

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
Easyhome U.S. Ltd.		09/25/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce
Street Address:	199 Bay Street
Internal Address:	Commerce Court, 11th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5L 1A2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78491529	EZ HOME

CORRESPONDENCE DATA

Fax Number: (212)575-0671

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 790-9200

Email: trademark@clic.com

Correspondent Name: Baila H. Celedonia

Address Line 1: 1133 Avenue of the Americas

Address Line 2: COWAN, LIEBOWITZ & LATMAN, P.C.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

23137/158/BHC/CMO

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

900128162

TRADEMARK
REEL: 003944 FRAME: 0111

OP \$40.00 78491529

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Baila H. Celedonia

Signature:

/Baila H. Celedonia/

Date:

02/27/2009

Total Attachments: 17

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EXECUTION COPY

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "*Agreement*"), dated September 25, 2008, made by EASYHOME U.S. LTD. (the "*Grantor*") in favor of CANADIAN IMPERIAL BANK OF COMMERCE ("*Lender*").

RECITALS

WHEREAS, Easyhome Ltd. ("*Borrower*") and Lender entered into a credit agreement dated December 29, 2006 (the "*2006 Credit Agreement*") which has been amended by Amendment No. 1 to the Credit Agreement dated February 15, 2008 and Amendment No. 2 to the Credit Agreement dated March 26, 2008 (the "*Original Credit Agreement*");

WHEREAS, Borrower and Lender have amended and restated the Original Credit Agreement on the terms and conditions set forth in that certain First Amended and Restated Credit Agreement dated as of September 25, 2008 (the "*Credit Agreement*"), pursuant to which the Grantor was added as a party to the Credit Agreement as a guarantor and agreed to grant to Lender a first-priority security interest in all of Grantor's assets;

WHEREAS, Grantor has determined that the execution, delivery and performance of this Agreement directly benefits, and is in the best interest of, Grantor.

NOW, THEREFORE, in consideration of the premises and the agreements herein and in order to induce the Lenders to make and maintain the Obligations (as defined below) pursuant to the Credit Agreement, Grantor hereby agrees with the Lender as follows:

SECTION 1. Definitions.

(a) Reference is hereby made to the Credit Agreement for a statement of the terms thereof. All terms used in this Agreement and the recitals hereto which are defined in the Credit Agreement or in Article 9 of the Uniform Commercial Code (the "*UCC*") as in effect from time to time in the State of Delaware and which are not otherwise defined herein shall have the same meanings herein as set forth therein; provided that terms used herein which are defined in the UCC as in effect in the State of Delaware on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as the Lender may otherwise determine.

(b) The following terms shall have the respective meanings provided for in the UCC: "*Accounts*", "*Cash Proceeds*", "*Chattel Paper*", "*Commercial Tort Claim*", "*Commodity Account*", "*Commodity Contracts*", "*Deposit Account*", "*Documents*", "*Equipment*", "*Fixtures*", "*General Intangibles*", "*Goods*", "*Instruments*", "*Inventory*", "*Investment Property*", "*Letter-of-Credit Rights*", "*Noncash Proceeds*", "*Payment Intangibles*", "*Proceeds*", "*Promissory Notes*", "*Record*", "*Security Account*", "*Software*", and "*Supporting Obligations*."

(c) As used in this Agreement, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

"Copyright Licenses" means all licenses, contracts or other agreements, whether written or oral, naming Grantor as licensee or licensor and providing for the grant of any right to use or sell any works covered by any copyright (including, without limitation, all Copyright Licenses set forth in Schedule 8.01(15) of the Credit Agreement).

"Copyrights" means all domestic and foreign copyrights, whether registered or not, including, without limitation, all copyright rights throughout the universe (whether now or hereafter arising) in any and all media (whether now or hereafter developed), in and to all original works of authorship fixed in any tangible medium of expression, acquired or used by Grantor (including, without limitation, all copyrights described in Schedule 8.01(15) of the Credit Agreement), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Intellectual Property" means the Trademarks and Patents.

"IP Licenses" means the Trademark Licenses and the Patent Licenses.

"Patent Licenses" means all licenses, contracts or other agreements, whether written or oral, naming Grantor as licensee or licensor and providing for the grant of any right to manufacture, use or sell any invention covered by any Patent (including, without limitation, all Patent Licenses set forth in Schedule 8.01(15) of the Credit Agreement).

