

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
Butler Home Products, LLC		10/16/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	55 South Lake Ave., Suite 900		
Internal Address:	CA9-513-09-01		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3456356	XTEND	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2926		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0TK7-063777		
NAME OF SUBMITTER:	Julie Cravitz		
Signature:	/julie cravitz/		

CH \$40.00 3456356

Date:

10/24/2008

Total Attachments: 18

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**AMENDED AND RESTATED PATENT AND
TRADEMARK SECURITY AGREEMENT**
(Butler Home Products, LLC)

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 16, 2008, is entered into by and between **BUTLER HOME PRODUCTS, LLC**, a Delaware limited liability company ("Grantor"), and **BANK OF AMERICA, N.A.**, as Agent under the Loan Agreement referred to below ("Agent") for the benefit of Secured Party (as defined below), with reference to the following facts:

RECITALS

A. Grantor previously entered into to the Amended and Restated Loan and Security Agreement dated as of March 2, 2006 (as heretofore amended, restated, extended, supplemented, or otherwise modified, the "Prior Loan Agreement"), among Bradshaw International, Inc., a California corporation, Grantor, the lenders party thereto (collectively, the "Existing Lenders"), and Bank of America, N.A., as agent for the Existing Lenders ("Existing Agent").

B. The obligations under the Prior Loan Agreement were secured by, *inter alia*, the collateral owned by Grantor and described in the Patent and Trademark Security Agreement dated as of February 14, 2003 (as heretofore amended, restated, extended, supplemented, or otherwise modified, the "Prior Patent and Trademark Security Agreement"), in favor of Existing Agent, as successor in interest to Fleet Capital Corporation.

C. The Prior Loan Agreement is being amended and restated in its entirety by the Second Amended and Restated Loan and Security Agreement of even date herewith (as may be amended, restated, extended, supplemented, or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein, but not defined herein, have the meanings ascribed to them in the Loan Agreement), among Bradshaw International, Inc., a California corporation ("Borrower"), the financial institutions from time to time a party thereto (collectively, "Lenders"), and Agent, pursuant to which the Lenders agreed to extend certain credit facilities to Borrower.

D. In connection with the Loan Agreement, Grantor has entered into the Guaranty of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty") in favor of Secured Party, pursuant to which Grantor has guaranteed the Obligations of Borrower under the Loan Documents.

E. The Loan Agreement provides, as a condition to the availability of the credit facilities described above, that Grantor enter into this Agreement and grant Secured Party a security interest in Grantor's patents and trademarks as herein provided.

F. Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

G. This Agreement amends and restates in its entirety the security interests granted by Grantor in the Prior Patent and Trademark Security Agreement.

NOW, THEREFORE, in order to induce the Lenders to extend the aforementioned credit facilities to Borrower, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby represents, warrants, covenants and agrees as follows:

1. SECURITY INTEREST

Grantor hereby grants to Agent, Issuing Bank, Lenders and providers of Bank Products (provided that subject to the terms and conditions of the Loan Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by Agent)("Secured Party") a security interest in:

A. All of Grantor's now existing or hereafter acquired right, title and interest in and to: all of Grantor's interests in any domestic patents; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any political subdivision thereof, and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule A hereto (collectively, the "Patents");

B. All of Grantor's now existing or hereafter acquired right, title, and interest in and to: all of Grantor's domestic trademarks, trade names, trade styles and service marks; all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, terms, designs and applications described in Schedule B hereto (collectively, the "Trademarks");

C. The goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

D. Any and all proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Patents, the Trademarks or any licenses with respect to the Patents or the Trademarks (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest granted to Secured Party in this Agreement shall secure any and all present and future obligations of any type or nature of Grantor to Secured Party or any of the Lenders arising under or related to the Loan Documents and/or any one or more of them, whether due or to become due, matured or unmatured, liquidated, or contingent or non

contingent, including obligations of performance as well as obligations of payment, and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against Grantor or against any other Person (all the foregoing hereinafter referred to as the "Obligations").

3. WARRANTIES AND COVENANTS

Grantor hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. All of the existing Collateral is valid and subsisting in full force and effect, and Grantor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Grantor will, at Grantor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks and patents, including, without limitation, the filing of any renewal affidavits and applications, other than Collateral that is not material to Grantor's business. The Collateral is not subject to any Lien, except the security interest granted hereunder, the licenses, if any, which are specifically described in Schedule C hereto and Permitted Liens.

B. Except as permitted by the Loan Agreement, Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral that is material to Grantor's business without the prior written consent of Secured Party.

