601

NAME OF SUBMITTER:	Michael L. Katz
Signature:	/MLK/
Date:	02/13/2008

Total Attachments: 6
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**MODIFICATION AND REAFFIRMATION
OF TRADEMARK SECURITY AGREEMENT**

MODIFICATION AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT (this "Modification") dated as of the 11th day of February, 2008 by and between MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with offices at One M&T Plaza, Buffalo, New York 14240, Attention: Office of General Counsel (the "Bank") and CASABELLA HOLDINGS L.L.C., a Delaware limited liability company with offices at 400 Corporate Drive, Blauvelt, New York 10913 (the "Company").

W I T N E S S E T H:

WHEREAS, the Bank and the Company heretofore entered into a certain Credit Agreement dated as of November 3, 2006 (the "Original Credit Agreement") and, in connection therewith, the Company delivered to the Bank, among other things, a certain Trademark Security Agreement dated as of November 3, 2006 (the "Security Agreement") pursuant to which Security Agreement the Company, among other things, granted to the Bank a first priority lien on and security interest in the Collateral (as defined in the Security Agreement);

WHEREAS, the Bank and the Company have this day entered into a certain First Modification to Credit Agreement (the "Modification"; the Original Credit Agreement, the Modification and each other and further amendment, modification, supplement, restatement and/or renewal being hereinafter collectively referred to as, the "Credit Agreement") pursuant to which, among other things, the Bank has agreed to make an additional term loan to the Company in the original principal amount of \$400,000.00 (the "First Supplemental Term Loan"), subject to and upon the terms and conditions set forth in the Modification, and, in connection therewith, the Company has delivered to the Bank, among other things, a term loan note of even date herewith made by the Company to the order of the Bank in the original principal amount of \$400,000.00 which is intended to evidence the First Supplemental Term Loan (the "First Supplemental Term Loan Note"); and

WHEREAS, the Bank and the Company wish to modify, amend and supplement the Security Agreement and, also, to reaffirm the Company's obligations and agreements therein contained and confirm their application to the indebtedness and other obligations of the Company to the Bank in respect of the Credit Agreement including, without limitation, those in respect of the First Supplemental Term Loan and the First Supplemental Term Loan Note, all as more particularly set forth below;

NOW, THEREFORE, in consideration of the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Bank and the Company hereby agree as follows:

1. The Whereas clauses above stated are hereby incorporated in this Modification by this reference. All words, terms or phrases used herein and defined in the Credit Agreement or the Security Agreement shall have the meanings herein that are ascribed to them in the Credit Agreement or the Security Agreement, as the case may be, unless herein otherwise expressly specified.

2. The definition of "Credit Agreement" as set forth in Section 1(b) of the Security Agreement shall mean and refer to the Credit Agreement as herein defined.

3. The version of Schedule A to the Security Agreement annexed hereto and made a part hereof as Exhibit 1 is hereby substituted in place and instead of the version of such Schedule heretofore annexed to the Security Agreement.

4. The Company confirms and agrees that the term "Obligations" as used in the Security Agreement also includes any and all indebtedness and other obligations of the Company to the Bank in respect of the Credit Agreement, the First Supplemental Term Loan and the First Supplemental Term Loan Note, all of which shall be secured by the Security Agreement with the same priority, operation and effect as existed immediately prior to the execution and delivery of this Modification.

5. The individual signing this Modification on behalf of the Company represents and warrants to and for the benefit of the Bank that, as of the date hereof: (a) the representations and warranties contained in the Security Agreement are true, correct and complete in all material respects, to the extent the same remain applicable; (b) no Event of Default has occurred; (c) he or she is aware of no circumstances that would reasonably be expected to result in any Event of Default; and (d) all limited liability company action necessary to authorize the Company to enter into this Modification has been duly taken.

6. This Modification is to be governed by and construed in accordance with the laws of the State of New York (without regard to its principles of conflicts of laws) and shall be binding upon the parties hereto and their respective successors-in-interest and permitted assigns but shall, in no event, be binding or effective for any purpose until mutually executed and delivered by the parties hereto.

7. Except as set forth in this Modification, the parties hereby re-affirm, ratify and confirm the Security Agreement and all other Loan Documents (as defined in the Credit Agreement) in all respects. To the extent not prohibited by law, the Company hereby expressly waives any claims, defenses, counterclaims or other causes of action it may now have as against the Bank, its officers, directors, employees, agents, successors and assigns, or that would impede, impair or prevent enforcement of any one or more of the Loan Documents in accordance with their respective terms.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Company and the Bank have caused this Modification to be duly executed by their duly authorized officers, as of the day and year first above written.

COMPANY:

CASABELLA HOLDINGS L.L.C.

By: 

Name: Bruce Kaminstein

Title: President and Chief Financial Officer

BANK:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____

Name: Jennifer J. Kooney

Title: Vice President

IN WITNESS WHEREOF, the Company and the Bank have caused this Modification to be duly executed by their duly authorized officers, as of the day and year first above written.

