

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
Foremost Groups, Inc.		12/18/2009	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1891512	FOREMOST
Registration Number:	1995403	FOREMOST
Registration Number:	2018359	REGENT
Registration Number:	2404659	EVER BRITE
Registration Number:	2491417	TODAY'S BATH
Registration Number:	2645678	MODERN LIVING
Registration Number:	2795559	TODAY'S BATH BY FOREMOST
Registration Number:	2877796	CUBE IT
Registration Number:	3160939	AFTERGLOW
Registration Number:	3234782	AFTERGLOW
Registration Number:	3542181	ALL IN ONE BOX
Registration Number:	3626554	ALTON
Registration Number:	3679414	FOREMOST

CH \$415.00 1891512

Serial Number:	77694648	JUST RIGHT HEIGHT
Serial Number:	77739756	H2FLO TOILET SYSTEM
Serial Number:	77766290	HET HIGH EFFICIENCY TOILET · TOILETTE À HAUTE EFFICACITÉ

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	224825-55
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	12/29/2009

Total Attachments: 6
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 18, 2009, between Foremost Groups, Inc., a New Jersey corporation (the "Grantor"), and JPMorgan Chase Bank, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the other Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor.

WHEREAS pursuant to the Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantor and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the obligations of the Grantor under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantor's right, title and interest in the Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

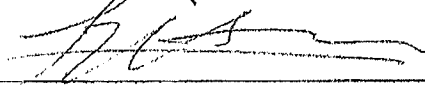
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

FOREMOST GROUPS, INC.

By: 

Name: LIANG HAN CHEN

Title: CAO/Treasurer

ADMINISTRATIVE AGENT:

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

By: _____

Name:

Title:

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


GRANTOR:

FOREMOST GROUPS, INC.

By: _____
Name:
Title:



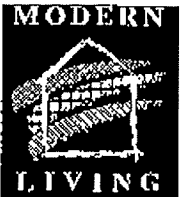


ADMINISTRATIVE AGENT:





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

By:  _____
Name: Thomas G. Williams
Title: Vice President

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

Country	Mark	Reg./Ser. Number	Reg. Date	Goods/Services
United States		1891512	4/25/1995	Wholesale distribution of bathroom and kitchen fixtures
United States		1995403	8/20/1996	Sinks, bathtubs, lavatories, toilets and flush tanks for toilets
United States	REGENT	2018359	11/19/1996	Pedestal lavatories, sinks, toilets, bathtubs, and faucets
United States	EVER BRITE	2404659	11/14/2000	Tarnish free metal finish for plumbing, bathroom trim and accessories
United States	TODAY'S BATH	2491417	9/18/2001	Toilet seats
United States		2645678	11/5/2002	Bathroom and kitchen fixtures, namely, faucets, sinks, lavatories, pedestal sinks, toilet bowls and tanks, shower heads
United States		2795559	12/16/2003	Household furniture for storage, and bathrooms, namely, bathroom cabinets, medicine cabinets, vanities, storage racks, storage chests, storage shelves, storage cubes, etageres, hampers, wall valets, overjohns, bath stands, bath stools, floor valets, towel towers and space savers
United States		2877796	8/24/2004	Furniture, namely storage modules of wooden generally box-like construction
United States	AFTERGLOW	3160939	10/17/2006	Lamp oil, lamp fuel, liquid fuels, and lighter fluid
United States	AFTERGLOW	3234782	4/24/2007	Patio torches; colored fire torches; liquid fuel patio torches that emit a luminous flame; oil lamps and their fittings; lamps for outdoor use
United States	ALL IN ONE BOX	3542181	12/2/2008	Furniture parts, namely, bathroom vanities, countertops for kitchen and bathroom and cabinets for kitchen and bathroom
United States	ALTON	3626554	5/26/2009	Bathroom and shaving mirrors; bathroom vanities; cabinets; non-metal garment hooks

Country	Mark	Reg./Ser. Number	Reg. Date	Goods/Services
United States		3679414	9/8/2009	Furniture
United States		77694648		Toilets, toilet tanks, toilet bowls and toilet seats; products made of porcelain, namely, porcelain wash basins, toilet paper dispensers and toilet tissue holders
United States		77739756		Toilets
United States		77766290		High efficiency toilet tanks; high efficiency toilets

BOS111 12435362.2