"Patents" means all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how, formulae, rights of publicity and other general intangibles of like nature, now existing or hereafter acquired (including, without limitation, all domestic and foreign letters patent, design patents, utility patents, industrial designs, inventions, trade secrets, ideas, concepts, methods, techniques, processes, proprietary information, technology, know-how and formulae described in Schedule 8.01(15) of the Credit Agreement), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office, or in any similar office or agency of the United States or any other country or any political subdivision thereof), and all reissues, divisions, continuations, continuations in part and extensions or renewals thereof.

"Release Date" means the date on which all of the Credit Facilities have been paid and satisfied in full (other than contingent indemnification obligations), all credit facilities under the Credit Agreement have been cancelled and there are no further obligations of the Lender under the Credit Agreement, any document granting or perfecting a Security Interest in

the assets of the Grantor and the other Loan Documents pursuant to which further outstanding Indebtedness might arise.

"Trademark Licenses" means all licenses, contracts or other agreements, whether written or oral, naming Grantor as licensor or licensee and providing for the grant of any right concerning any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (including, without limitation, all Trademark Licenses described in Schedule 8.01(15) of the Credit Agreement).

"Trademarks" means all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by Grantor (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers described in Schedule 8.01(15) of the Credit Agreement), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of Grantor relating to the distribution of products and services in connection with which any of such marks are used.

SECTION 2. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 3 hereof), Grantor hereby pledges and assign to the Lender, and grants to the Lender, a continuing security interest in, all personal property of Grantor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired, of every kind and description, tangible or intangible (the ***"Collateral"***), including, without limitation, the following:

- (a) all Accounts;
- (b) all Chattel Paper (whether tangible or electronic);
- (c) the Commercial Tort Claims specified on Schedule V hereto;
- (d) all Deposit Accounts, all cash, and all other property from time to time deposited therein and the monies and property in the possession or under the control of the Lender or any Lender or any affiliate, representative, agent or correspondent of the Lender or any Lender;
- (e) all Documents;

- (f) all Equipment;
- (g) all General Intangibles;
- (h) all Goods;
- (i) all Instruments (including, without limitation, Promissory Notes);
- (j) all Inventory;
- (k) all Investment Property;
- (l) all Copyrights, Patents and Trademarks, and all IP Licenses, subject to the terms of the IP Licenses which may limit their assignability;
- (m) all Letter-of-Credit Rights;
- (n) all Fixtures;
- (o) all Supporting Obligations;

(p) all other tangible and intangible personal property of Grantor (whether or not subject to the UCC), including, without limitation, all bank and other accounts and all cash and all investments therein, all Proceeds, products, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of Grantor described in the preceding clauses of this Section 2 (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or hereafter held by Grantor in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, disks, cards, Software, data and computer programs in the possession or under the control of Grantor or any other Person from time to time acting for Grantor that at any time evidence or contain information relating to any of the property described in the preceding clauses of this Section 2 or are otherwise necessary or helpful in the collection or realization thereof; and

(q) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

in each case howsoever Grantor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

SECTION 3. Security for Obligations. This Agreement is made and given to secure, and shall secure, the prompt payment and performance of the obligations under the Credit Facilities (as such term is defined in the Credit Agreement) (all of the indebtedness, obligations, liabilities, expenses, and charges described above being hereinafter referred to as the "**Obligations**"). Notwithstanding anything in this Agreement to the contrary, the right of recovery against any Grantor under this Agreement shall not exceed \$1.00 less than the lowest

amount that would render such Grantor's obligations under this Agreement void or voidable under applicable law, including fraudulent conveyance law.

SECTION 4. Representations and Warranties. The Representations and Warranties set forth in Article 8 of the Credit Agreement are hereby incorporated by reference as if made by, and as to, Grantor herein. In addition, Grantor further represents and warrants as follows:

(a) None of the Accounts are evidenced by Promissory Notes or other Instruments.

