

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jones Stephens Corp.		01/06/2011	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Administrative and Collateral Agent
Street Address:	280 Park Avenue
Internal Address:	22nd floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2456354	ULTRAFIT
Registration Number:	2519870	PLUMBEST
Registration Number:	2905873	JSC
Registration Number:	3018988	LIQUID LIGHTNING
Registration Number:	3020331	PLUMB AIRE
Serial Number:	78637759	RINSE-QUIK
Serial Number:	78961905	FINAL TOUCH
Registration Number:	2683769	LT COPPER

CORRESPONDENCE DATA

Fax Number: (212)836-6337
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-836-7319
 Email: psomelofske@kayescholer.com
 Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP

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**TRADEMARK
 REEL: 004448 FRAME: 0245**

CH \$215.00 2456354

Address Line 1: 425 Park Avenue
Address Line 2: 16-06
Address Line 4: New York, NEW YORK 10022-3598

ATTORNEY DOCKET NUMBER: 09711-0022

NAME OF SUBMITTER: Paul J. Somelofske

Signature: /Paul J. Somelofske/

Date: 01/06/2011

Total Attachments: 3

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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Jones Stephens Corp., an Alabama corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to Ares Capital Corporation, a Delaware corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of January 6, 2011 (as amended, modified or supplemented from time to time, the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 280 Park Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 6th day of January, 2011.

JONES STEPHENS CORP.

By: 
Name: EDWARD J MOULTON
Title: CFO

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS

<u>Pledgor</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Jones Stephens Corp.	Ultrafit	2456354 (Registration #)	USA	05/29/01
Jones Stephens Corp.	Plumbest	2519870 (Registration #)	USA	12/18/01
Jones Stephens Corp.	JSC	2905873 (Registration #)	USA	11/30/04
Jones Stephens Corp.	Liquid Lightning	3018988 (Registration #)	USA	11/29/05
Jones Stephens Corp.	Plumaire	3020331 (Registration #)	USA	11/29/05
Jones Stephens Corp.	Rinse-Quik	78637759 (Application #)	USA	05/26/05 (Application Date)
Jones Stephens Corp.	Final Touch	78961905 (Application #)	USA	08/28/06 (Application Date)
Jones Stephens Corp.	LT Copper	2683769 (Registration #)	USA	01/04/11