

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
AM Conservation Group, Inc.		01/28/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	201 North Tryon Street, Suite 1800		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77775363	STOP IN TIME SHOWER TIMER	
Serial Number:	77947995	DISH SQUEEGEE	
CORRESPONDENCE DATA			
Fax Number:	(704)342-5264		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-342-5325		
Email:	mcree@poynerspruill.com		
Correspondent Name:	M. Ruth McRee		
Address Line 1:	301 S. College Street, Suite 2300		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	021946.13		
NAME OF SUBMITTER:	M. Ruth McRee		
Signature:	/ruth mcree/		

OP \$65.00 77775363

Date:

02/03/2011

Total Attachments: 5

source=5.3.Trademark.Security.Agreement#page1.tif

source=5.3.Trademark.Security.Agreement#page2.tif

source=5.3.Trademark.Security.Agreement#page3.tif

source=5.3.Trademark.Security.Agreement#page4.tif

source=5.3.Trademark.Security.Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 28th day of January, 2011, by and between AM CONSERVATION GROUP, INC., a New Jersey corporation (the "Grantor"), and FIFTH THIRD BANK, an Ohio banking corporation (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan and Security Agreement, dated the date hereof, between the Grantor and the Secured Party, as from time to time amended, modified, supplemented or restated (the "Loan Agreement").

WHEREAS, the Grantor has, pursuant to the Loan 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 General Intangibles, 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 on next page]

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

AM CONSERVATION GROUP, INC., Grantor

By: Charles A. Brown

Name: Charles Brown

Title: Chief Financial Officer

Acknowledged and Agreed:

FIFTH THIRD BANK,
Secured Party

By: _____

Name: David C. Houston

Title: Vice President

[Signature Page to Trademark Security Agreement]

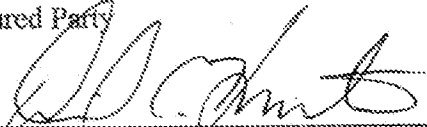
IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement
as an instrument as of the date first written above.

AM CONSERVATION GROUP, INC., Grantor

By: _____
Name: Charles Brown
Title: Chief Financial Officer

Acknowledged and Agreed:

FIFTH THIRD BANK,
Secured Party

By:  _____
Name: David C. Houston
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

STATE OF South Carolina

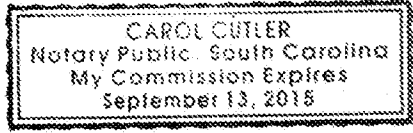
COUNTY OF Berkley ss.

On this 26 day of January, 2011, before me personally appeared Charles Brown, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AM Conservation Group, 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 (s)he acknowledged said instrument to be the free act and deed of said corporation.

Carol Cutler

Notary Public

{seal}



[Acknowledgement Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications

<u>Trademark</u>	<u>Serial #</u>	<u>Filing Date</u>
Stop In Time Shower Timer	77/775,363	July 7, 2009
Dish Squeegee	77/947,995	March 2, 2010

Trademarks

N/A