(b) Subject to Section 11, no authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body, or any other Person, is required for the exercise by the Lender of any of its rights and remedies hereunder, except (A) for the filing under the Uniform Commercial Code as in effect in the applicable jurisdiction of the financing statements as described in Schedule 8.01(11)(i) of the Credit Agreement, all of which financing statements, filings and other recordings, as applicable, have been duly filed and are in full force and effect, (B) with respect to the perfection of the security interest created hereby in the Intellectual Property located in the United States, for the recording of the appropriate Assignment for Security, substantially in the form of Exhibit A hereto in the United States Patent and Trademark Office, (C) with respect to any action that may be necessary to obtain control of Collateral described in Section 5(h) and Section 5(i) hereof, the taking of such actions, and (D) the taking possession of all Documents, Chattel Paper, Instruments and cash constituting Collateral.

(c) Grantor holds no Commercial Tort Claims or are not aware of any such pending claims, except for such claims described in Schedule I.

SECTION 5. Covenants as to the Collateral. The Covenants set forth in Article 9 of the Credit Agreement are hereby incorporated by reference. Further, so long as any of the Obligations shall remain outstanding and the Credit Agreement and the other Loan Documents shall not have expired or terminated, unless the Lender shall otherwise consent in writing:

(a) Further Assurances. Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that may be necessary or desirable or that the Lender may reasonably request in order to (i) perfect and protect the security interest purported to be created hereby; (ii) enable the Lender to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) otherwise effect the purposes of this Agreement, including, without limitation: (A) marking conspicuously all Chattel Paper and each IP License and, at the request of the Lender, each of its Records pertaining to the Collateral with a legend, in form and substance satisfactory to the Lender, indicating that such Chattel Paper, IP License or Collateral is subject to the security interest created hereby, (B) if any Account shall be evidenced by Promissory Notes or other Instruments or Chattel Paper, delivering and pledging to the Lender hereunder such Promissory Notes, Instruments or Chattel Paper, duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance satisfactory to the Lender, (C) executing and

filing (to the extent, if any, that Grantor's signature is required thereon) or authenticating the filing of, such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that the Lender may request in order to perfect and preserve the security interest purported to be created hereby, (D) furnishing to the Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Lender may reasonably request, all in reasonable detail, (E) if any Collateral shall be in the possession of a third party, notifying such Person of the Lender's security interest created hereby and obtaining a written acknowledgment from such Person that such Person holds possession of the Collateral for the benefit of the Lender, which such written acknowledgment shall be in form and substance satisfactory to the Lender, (F) if at any time after the date hereof, Grantor acquires or holds any Commercial Tort Claim, immediately notifying the Lender in a writing signed by Grantor setting forth a brief description of such Commercial Tort Claim and granting to the Lender a security interest therein and in the proceeds thereof, which writing shall incorporate the provisions hereof and shall be in form and substance satisfactory to the Lender, (G) upon the acquisition after the date hereof by Grantor of any Equipment subject to a certificate of title or ownership immediately notifying the Lender of such acquisition, setting forth a description of the Equipment acquired and a good faith estimate of the current value of such Equipment, and immediately causing the Lender to be listed as the lienholder on such certificate of title or ownership and delivering evidence of the same to the Lender, and (H) taking all actions required by applicable law or by other law as applicable in any foreign jurisdiction.

(b) Provisions Concerning the Accounts and the Licenses.

(i) Grantor will, except as otherwise provided in this subsection (f), continue to collect, at its own expense, all amounts due or to become due under the Accounts. In connection with such collections, Grantor may (and, at the Lender's direction, will) take such action as Grantor or the Lender may deem necessary or advisable to enforce collection or performance of the Accounts; provided, however, that the Lender shall have the right at any time, upon the occurrence and during the continuance of an Event of Default, to notify the Account Debtors or obligors under any Accounts of the assignment of such Accounts to the Lender and to direct such Account Debtors or obligors to make payment of all amounts due or to become due to Grantor thereunder directly to the Lender or its designated agent and, upon such notification and at the expense of Grantor and to the extent permitted by law, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done. Upon the occurrence and during the continuance of an Event of Default and after receipt by Grantor of a notice from the Lender that the Lender has notified, intends to notify, or has enforced or intends to enforce Grantor's rights against the Account Debtors or obligors under any Accounts as referred to in the proviso to the immediately preceding sentence, (A) all amounts and proceeds (including Instruments) received by Grantor in respect of the Accounts shall be received in trust for the benefit of the Lender hereunder, shall be segregated from other funds of Grantor and shall be forthwith paid over to the Lender or its designated agent in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (i) credited to the Loan Account so long as no Event of Default shall have occurred and be continuing or (ii) if an Event of Default shall have occurred and be continuing, applied as specified in Section 7(b) hereof, and

