

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Sun Products Corporation (f/k/a Huish Detergents, Inc.)		09/08/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78763316	SUN BURST
Serial Number:	78781866	CLOUT
Registration Number:	3459751	SUN
Serial Number:	77029881	EVERYDAY ELEGANCE
Serial Number:	77039766	SOFT MOMENTS
Serial Number:	77039847	SUNSATONAL SCENTS
Serial Number:	77039875	ACT
Serial Number:	77053499	SOFT SENSATIONS
Serial Number:	77062237	NITRO
Serial Number:	77072139	TRANQUIL LAVENDER
Serial Number:	77072164	SHEER SPRING
Serial Number:	77072175	SOFT CITRUS
Serial Number:	77099711	CITRUS WAVES
Registration Number:	3449048	LAUNDRO KING

OP \$440.00 78763316

Serial Number:	77328734	TONI
Serial Number:	77501360	LIVE YOUR OWN SHADE OF GREEN
Serial Number:	76370351	CLOUT

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1391
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	10/14/2008

Total Attachments: 5
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SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 8, 2008, is made by THE SUN PRODUCTS CORPORATION (f/k/a/ Huish Detergents, Inc.) a Delaware corporation located at 15 West South Temple, Suite 1400, Salt Lake City, UT 84101-1535 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of April 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among AcquiCo, Obligor (together with AcquiCo, the "Borrowers"), Holdings, the Lenders, the Collateral Agent, JPMORGAN CHASE BANK, N.A., as administrative agent, J.P. MORGAN SECURITIES INC. and BANC OF AMERICA SECURITIES LLC, as joint lead arrangers and as joint bookrunners, and Bank of America, N.A., as syndication agent.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrowers executed and delivered a Second Lien Guarantee and Security Agreement, dated as of April 26, 2007, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Security Agreement");

WHEREAS, pursuant to the Second Lien Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademark Collateral (defined herein); and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Obligor agrees, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment and performance of the Obligations. Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no pledge or grant of a security interest shall be deemed granted by the Obligor, in any intent-to-use trademark or service mark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Second Lien Security Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECOND LIEN GRANT OF SECURITY INTEREST
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers as of the date hereof.

THE SUN PRODUCTS CORPORATION

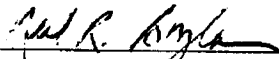
By: *Douglas F. Brewster*
Name: **Douglas Brewster**
Title: **Senior Executive Vice President
and Chief Financial Officer**

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Accepted and Agreed to:

JP MORGAN CHASE BANK, N.A.
as Collateral Agent for the Lenders

By: 
Name: Neil R. Boylan
Title: Managing Director

SCHEDULE A

U.S. Trademarks and Applications

SUN BURST	78/763,316	11/30/2005		
CLOUT	78/781,866	12/28/2005		
SUN	78/969,003	9/7/2006	3459751	7/1/2008
EVERYDAY ELEGANCE	77/029,881	10/26/2006		
SOFT MOMENTS	77/039,766	11/8/2006		
SUNSACTIONAL SCENTS	77/039,847	11/8/2006		
ACT	77/039,875	11/8/2006		
SOFT SENSATIONS	77/053,499	11/29/2006		
NITRO	77/062,237	12/12/2006		
TRANQUIL LAVENDER	77/072,139	12/27/2006		
SHEER SPRING	77/072,164	12/27/2006		
SOFT CITRUS	77/072,175	12/27/2006		
CITRUS WAVES	77/099,711	2/5/2007		
LAUNDRO KING	77/307,894	10/18/2007	3449048	6/17/2008
TONI	77/328,734	11/13/2007		
LIVE YOUR OWN SHADE OF GREEN	77/501,360	6/18/2008		
CLOUT	76/370,351	2/12/2002		

* Update in title to The Sun Products Corporation is necessary for all trademarks above.