C. Grantor will, at Grantor's expense, perform all acts and execute all documents requested at any time by Secured Party in its commercially reasonable discretion to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Grantor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Grantor further authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

D. Grantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party agrees it will only exercise the Power of Attorney upon the occurrence and during the continuation of an Event of Default under (and as defined in) the Loan Agreement.

E. Secured Party may, in its sole discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as requested by Secured Party in

its commercially reasonable discretion to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Grantor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Borrower from the Lenders, and shall be payable on demand together with interest at the rate set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

F. As of the date hereof, Grantor does not have any Patents or Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

G. Grantor shall notify Secured Party in writing of the filing of any application for the registration of a Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Grantor shall execute and deliver to Secured Party any and all amendments to this Agreement as may be requested by Secured Party to evidence the security interests of Secured Party in such Patent or Trademark.

H. Grantor will not permit any of the Patents or Trademarks to become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless Grantor, in the exercise of its reasonable business judgment, determines that such Patent or Trademark is not valuable or otherwise material to Grantor's business. Grantor shall notify Secured Party immediately if Grantor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

I. Grantor will take such actions in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country as are necessary to maintain such application and registration of the Patents or Trademarks material to Grantor's business as Grantor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

J. Grantor will promptly notify Secured Party if Grantor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark material to Grantor's business or of any use by any person of any other process or product which infringes upon any Patent or Trademark, in each case that is material to Grantor's business. If requested by Secured Party, Grantor, at Grantor's expense, shall take such action as Secured Party, in Secured Party's commercially reasonable discretion, may deem reasonably advisable for the protection of Secured Party's interest in and to the Patents and the Trademarks.

K. Grantor will maintain the quality of the products associated with the Trademarks at a level reasonably consistent with the quality at the time of this Agreement. Grantor hereby grants to Secured Party the right to visit Grantor's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto, which right may be exercised by Secured Party no more frequently than once per year prior to the occurrence and continuation of an Event of Default and only during Grantor's regular business hours.

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under applicable law, the Loan Documents or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor, except as such notice or consent is expressly provided for hereunder.

A. Secured Party may make use of any Patents or Trademarks for the sale of goods or rendering of services in connection with enforcing any other security interest granted to Secured Party by Grantor, provided that Secured Party may not alter or modify any of the Patents or Trademarks.

B. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantor shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 4C hereof, Secured Party may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3D hereof, one or more instruments of assignment of the Patents or Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Grantor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees.

E. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel, and other reasonable expenses which may be incurred by Secured Party. Thereafter, Secured Party shall apply any remaining proceeds to the Obligations as set forth in the Loan Agreement. Grantor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantor will pay Secured Party on demand any such unpaid amount, together with interest at the default rate set forth in the Loan Agreement.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence and during the continuance of an Event of Default, Grantor shall supply to Secured Party or Secured Party's designee Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Grantor's customer lists and other records relating to the Patents and the Trademarks and the distribution thereof, and at times and under circumstances reasonably convenient to Grantor.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. MISCELLANEOUS

A. Any failure or delay by Secured Party to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantor, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by facsimile (fax), telex or telegram, immediately upon sending; if by any overnight delivery service, one day after dispatch; and if mailed by first class or certified mail, three (3) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the addresses set forth in the Loan Agreement, with respect to Secured Party and the Lenders, and in the Guaranty, with respect to Grantor.

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Secured Party hereunder shall terminate upon termination of the Guaranty and indefeasible payment in full to the Lenders of all Obligations thereunder (other than contingent indemnification obligations). Secured Party will, at Grantor's expense, perform all acts and execute all documents reasonably necessary to evidence such termination, including, without limitation, the execution and filing of any termination statements.

6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

7. CONSENT TO FORUM; ARBITRATION

A. GRANTOR HEREBY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER CALIFORNIA, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. GRANTOR IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. GRANTOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3 OF THE LOAN AGREEMENT, PROVIDED THAT GRANTOR'S ADDRESS IS SHOWN ON THE SIGNATURE PAGE HEREOF. Nothing herein shall limit the right of Secured Party or any Lender to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Secured Party of any judgment or order obtained in any forum or jurisdiction.