(B) Grantor will not adjust, settle or compromise the amount or payment of any Account or release wholly or partly any Account Debtor or obligor thereof or allow any credit or discount thereon. In addition, upon the occurrence and during the continuance of an Event of Default, the Lender may (in its sole and absolute discretion) direct any or all of the banks and financial institutions with which Grantor either maintains a Deposit Account or a lockbox or deposits the proceeds of any Accounts to send immediately to the Lender or its designated agent by wire transfer (to such account as the Lender shall specify, or in such other manner as the Lender shall direct) all or a portion of such securities, cash, investments and other items held by such institution. Any such securities, cash, investments and other items so received by the Lender or its designated agent shall (in the sole and absolute discretion of the Lender) be held as additional Collateral for the Obligations or distributed in accordance with Section 7(b) hereof.

(c) Intellectual Property.

(i) If applicable, Grantor has duly executed and delivered the applicable Assignment for Security in the form attached hereto as Exhibit A. Grantor will cause to be taken all necessary steps in any proceeding before the United States Patent and Trademark Office and the United States Copyright Office or any similar office or agency in any other country or political subdivision thereof to maintain each registration of the Intellectual Property, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and payment of maintenance fees, filing fees, taxes or other governmental fees.

(ii) Upon request of the Lender, Grantor shall execute, authenticate and deliver any and all assignments, agreements, instruments, documents and papers as the Lender may reasonably request to evidence the Lender's security interest hereunder in such Intellectual Property and the General Intangibles of Grantor relating thereto or represented thereby, and Grantor hereby appoints the Lender its attorney-in-fact to execute and/or authenticate and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed, and such power (being coupled with an interest) shall be irrevocable until the termination of all Commitments, the repayment of all of the Obligations in full and the termination of each of the Loan Documents.

(d) Control. Grantor hereby agrees to take any or all action that may be necessary and that the Lender may request in order for the Lender to obtain control in accordance with Sections 9-104, 9-105, 9-106 and 9-107 of the UCC with respect to the following Collateral: (i) Deposit Accounts, (ii) Electronic Chattel Paper, (iii) Investment Property and (iv) Letter-of-Credit Rights.

SECTION 6. Additional Provisions Concerning the Collateral.

(a) Grantor hereby (i) authorizes the Lender to file, one or more financing or continuation statements, and amendments thereto, relating to the Collateral (including, without limitation, any such financing statements that indicate the Collateral as "all assets" or words of similar import) and (ii) ratifies such authorization to the extent that the Lender has filed any such financing or continuation statements, or amendments thereto, prior to the date hereof. A

photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Upon the occurrence and during the continuance of an Event of Default, Grantor hereby irrevocably appoints the Lender as its attorney-in-fact and proxy, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) to obtain and adjust insurance required to be paid to the Lender pursuant to 9.01(11) of the Credit Agreement, (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any Collateral, (iii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) or (ii) above, (iv) to file any claims or take any action or institute any proceedings which the Lender may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of the Lender with respect to any Collateral and (v) to execute assignments, licenses and other documents to enforce the rights of the Lender with respect to any Collateral. This power is coupled with an interest and is irrevocable until the Release Date.

(c) For the purpose of enabling the Lender to exercise rights and remedies hereunder, at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, Grantor hereby grants to the Lender, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, assign, license or sublicense any Intellectual Property now owned or hereafter acquired by Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. Notwithstanding anything contained herein to the contrary, but subject to the provisions of the Credit Agreement that limit the right of Grantor to dispose of its property, so long as no Event of Default shall have occurred, Grantor may exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of its business. In furtherance of the foregoing, unless an Event of Default shall have occurred, the Lender shall from time to time, upon the request of Grantor, execute and deliver any instruments, certificates or other documents, in the form so requested, which Grantor shall have certified are appropriate (in Grantor's judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to this clause (c) as to any Intellectual Property). Further, upon the Release Date, the Lender (subject to Section 12(e) hereof) shall release and reassign to Grantor all of the Lender's right, title and interest in and to the Intellectual Property, and the IP Licenses, all without recourse, representation or warranty whatsoever and at Grantor's sole expense. The exercise of rights and remedies hereunder by the Lender shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by Grantor in accordance with the second sentence of this clause (c). Grantor hereby releases the Lender from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein other than actions taken or omitted to be taken through the Lender's

gross negligence or willful misconduct, as determined by a final determination of a court of competent jurisdiction.