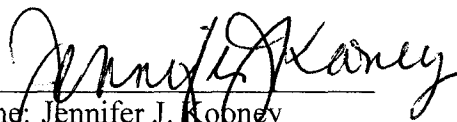
COMPANY:

CASABELLA HOLDINGS L.L.C.

By: _____
Name: Bruce Kaminstein
Title: President and Chief Financial Officer

BANK:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: 
Name: Jennifer J. Kooney
Title: Vice President

TRADEMARK

REEL: 003720 FRAME: 0020

EXHIBIT 1**SCHEDULE A**

[to the Trademark Security Agreement]

U.S. Trademarks of Debtor

MARK	REGISTRATION NO.	REGISTERED	OWNER
Muscle	2,358,174	06/13/00	Casabella Holdings, LLC
The Big, The Bad, and the Thirsty	2,608,035	08/13/02	Casabella Holdings, LLC
It's Not Your Mother's	2,848,151	06/01/04	Casabella Holdings, LLC
Magnet Broom	1,966,965	04/09/96	Casabella Holdings, LLC
Magnet Mop	2,444,893	04/17/01	Casabella Holdings, LLC
Curvaceous	2,637,057	10/15/02	Casabella Holdings, LLC
Casabella	1,976,718	05/28/96	Casabella Holdings, LLC
Casabella	2,651,483	11/19/02	Casabella Holdings, LLC
Wet	2,227,621	03/02/99	Casabella Holdings, LLC
Wring Leader	2,854,762	06/15/04	Casabella Holdings, LLC
Dish Turtle	2,847,308	06/01/04	Casabella Holdings, LLC
Zoom Broom	2,967,960	07/12/05	Casabella Holdings, LLC
Crumb-Pod	3,117,784	07/18/06	Casabella Holdings, LLC
Grook	2,950,921	05/17/05	Casabella Holdings, LLC
So Happy Together	2,805,377	01/13/04	Casabella Holdings, LLC
Casacolor	3,154,641	10/10/06	Casabella Holdings, LLC
Lint-Pod	3261623	07/10/07	Casabella Holdings, LLC
Digi-Pouch	3303169	10/02/07	Casabella Holdings, LLC
Scrub 'N Shine	2,880,774	09/07/04	Casabella Holdings, LLC*
Texas Feathers	2,723,102	06/10/03	Casabella Holdings, LLC*
Dust Diaper	2,447,005	04/24/01	Casabella Holdings, LLC*
Holdrite	2,389,308	09/26/00	Casabella Holdings, LLC*
Re-Trax	1,916,501	09/05/95	Casabella Holdings, LLC*
Bio Fresh	2,765,421	09/16/03	Casabella Holdings, LLC*
Cool Tools for Cleaning	2,809,281	01/27/04	Casabella Holdings, LLC*
Dust Caesar	2,404,596	11/14/00	Casabella Holdings, LLC*
Dust Caesar Seize	2,402,498	11/07/00	Casabella Holdings, LLC*
EZ Dust It	1,918,010	09/12/95	Casabella Holdings, LLC*
Fresh Wipes	2,684,952	02/04/03	Casabella Holdings, LLC*
Seize the Dust	2,396,265	10/17/00	Casabella Holdings, LLC*
Sponge 'N Klean	2,673,430	01/07/03	Casabella Holdings, LLC*
Spotless!	2,784,957	11/18/03	Casabella Holdings, LLC*
The Toilet Brush	2,930,128	03/08/05	Casabella Holdings, LLC*
Scrub 'N Flush	2,860,997	07/06/04	Casabella Holdings, LLC*

*As Assignee of TxF Products, Inc.

Pending U.S. Trademark Applications of Debtor

MARK	SERIAL/APP. NO.	FILED	OWNER
Handle Design	76/653,786	01/23/06	Casabella Holdings, LLC
2 Tools in 1	78/816,899	02/16/06	Casabella Holdings, LLC
Onda	76656307	03/09/06	Casabella Holdings, LLC
Magnet Cloth	76646008	08/29/05	Casabella Holdings, LLC
Reach-It	77081599	01/12/07	Casabella Holdings, LLC
Clean Living	77362165	12/31/07	Casabella Holdings, LLC
Clean Future	77362161	12/31/07	Casabella Holdings, LLC
Swivel-It	77311108	10/23/07	Casabella Holdings, LLC
Wayclean	77265207	08/27/07	Casabella Holdings, LLC
Casabella	77237612	07/24/07	Casabella Holdings, LLC
Sink Sider	77216296	07/26/07	Casabella Holdings, LLC
Carpet Broom	77096330	01/31/07	Casabella Holdings, LLC
Sticky Doohicky	78/599,590	03/31/05	Casabella Holdings, LLC*
Stick Doohicky	78/599,429	03/31/05	Casabella Holdings, LLC*

*As Assignee of TxF Products, Inc.