B. Notwithstanding any other provision of this Agreement to the contrary, any controversy or claim among the parties relating in any way to any Obligations or Loan Documents, including any alleged tort, shall at the request of any party hereto be determined by binding arbitration conducted in accordance with the United States Arbitration Act (Title 9 U.S. Code). Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of

financial services disputes of the American Arbitration Association ("AAA"), and the terms of this Section. In the event of any inconsistency, the terms of this Section shall control. If AAA is unwilling or unable to serve as the provider of arbitration or to enforce any provision of this Section, Secured Party may designate another arbitration organization with similar procedures to serve as the provider of arbitration. The arbitration proceedings shall be conducted in Los Angeles or Pasadena, California. The arbitration hearing shall commence within 90 days of the arbitration demand and close within 90 days thereafter. The arbitration award must be issued within 30 days after close of the hearing (subject to extension by the arbitrator for up to 60 days upon a showing of good cause), and shall include a concise written statement of reasons for the award. The arbitrator shall give effect to applicable statutes of limitation in determining any controversy or claim, and for these purposes, service on AAA under applicable AAA rules of a notice of claim is the equivalent of the filing of a lawsuit. Any dispute concerning this Section or whether a controversy or claim is arbitrable shall be determined by the arbitrator. The arbitrator shall have the power to award legal fees to the extent provided by this Agreement. Judgment upon an arbitration award may be entered in any court having jurisdiction. The arbitrator shall not have the power to commit errors of law or legal reasoning, and any award may be reviewed and vacated or corrected on appeal to a court of competent jurisdiction for any such error. The institution and maintenance of an action for judicial relief or pursuant to a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief. No controversy or claim shall be submitted to arbitration without the consent of all parties if, at the time of the proposed submission, such controversy or claim relates to an obligation secured by Real Estate, but if all parties do not consent to submission of such a controversy or claim to arbitration, it shall be determined as provided in the next sentence. At the request of any party, a controversy or claim that is not submitted to arbitration as provided above shall be determined by judicial reference; and if such an election is made, the parties shall designate to the court a referee or referees selected under the auspices of the AAA in the same manner as arbitrators are selected in AAA sponsored proceedings and the presiding referee of the panel (or the referee if there is a single referee) shall be an active attorney or retired judge; and judgment upon the award rendered by such referee or referees shall be entered in the court in which proceeding was commenced. None of the foregoing provisions of this Section shall limit the right of Secured Party or Lenders to exercise self-help remedies, such as setoff, foreclosure or sale of any Collateral or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after or during any arbitration proceeding. The exercise of a remedy does not waive the right of any party to resort to arbitration or reference. At Secured Party's option, foreclosure under a mortgage may be accomplished either by exercise of power of sale thereunder or by judicial foreclosure.

8. WAIVERS BY GRANTOR To the fullest extent permitted by Applicable Law, Grantor waives (a) the right to trial by jury (which Secured Party and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Secured Party on which Grantor may in any way be liable, and

hereby ratifies anything Secured Party may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Secured Party to exercise any rights or remedies; (e) the benefit of all valuation, appraisal and exemption laws; (f) any claim against Secured Party or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Grantor acknowledges that the foregoing waivers are a material inducement to Secured Party and Lenders entering into the Loan Agreement and that Secured Party and Lenders are relying upon the foregoing in their dealings with Grantor. Grantor has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

9. EFFECT OF THIS AGREEMENT. This Agreement amends and restates in its entirety (but without novation) the security interests granted by Grantor in the Prior Patent and Trademark Security Agreement. Grantor hereby acknowledges and agrees that all collateral subject to the Prior Patent and Trademark Security Agreement shall continue to secure the Obligations.

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

GRANTOR:

BUTLER HOME PRODUCTS, LLC,
a Delaware limited liability company

By: 

Name: Richard N. Boos

Title: Vice President

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent

By: _____

Matthew R. Van Steenhuyse
Senior Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have executed this Agreement as of the day and year first above written.

GRANTOR:

BUTLER HOME PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANK OF AMERICA, N.A.,
as Agent

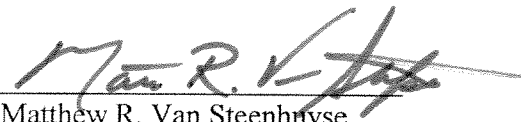
By: 
Matthew R. Van Steenhuyse
Senior Vice President

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.:

KNOW ALL MEN BY THESE PRESENTS, Butler Home Products, LLC, a Delaware limited liability company ("Grantor"), hereby appoints and constitutes BANK OF AMERICA, N.A., in its capacity as Agent for the Lenders identified in the Security Agreement referred to below ("Secured Party"), and each officer thereof, Grantor's true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of Grantor in and to any patents or trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney is made pursuant to an Amended and Restated Patent and Trademark Security Agreement of even date herewith between Grantor and Secured Party (as amended or supplemented, the "Security Agreement") and may not be revoked until indefeasible payment in full of all of the "Obligations" referred to in the Security Agreement. Secured Party agrees that it will exercise its rights with respect to this Special Power of Attorney only after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement referred to in the Security Agreement).