(d) If Grantor fails to perform any agreement contained herein, the Lender may itself perform, or cause performance of, such agreement or obligation, in the name of Grantor or the Lender, and the reasonable expenses of the Lender incurred in connection therewith shall be payable by Grantor pursuant to Section 8 hereof and shall be secured by the Collateral.

(e) The powers conferred on the Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(f) Anything herein to the contrary notwithstanding (i) Grantor shall remain liable under the IP Licenses and otherwise with respect to any of the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Lender of any of its rights hereunder shall not release Grantor from any of its obligations under the IP Licenses or otherwise in respect of the Collateral, and (iii) the Lender shall not have any obligation or liability by reason of this Agreement under the IP Licenses or with respect to any of the other Collateral, nor shall the Lender be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 7. Special Provisions Regarding Receivables. For purposes of this Agreement, the term "*Receivables*" means all rights to the payment of a monetary obligation, whether or not earned by performance, and whether evidenced by an Account, Chattel Paper, Instrument, General Intangible, or otherwise.

(a) As of the time any Receivable owned by Grantor becomes subject to the security interest provided for hereby, and at all times thereafter, such Debtor shall be deemed to have warranted as to each such Receivable that, to the best knowledge of Grantor, all warranties of Grantor set forth in this Agreement are true and correct with respect to such Receivable; that such Receivable and all papers and documents relating thereto are genuine and in all respects what they purport to be; that such Receivable is valid and subsisting; that the amount of such Receivable represented as owing is the correct amount actually owing, except for normal cash discounts on normal trade terms in the ordinary course of business; that the amount of such Receivable represented as owing is not disputed and is not subject to any set-offs, credits, deductions or countercharges other than those arising in the ordinary course of such Debtor's business; and, except as disclosed to the Lender in writing at or prior to the time such Receivable is created, that no surety bond was required or given in connection with such Receivable or the contracts or purchase orders out of which the same arose.

(b) If any Receivable arises out of a contract with the United States of America, or any state or political subdivision thereof, or any department, agency or

instrumentality of any of the foregoing, Grantor agrees to promptly so notify the Lender and, at the request of the Lender, execute whatever instruments and documents are required by the Lender in order that such Receivable shall be assigned to the Lender and that proper notice of such assignment shall be given under the federal Assignment of Claims Act (or any successor statute) or any similar state or local statute, as the case may be.

(c) Unless and until an Event of Default has occurred and is continuing, the Grantor may settle and adjust disputes and claims with its customers and account debtors, handle returns and recoveries, and grant discounts, credits, and allowances in the ordinary course of its business as presently conducted for amounts and on terms which the relevant Debtor in good faith considers advisable. The Lender may, at all times during the existence of any Event of Default, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms which the Lender considers reasonably advisable.

(d) To the extent any Receivable or other item of Collateral is evidenced by an Instrument or tangible Chattel Paper, Grantor shall promptly, upon request from time to time, cause such Instrument or tangible Chattel Paper to be pledged and delivered to the Lender; *provided, however*, that, prior to the existence of an Event of Default and thereafter until otherwise required by the Lender, Grantor shall not be required to deliver any such Instrument or tangible Chattel Paper if and only so long as the aggregate unpaid principal balance of all such Instruments and tangible Chattel Paper held by the Grantor and not delivered to the Lender hereunder is less than [\$2,000,000] at any one time outstanding. Unless delivered to the Lender or its Lender, all tangible Chattel Paper and Instruments shall contain a legend acceptable to the Lender indicating that such Chattel Paper or Instrument is subject to the security interest of the Lender contemplated by this Agreement.

