

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Howard Berger Co. Inc.		09/30/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	One Chase Square
Internal Address:	25th Floor - Mail Code: NY3-T251
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14643
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2135045	AQUA PLUMB
Registration Number:	2145405	AQUA PLUMB
Registration Number:	2135044	AQUA PLUMB
Registration Number:	2154244	AQUA PLUMB
Registration Number:	2244920	AQUA PLUMB
Serial Number:	77479692	BRIGHT-WAY
Serial Number:	77479699	BRIGHT-WAY
Registration Number:	3123898	COMFORT ZONE
Registration Number:	2988427	COMFORT ZONE
Registration Number:	1259803	DIAMOND
Registration Number:	2753704	DINO-SAW
Registration Number:	2492650	DINO-SAW
Serial Number:	77434127	EL DIABLO

CH \$640.00 2135045

Registration Number:	2203993	EVERYTHING BUT THE PAINT
Registration Number:	2248571	FLY GUARD
Registration Number:	2190482	
Registration Number:	1129463	GUARD
Serial Number:	77433816	HOT SHOT
Serial Number:	77433804	LE PETITE
Registration Number:	1819957	MOUSE GUARD
Registration Number:	3389839	POOCH 'N PURR
Registration Number:	3337751	POOCH 'N PURR
Registration Number:	3199848	POOCH 'N PURR
Registration Number:	2630193	PROMAG II
Registration Number:	2625507	PROMAG II

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWITM@hunton.com
Correspondent Name: Edward T. White - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64226.17
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	11/06/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2008, by Howard Berger Co. Inc., a New York corporation (the "Grantor") in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Administrative Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Grantor; and

WHEREAS, Administrative Agent and Lenders are willing to make Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. To secure the payment, observance and performance of the Secured Obligations, the Grantor hereby mortgages and pledges all of the following Collateral of the Grantor to the Administrative Agent, for the benefit of itself as Administrative Agent and the Lenders, and grants to the Administrative Agent, for the benefit of itself as Administrative Agent and the Lenders, a continuing security interest in, and a continuing Lien upon, and collateral assignment of the following Collateral (collectively, the "Trademark Collateral"):

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule I annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule I annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of the Grantor's business symbolized by the Trademarks and associated therewith;

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(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, (to the extent not covered in the defined term, "Proceeds") any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Loan Documents. The Grantor hereby acknowledges that the Credit Agreement grants to the Administrative Agent a security interest in and Lien upon in the assets of the Grantor associated with the business conducted under the Trademarks. The Grantor hereby acknowledges and affirms that the representations and warranties of Grantor and the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Credit Agreement, the terms of the Credit Agreement shall control;

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Event of Default under the Credit Agreement or any other Loan Document shall have occurred and be continuing and following written notice to the Grantor, in addition to any and all other rights and remedies that Administrative Agent may have in the Credit Agreement, in any other Loan Document or at law, the Grantor hereby constitutes and appoints Administrative Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full power and authority in the place and stead of the Grantor and in the name of the Grantor or Administrative Agent's own name or the name of Administrative Agent's designee, all lawful acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, and such power being coupled with an interest is irrevocable until the Maturity Date, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Credit Agreement, any goods covered by the registrations listed on Schedule I to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations listed on Schedule I, the legality or validity thereof and the amounts necessary to discharge the same to be

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determined by Administrative Agent, in its sole discretion, and such payments made by Administrative Agent to become the obligations of the Grantor to Administrative Agent, due and payable immediately, without demand.

4. This Trademark Security Agreement shall be governed in accordance with the laws of the state of New York and the United States of America.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOWARD BERGER CO., INC.

By: WE Underwood
Name: William E. Underwood
Title: Executive V-P, COO

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW JERSEY)
) ss.
COUNTY OF MIDDLESEX)

On this 2nd day of September, 2008 before me personally appeared William E. Underwood, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Howard Berger Co., Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melissa A. Herkalo
MELISSA A. HERKALO
Notary Public, State of New Jersey
My Commission Expires
August 22, 2010

{SEAL} Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

**JPMORGAN CHASE BANK, N.A.,
as Administrative Agent**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOWARD BERGER CO., INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

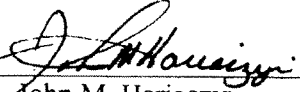
STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2008 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{SEAL} Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: John M. Hariaczy
Title: Vice President

[Signature Page - Trademark Security Agreement]

TRADEMARK
REEL: 003883 FRAME: 0627

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS						
COUNTRY	TRADEMARK	APPL. NO.	REG. NO.	STATUS	FILED	CLASS
US	AQUA PLUMB	75/145,352	2,135,045	REGISTERED	8 /5 /1996	8
US	AQUA PLUMB	75/145,354	2,145,405	REGISTERED	8 /5 /1996	6
US	AQUA PLUMB	75/145,347	2,135,044	REGISTERED	8 /5 /1996	11
US	AQUA PLUMB	75/145,355	2,154,244	REGISTERED	8 /5 /1996	35
US	AQUA PLUMB	75/201,512	2,244,920	REGISTERED	11/21/1996	21
US	BRIGHT-WAY	77/479,692		PENDING	5 /20/2008	9
US	BRIGHT-WAY	77/479,699		PENDING	5 /20/2008	11
US	COMFORT ZONE	76/071,304	3,123,898	REGISTERED	6 /13/2000	11
US	COMFORT ZONE & DESIGN	76/202,973	2,988,427	REGISTERED	1 /31/2001	6
US	DIAMOND (STYLIZED)	73/358,046	1,259,803	REGISTERED	4 /5 /1982	6
US	DINO-SAW	76/170,434	2,753,704	REGISTERED	11/22/2000	8
US	DINO-SAW	76/170,433	2,492,650	REGISTERED	11/22/2000	7
US	EL DIABLO	77/434,127		PENDING	3 /28/2008	3
US	EVERYTHING BUT THE PAINT	75/381,721	2,203,993	REGISTERED	10/30/1997	16
US	FLY GUARD	75/254,854	2,248,571	REGISTERED	3 /10/1997	5
US	FROG SITTING ON LILY PAD -- MISC. DESIGN	75/254855	2190482	REGISTERED		
US	GUARD & DESIGN	73/092,693	1,129,463	REGISTERED	7 /7 /1976	6
US	HOT SHOT	77/433,816		PENDING	3 /27/2008	3
US	LE PETITE	77/433,804		PENDING	3 /27/2008	16
US	MOUSE GUARD	74/381,773	1,819,957	REGISTERED	4 /19/1993	21
US	POOCH 'N PURR	78/631,850	3,389,839	REGISTERED	5 /17/2005	18
US	POOCH 'N PURR	76/668,497	3,337,751	REGISTERED	11/6 /2006	28
US	POOCH 'N PURR	78/977,840	3,199,848	REGISTERED	5 /17/2005	20
US	PROMAG II	76/141,710	2,630,193	REGISTERED	10/5 /2000	6
US	PROMAG II	75/690,698	2,625,507	REGISTERED	4 /23/1999	12