

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Business Credit, L.L.C.		10/15/2008	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Melnor, Inc.		
<b>Street Address:</b>	3085 Shawnee Drive		
<b>City:</b>	Winchester		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22601		
<b>Entity Type:</b>	CORPORATION: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1984414	HERITAGE EDITION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(901)577-4267		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	901-577-2259		
<b>Email:</b>	shaight@bakerdonelson.com		
<b>Correspondent Name:</b>	Scott K. Haight		
<b>Address Line 1:</b>	165 Madison Ave., Ste. 2000		
<b>Address Line 4:</b>	Memphis, TENNESSEE 38103		
<b>NAME OF SUBMITTER:</b>	Scott K. Haight		
<b>Signature:</b>	/skh/		
<b>Date:</b>	10/28/2008		

Total Attachments: 4

**900119395**

**TRADEMARK  
 REEL: 003878 FRAME: 0091**

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**RELEASE OF SECURITY INTERESTS**


Melnor, Inc.  
3085 Shawnee Drive  
Winchester, VA 22601

Gentlemen:

Barclays Business Credit L.L.C., as successor in interest to Barclays Business Credit, Inc., hereby confirms as received payment in full of all obligations owed to it under that certain Loan and Security Agreement, dated March 3, 1994, by and between Barclays Business Credit, Inc. and Melnor, Inc. Accordingly, Barclays Business Credit L.L.C. hereby assigns back to Melnor, Inc. and releases all of the security interests and other liens granted to Barclays Business Credit, Inc. under that certain Security Agreement dated March 3, 1994, between Barclays Business Credit, Inc. and Melnor, Inc., recorded in the records of the U.S. Patent and Trademark Office as of June 7, 1994 at reel 1162, frame 265, against all the trademark registrations listed therein and on Schedule A attached hereto.

Very truly yours,

BARCLAYS BUSINESS CREDIT L.L.C.

By:   
Name: Timothy A. Clarke  
Title: Attorney-in-fact  
Date: October 15, 2008

MELNOR INC. UNITED STATES TRADEMARKS & SERVICE MARKS

Mark	Registration/Serial No.
Aqua-Gauge	1,404,089
Aqua-Gun	1,138,581
Aqua-Queen	1,129,204
Be Water-Wise (and M Design)	1,811,348
Cold Steam	651,745
Everain	618,093
For Your Growing Needs	1,890,558
Gentle Rain	1,110,055
Heritage Edition	1,984,414
Hose Manager	1,944,492
Hose Minder (and Design)	1,703,319
Jet Stream	821,462
Mansion	1,105,574
Melnor	618,863
Melnor	1,049,999
"M" and Design	812,846
Melnor (With M Deign)	1,126,995
Melnor and Design	1,218,420
Melnor's Aqua-Gun	638,670
Design Only (No Tools Required)	74/328,297
No Tools Required (and Design)	74/328,298
Point 'N Spray	1,757,549
Power Flush	972,629
Quick Fix	1,245,677
Rain-Wave	821,451
Rancher	1,130,684
Reel Barrow	1,704,200
Reel Tote	1,690,812
Reelcart (and Design)	1,795,888

<b>Mark</b>	<b>Registration/Serial No.</b>
Reelmount (and Design)	1,720,313
Reelwheel	1,839,030
Snap-It	1,814,439
Spray Guard	1,551,973
Spray Safe	1,120,890
Squeeze 'N Water	1,108,702
Suburban	1,105,577
Super Wal-Tabs	999,433
Super-Glo	1,574,252
Superain	683,895
Sway 'N Spray	986,767
Swingin' Spray	627,619
Time-A-Matic	1,172,328
Time-A-Matic	1,216,536
Travel Matic	996,949
Walton	709,351
Walton (Quality by Design)	1,175,053
Waltonaire	1,109,279
Wave-Master	683,896

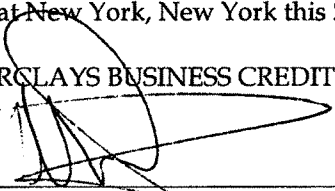
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned has constituted and appointed, and by these presents does constitute and appoint Timothy A. Clarke, Esq., to be the true and lawful agent and attorney-in-fact of Barclays Business Credit L.L.C. (as successor in interest to Barclays Business Credit, Inc.) ("BBCLLC"), to represent BBCLLC and to perform each and all of the following acts in the name and on behalf of BBCLLC in connection with the sale and transfer by BBCLLC to Fleet Capital Corporation (formerly known as Shawmut Capital Corporation), of the asset-based financing and related financial services businesses provided by BBCLLC to its customers through its Business Finance Division ("BFD"), all pursuant to that Purchase and Assumption Agreement among BBCLLC, Barclays Bank PLC, Shawmut National Corporation and Shawmut Bank Connecticut, N.A., dated as of November 12, 1994 (as the same may be amended, supplemented or otherwise modified from time to time, the "Purchase Agreement"): (1) to execute, deliver and file any or all financing statements, amendments, continuation statements, assignments, certificates and other documents pursuant to the Uniform Commercial Code or otherwise in BBCLLC's name and to perform all other acts necessary to perfect Fleet's security interest in the Acquired Assets (excluding the assets comprising the small equipment leasing portfolio described on Schedule 7.14 to the Purchase Agreement) and to obtain the valid assignment of and to maintain the perfection of any security interest in the collateral securing the Loans, (2) to sign in the name and on behalf of BBCLLC, and to acknowledge and deliver any instruments, including but not limited to assignments of mortgage security instruments, foreclosure documents and mortgage security instrument discharges, satisfactions, releases, etc., which may be necessary or proper to effectuate the terms and conditions set forth in that Purchase Agreement and the management of the assets formerly owned by the BFD whether or not such assets are described in the Purchase Agreement, including any instruments necessary to release its security interests in the Acquired Assets or in other assets which it determines to have been formerly owned by the BFD, and (3) to do any and all other acts necessary or desirable to consummate the transactions contemplated by this Power of Attorney. The undersigned does hereby give to said agent and attorney-in-fact full power and authority to act in the premises, including, but not limited to, the power and authority to execute and deliver such documents except that said agents and attorneys-in-fact shall not have the authority to appoint a substitute or substitutes to act hereunder. The undersigned hereby ratifies and confirms all that said agent and attorney-in-fact have done or may do by virtue hereof.

This Power of Attorney is given for the specific purpose referred to in the paragraph above and shall terminate December 31, 2008.

WITNESS the due execution hereof at New York, New York this 26<sup>th</sup> day of December, 2007.

BARCLAYS BUSINESS CREDIT L.L.C.

By:   
Name: Mark Manski  
Title: Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

On this 26<sup>th</sup> day of December, 2007, before me came Mark Manski, to me known, who being by me duly sworn, did depose and say that he is a Vice President of Barclays Business Credit L.L.C., the aforementioned company which executed the foregoing instrument; and that he signed his name thereto with the authority of the Manager of said company.

  
Notary Public

Validity of this Power of Attorney will not be affected by failure to acknowledge, witness or seal it.

CHERYL A. GRASSMANN  
Notary Public, State of New York  
No. 01C 65037184  
Qualifying in New York County  
Commission Expires December 19, 2010