SECTION 8. Remedies Upon Default. If any Event of Default shall have occurred and be continuing:

(a) Subject to Section 11, the Lender may exercise in respect of the Collateral, in addition to any other rights and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral), and also may (i) take absolute control of the Collateral, including, without limitation, transfer into the Lender's name or into the name of its nominee or nominees (to the extent the Lender has not theretofore done so) and thereafter receive all payments made thereon, give all consents, waivers and ratifications in respect thereof and otherwise act with respect thereto as though it were the outright owner thereof, (ii) require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of the Lender forthwith, assemble all or part of the Collateral as directed by the Lender and make it available to the Lender at a place or places to be designated by the Lender that is reasonably convenient to both parties, and (iii) without notice except as specified below and without any obligation to prepare or process the Collateral for sale, (A) sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Lender may deem commercially reasonable and/or (B) lease, license or dispose of the Collateral or any part thereof upon such terms as the Lender may deem commercially reasonable. Grantor agrees that, to the extent notice of sale or any other disposition of the Collateral shall be required by

law, at least twenty-one (21) days' notice to Grantor of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made shall constitute reasonable notification. The Lender shall not be obligated to make any sale or other disposition of Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against the Lender arising by reason of the fact that the price at which the Collateral may have been sold at a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Obligations, even if the Lender accepts the first offer received and does not offer the Collateral to more than one offeree, and waive all rights that Grantor may have to require that all or any part of the Collateral be marshaled upon any sale (public or private) thereof. Grantor hereby acknowledges that (i) any such sale of the Collateral by the Lender shall be made without warranty, (ii) the Lender may specifically disclaim any warranties of title, possession, quiet enjoyment or the like, and (iii) such actions set forth in clauses (i) and (ii) above shall not adversely effect the commercial reasonableness of any such sale of the Collateral. In addition to the foregoing, (i) upon written notice to Grantor from the Lender, Grantor shall cease any use of the Intellectual Property or any trademark, patent or copyright similar thereto for any purpose described in such notice; (ii) the Lender may, at any time and from time to time, upon ten (10) days' prior written notice to Grantor, license, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Intellectual Property, throughout the universe for such term or terms, on such conditions, and in such manner, as the Lender shall in its sole discretion determine; and (iii) the Lender may, at any time, pursuant to the authority granted in Section 6 hereof (such authority being effective upon the occurrence of an Event of Default execute and deliver on behalf of Grantor, one or more instruments of assignment of the Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

(b) Any cash held by the Lender as Collateral and all cash proceeds received by the Lender in respect of any sale of or collection from, or other realization upon, all or any part of the Collateral may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Lender pursuant to Section 8 hereof) in whole or in part by the Lender against, all or any part of the Obligations in such order as the Lender shall elect, consistent with the provisions of the Credit Agreement. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all of the Obligations after termination of the Credit Agreement and the other Loan Documents shall be paid over to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(c) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which the Lender are legally entitled, Grantor shall be liable for the deficiency, together with interest thereon at the highest rate specified in any applicable Loan Document for interest on overdue principal thereof or such other rate as shall be fixed by applicable law, together with the costs of collection and the fees, costs, expenses and other client charges of any attorneys employed by the Lender to collect such deficiency.

(d) Grantor hereby acknowledges that if the Lender complies with any applicable state or federal law requirements in connection with a disposition of the Collateral, such compliance will not adversely affect the commercial reasonableness of any sale or other disposition of the Collateral.

(e) The Lender shall not be required to marshal any present or future collateral security (including, but not limited to, this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of the Lender's rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that Grantor lawfully may, Grantor hereby agree that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Lender's rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Grantor hereby irrevocably waives the benefits of all such laws.

SECTION 9. Indemnity and Expenses.

(a) Grantor agrees to defend, protect, indemnify and hold harmless the Lender and each Lender (and all of their respective officers, directors, employees, attorneys, consultants and agents) from and against any and all claims, damages, losses, liabilities, obligations, penalties, fees, reasonable costs and expenses (including, without limitation, legal fees, costs, expenses and disbursements of the Lender's and each Lender's counsel) to the extent that they arise out of or otherwise result from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting solely and directly from the Lender's gross negligence or willful misconduct, as determined by a final judgment of a court of competent jurisdiction.

