

04-16-2008

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

4/11/08

1. Name of conveying party(ies):

The Fountainhead Group, Inc.

- 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: 04/10/08

2. Name and address of receiving party(ies)

Name: National City Business Credit, Inc.

Internal Address: National City Center

Street Address: 20 Stanwix Street, 19th Floor

City: Pittsburgh State: PA Zip: 15222

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

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) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 77/141,682

B. Trademark Registration No.(s) 2,131,994

Additional number(s) attached Yes No

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

Name: Melissa A. Kistorick, Paralegal

Internal Address:

Street Address: Thorp Reed & Armstrong, LLP
One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

04/15/2008 NJAMA1 00000012 77141682

9. Signature.

01 FC:8521
02 FC:8522

40.00 OF
175.00 OF

Jenifer S. Tarasi, Esquire
Name of Person Signing

Jenifer S. Tarasi
Signature

April 10, 2008
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003763 FRAME: 0624

SCHEDULE A

TRADEMARKS

Trademark Report by Mark

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BURGESS							
United States	86165.000099	08/19/1996	75/151,906	01/27/1998	2,131,994	REGISTERED	07
United States	86165.000097	08/19/1996	75/152,751	01/27/1998	2,132,004	REGISTERED	05
United States	86165.000098	08/19/1996	75/152,216	08/11/1998	2,179,908	REGISTERED	08
EZ PUMP							
UNITED STATES	86165.000034	03/31/2000	76/014,063	10/29/2002	2,644,733	REGISTERED	8
FOGGER SILHOUETTE							
United States	86165.000093	01/21/2004	78/355,170	09/27/2005	3,000,979	REGISTERED	7
GRAB & GO							
UNITED STATES	86165.000076	10/09/2002	78/172,542	07/13/2004	2,863,663	REGISTERED	08
MAGIC WAND							
UNITED STATES	86165.000081	02/18/2003	78/215,798			ABANDONED	08
United States	86165.000130	03/27/2007	77/141,682			PENDING	08
RELAX							
UNITED STATES	86165.000026	03/31/1997	75/266,582	11/02/1999	2,290,416	REGISTERED	7,8

4. B Additional Trademark Registration Nos.

2,132,004
2,179,908
2,644,733
3,000,979
2,863,663
2,290,416

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, The Fountainhead Group, Inc., a Delaware corporation (the "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit and Security Agreement, dated of even date herewith, by and among the Grantor, Parco Properties Inc., a New York corporation, the other Borrowers (as defined in the Credit Agreement (as hereinafter defined)) party thereto, Stecdunco LLC, a New York limited liability company, the other Guarantors (as defined in the Credit Agreement) party thereto, National City Business Credit, Inc., an Ohio corporation ("NCBC"), and various other financial institutions from time to time (NCBC and such other financial institutions are each a "Lender" and, collectively, the "Lenders"), NCBC as administrative and collateral agent for the Lenders and the Issuer (as defined in hereinafter) and National City Bank, a national banking association, as the letter of credit issuer (the "Issuer") (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), the Grantor has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement"), in favor of the Agent (for its benefit and for the benefit of the Lenders and the Issuer); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent (for its benefit and for the benefit of the Lenders and the Issuer), a mortgage on, pledge of and security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby further grant to the Agent (for its benefit and for the benefit of the Lenders and the Issuer) a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent (for its benefit and for the benefit of the Lenders and the Issuer) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

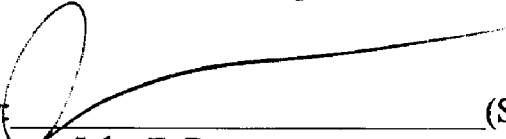
The Agent's address is National City Center, 20 Stanwix Street, 19th Floor, Pittsburgh, Pennsylvania 15222.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Interest to be duly executed on the 10th day of April, 2008.

WITNESS:



The Fountainhead Group, Inc.


By _____ (SEAL)
Name: John F. Romano
Title: President