Dated as of October ___, 2008.

GRANTOR:

BUTLER HOME PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SCHEDULE A
to
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT

Patents and Applications

Patent

Patent No.

Filing/Registration Date

SCHEDULE A
to
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY
AGREEMENT

Patents and Applications

<u>U.S. Patent No. or Application Serial No.</u>	<u>Title</u>	<u>Filing Date/Issue Date</u>
10/541,880	KIT FOR MULTI-PIECE FLOOR CLEANING IMPLEMENT	Filed: November 13, 2006
11/725,466	CLEANING PAD	Filed: March 19, 2007
11/716,069	SCRAPER SPONGE	Filed: March 9, 1007
61/069,532	BUTTERFLY MOP WITH INTERNAL WRINGING ACTUATOR	Filed: March 14, 2008
11/027,751	HANDLE FOR A FLOOR CLEANING IMPLEMENT	Filed: December 30, 2004
11/280,962	MOP	Filed: November 16, 2005
11/529,558	DISPOSABLE LIQUID ABSORBING PAD FOR A HAND HELD CLEANING IMPLEMENT HAVING AN ELONGATED HANDLE	Filed: September 28, 2006
11/700,326	DISPOSABLE LIQUID ABSORBING PAD FOR A HAND HELD CLEANING IMPLEMENT HAVING AN ELONGATED HANDLE	Filed: January 31, 2008
6,902,060	BROOM AND DUSTPAN KIT	Filed: January 10, 2003 Issued: June 7, 2005
7,191,486	CLEANING PAD	Filed: August 12, 2003 Issued: March 20, 2007

<u>U.S. Patent No. or Application Serial No.</u>	<u>Title</u>	<u>Filing Date/Issue Date</u>
5,826,297	DUSTPAN	Filed: April 23, 1996 Issued: October 27, 1998
5,642,551	TWIST MOP	Filed: July 19, 1996 Issued: July 1, 1997
5,819,356	TWIST MOP	Filed: February 12, 1997 Issued: October 13, 1998
5,920,942	COMBINATION MOP AND WIPER	Filed: April 22, 1997 Issued: July 13, 1999
D398,115	DUST PAN	Filed: June 19, 1997 Issued: September 8, 1998
D417,934	COMBINED MOP HEAD WITH SQUEEGEE	Filed: April 28, 1998 Issued: December 21, 1999
D468,502	MOP HANDLE	Filed: June 6, 2002 Issued: January 7, 2003
D468,503	MOP HANDLE	Filed: June 6, 2002 Filed: January 7, 2003
D525,467	CADDY FOR A TOILET BOWL BRUSH AND A PLUNGER	Filed: December 14, 2004 Filed: July 25, 2006

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

Trademark/
Service Mark

Registration/Serial No.

Registration
Date

SCHEDULE B
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks / Service Marks

<u>Trademark/ Service Mark</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>
ALWAYS ANOTHER NEAT IDEA	U.S. 2,088,269	August 12, 1997
BROOM IN A BOX	U.S. 2,962,662	June 14, 2005
BUTLER (and Design)	U.S. 1,717,106	September 15, 1992
CHAM-IT	U.S. 1,873,302	January 10, 1995
CLEANALL	U.S. 2,875,000	August 17, 2004
Design Only (Butler)	U.S. 1,403,189	July 29, 1986
DUSTALL	U.S. 2,582,962	June 18, 2002
MOP IN A BOX	U.S. 2,980,201	July 26, 2005
NEAT SWEEP	U.S. 2,505,422	November 6, 2001
POWER BRUSH	U.S. 2,009,054	October 15, 1996
SCRUB BOB	U.S. 1,789,888	August 24, 1993
SHORT SHOVEL	U.S. 1,700,604	July 14, 1992
SQUIRT	U.S. 2,905,363	November 23, 2004
SQUIRT & DESIGN	U.S. 3,025,705	December 13, 2005
STEP-ON-IT	U.S. 2,078,081	July 8, 1997
SUBURBANITE (Subcase 1)	U.S. 666,873	September 9, 1958
SUBURBANITE (Subcase 2)	U.S. 1,245,044	July 12, 1983
SUPER MOP	U.S. 1,900,232	June 13, 1995
XTEND Stylized	U.S. 3,456,356	July 1, 2008

SCHEDULE C
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Permitted Licenses

NONE