(b) Grantor agrees to pay to the Lender upon demand the amount of any and all reasonable costs and expenses, including the reasonable fees, costs, expenses and disbursements of counsel for the Lender and of any experts and agents (including, without limitation, any collateral trustee which may act as agent of the Lender), which the Lender may incur after the occurrence of an Event of Default in connection with (i) the preparation, negotiation, execution, delivery, recordation, administration, amendment, waiver or other modification or termination of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any Collateral, (iii) the exercise or enforcement of any of the rights of the Lender hereunder, or (iv) the failure by Grantor to perform or observe any of the provisions hereof.

SECTION 10. Notices, Etc. All notices and other communications provided for hereunder shall be made in accordance with the Credit Agreement.

SECTION 11. Security Interest Absolute. Subject to Section 12, all rights of the Lender, all liens and all obligations of Grantor hereunder shall be absolute and unconditional

irrespective of (a) any lack of validity or enforceability of the Credit Agreement, Guarantee, or any other Loan Document or any other agreement or instrument relating thereto, (b) any change in the time, manner or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from the Credit Agreement or any other Loan Document, (c) any exchange or release of, or non-perfection of any lien on any Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Grantor in respect of the Obligations. All authorizations and agencies contained herein with respect to any of the Collateral are irrevocable and powers coupled with an interest.

SECTION 12. Miscellaneous.

(a) No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by Grantor and the Lender, and no waiver of any provision of this Agreement, and no consent to any departure by Grantor therefrom, shall be effective unless it is in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the Lender provided herein and in the other Loan Documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of the Lender under any Loan Document against any party thereto are not conditional or contingent on any attempt by such Person to exercise any of its rights under any other Loan Document against such party or against any other Person, including but not limited to, Grantor.

(c) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the Release Date and (ii) be binding on Grantor and all other Persons who become bound as debtor to this Agreement in accordance with Section 9-203(d) of the UCC and shall inure, together with all rights and remedies of the Lender hereunder, to the benefit of the Lender and their respective permitted successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, without notice to Grantor, the Lender may assign or otherwise transfer their rights and obligations under this Agreement and any other Loan Document, to any other person and such other person shall thereupon become vested with all of the benefits in respect thereof granted to the Lender herein or otherwise. Upon any such assignment or transfer, all references in this Agreement to the Lender shall mean the assignee of the Lender. None of the rights or

obligations of Grantor hereunder may be assigned or otherwise transferred without the prior written consent of the Lender, and any such assignment or transfer shall be null and void.

(e) Upon the Release Date, (i) this Agreement and the security interests created hereby shall terminate and all rights to the Collateral shall revert to Grantor and (ii) the Lender will, upon Grantor's request and at Grantor's expense, without any representation, warranty or recourse whatsoever, (A) return to Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

(f) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF DELAWARE.

(g) ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED THERETO MAY BE BROUGHT IN THE COURTS OF THE STATE OF DELAWARE IN THE COUNTY OF NEWCASTLE OR THE UNITED STATES OF AMERICA FOR THE DISTRICT OF DELAWARE, AND APPELLATE COURTS THEREOF, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION, SUIT OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

(h) Nothing contained herein shall affect the right of the Lender to serve process in any other manner permitted by law or commence legal proceedings or otherwise proceed against Grantor or any property of Grantor in any other jurisdiction.

(i) Each party irrevocably and unconditionally waives any right they may have to claim or recover in any legal action, suit or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

(j) GRANTOR AND (BY ITS ACCEPTANCE OF THE BENEFITS OF THIS AGREEMENT) THE LENDER WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF,

UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR OTHER ACTION OF THE PARTIES HERETO.

(k) Section headings herein are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

(l) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together constitute one in the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of an original executed counterpart.

(m) In the event of a conflict between the terms and provisions of the Credit Agreement and this Agreement, the terms and provisions of the Credit Agreement shall control.

EXECUTION COPY

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

GRANTOR:

EASYHOME U.S. LTD.

By: _____

Name: _____

Title: _____

Chris Ingram
CHRIS INGRAM
CFO

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY – TRADEMARKS

U.S. Trademarks in the name of Grantor:

EZ HOME Block Letters
INTL CLASS: 20 (Furniture & Articles Not Otherwise Classified)
GOODS/SERVICES: (INT. CL. 20) FURNITURE
SERIAL NO.: 78-491,529

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