

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
THV Holdings LLC		08/10/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78187329	THV AMERICA'S HOME IMPROVEMENT COMPANY
Serial Number:	78187343	THV
Serial Number:	78968952	THV TRUE HOME VALUE, INC.
Serial Number:	78135170	ALTER-LITE
Serial Number:	78074658	NU-BATH

CORRESPONDENCE DATA

Fax Number: (312)346-8434
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3124767534
 Email: lturczak@lplegal.com
 Correspondent Name: Laura Turczak, Levenfeld Pearlstein, LLC
 Address Line 1: 2 N. LaSalle Street
 Address Line 2: Suite 1300
 Address Line 4: Chicago, ILLINOIS 60602

CH \$140.00 78187329

ATTORNEY DOCKET NUMBER:	27161-71538
NAME OF SUBMITTER:	Laura J. Turczak
Signature:	/Laura J. Turczak/
Date:	06/04/2008

Total Attachments: 7

source=THV Holdings Security Agreement#page1.tif
source=THV Holdings Security Agreement#page2.tif
source=THV Holdings Security Agreement#page3.tif
source=THV Holdings Security Agreement#page4.tif
source=THV Holdings Security Agreement#page5.tif
source=THV Holdings Security Agreement#page6.tif
source=THV Holdings Security Agreement#page7.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 10, 2007, by THV HOLDINGS LLC, a Delaware limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Lender").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

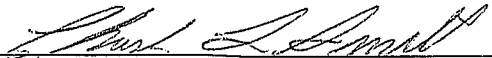
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THV HOLDINGS LLC, a Delaware limited liability company

By: 
Title: CEO.

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Title: _____

11-05-2003
102964944

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 003788 FRAME: 0322

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THV HOLDINGS LLC, a Delaware limited liability company

By: _____
Title: _____

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: Michael F. Perry
Title: First Vice President

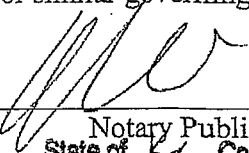
11-05-2003
102964944

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 003788 FRAME: 0323

STATE OF Kentucky)
) ss
COUNTY OF Jefferson)

On this 10th day of August, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public
State of Ky, County of Jeff.
Signed before me on this 8th day
of Aug., 2007 by _____
Notary Public _____

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
THV AMERICA'S HOME IMPROVEMENT COMPANY	78187329		November 21, 2002	
THV	78187343		November 21, 2002	
THV TRUE HOME VALUE, INC.	78968952		September 7, 2006	
ALTER-LITE	78135170		June 12, 2002	
NU-BATH	78074658		July 19, 2001	

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

NONE