

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
Hamco, Inc.		07/02/2009	CORPORATION: LOUISIANA

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	301 South Tryon Street
Internal Address:	Two Wachovia Center, Suite 2500
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28282
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2122791	TABLE TOPPER
Registration Number:	2996279	STAY-IN-PLACE MAT
Registration Number:	3088839	TOPPERS TO-GO
Registration Number:	2877786	TUMMY TOPPER
Registration Number:	3496650	NEAT-WARE
Registration Number:	3047024	CHANGING TABLE TOPPER
Registration Number:	2719702	POTTY TOPPER
Serial Number:	77762757	NEAT SOLUTIONS
Serial Number:	77762667	FLOOR TOPPER

CORRESPONDENCE DATA

Fax Number: (704)331-4225
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704-378-4700

CH \$240.00 2122791

Email: jhartsough@hunton.com
Correspondent Name: Jason Hartsough, Esq.
Address Line 1: 101 South Tryon Street
Address Line 2: Suite 3500
Address Line 4: Charlotte, NORTH CAROLINA 28280

ATTORNEY DOCKET NUMBER:	57294.98
NAME OF SUBMITTER:	Jason Hartsough, Esq.
Signature:	/Jason Hartsough/
Date:	08/11/2009

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 2nd day of July, 2009, by and between HAMCO, INC., a Louisiana corporation, (the "Grantor"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Financing Agreement, dated as of July 11, 2006, among the Grantor, certain of the Grantor's affiliates and the Secured Party, as from time to time hereafter amended, modified, supplemented or restated (the "Financing Agreement").

WHEREAS, the Grantor has, pursuant to the Financing Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to and under the Collateral, including, without limitation, the Grantor's intellectual property, as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference (the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Trademarks, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as an instrument as of the date first written above.

HAMCO, INC., Grantor

By: Olivia Elliott

Olivia Elliott
CFO

Acknowledged and Agreed:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
Secured Party

By: _____

Vernon Wells
Vice President

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement
as an instrument as of the date first written above.

HAMCO, INC., Grantor

By: _____
Olivia Elliott
CFO

Acknowledged and Agreed:

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
Secured Party

By:  _____
Vernon Wells
Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Registration #	Registration Date
Table Topper	2122791	12/23/97
Stay-in-Place Mat	2996279	9/20/05
Toppers To-Go	3088839	5/6/06
Tummy Topper	2877786	8/24/04
Neat Ware	3496650	9/2/08
Changing Table Topper	3047024	1/17/06
Potty Topper	2719702	5/27/03

Trademark Applications

Trademark	Application Serial #	Application Date
Neat Solutions	77762757	6/18/09
Floor Topper	77762667	6/18/09