

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Homewerks Worldwide, LLC		04/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harris N.A.		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3368822	HW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1684521		
<b>NAME OF SUBMITTER:</b>	Richard Kalwa		
<b>Signature:</b>	/richard kalwa/		

**CH \$40.00 3368822**

Date:

04/28/2008

**Total Attachments: 4**

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## TRADEMARK COLLATERAL AGREEMENT

This ~~16th~~ day of April, 2008, Homewerks Worldwide, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 190 Carpenter Avenue, Wheeling, Illinois 60090, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, assigns to Harris N.A., a national banking association, with its mailing address at 111 West Monroe, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark registration application listed on Schedule A hereto (each, a "*Trademark*"), and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any Trademark or by reason of injury to the goodwill associated with any such Trademark, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Loan and Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for registration of a trademark with the United States Patent and Trademark Office (the "*Trademark Office*") based on Debtor's intent to use the same if and so long as such application is pending without an Amendment to Allege Use Statement of Use having been filed and accepted by the Trademark Office (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"). When an Amendment to Allege Use or Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the collateral assignment and security interest in the Trademarks, made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HOMEWERKS WORLDWIDE, LLC

By Peter Berkman  
Name Peter Berkman  
Title President

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

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

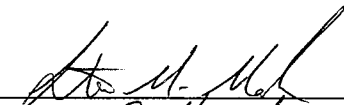
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HOMEWERKS WORLDWIDE, LLC

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

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By  \_\_\_\_\_  
Name S. M. MARKS  
Title SVP


**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

**HOMEWERKS WORLDWIDE, LLC  
TRADEMARK SCHEDULE**

**U.S. Federal Registrations**

<i>MARK (LOGO)</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>	<i>GOODS</i>	<i>STATUS</i>
	3,368,822	01/15/2008	Plumbing fittings, namely, valves, couplers and control valves	Mark registered January 15, 2008; Section 8&15 Affidavits are due by January 15, 2014.