

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

03/16/2010
 900157192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AXIA ACQUISITION CORPORATION		03/12/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	BROADPOINT PRODUCTS CORP., as Administrative Agent		
Street Address:	1 Penn Plaza		
Internal Address:	42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	CORPORATION: Delaware		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	0804603	AMES	
Registration Number:	0793165	AMES	
Registration Number:	0804888	AMES	
Registration Number:	2837824	AMES	
Registration Number:	2797019	BAZOOKA	
Registration Number:	2775008	EASY CLEAN	
Registration Number:	2781520	FEATHER-LITE	
Registration Number:	2818307	MAXIZOOKA	
Registration Number:	2797020	MINIZOOKA	
Registration Number:	2817212	MUDRUNNER	
Registration Number:	3589151	POWER ASSIST	
Registration Number:	2815052	PREMIER INTERNATIONAL	
Registration Number:	3511510	SKYSWIPER	

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Registration Number:	2198221	TAPEMASTER
Registration Number:	2785831	TAPETECH
Registration Number:	3354868	XTENDER
Serial Number:	77911037	RENT THE BEST OWN THE BEST
CORRESPONDENCE DATA		
Fax Number:	(212)836-8579	
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-836-8091	
Email:	kkeenan@kayescholer.com	
Correspondent Name:	Kelli Keenan, Esq.	
Address Line 1:	425 Park Avenue	
Address Line 2:	Kaye Scholer LLP	
Address Line 4:	New York, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	63303/0239	
NAME OF SUBMITTER:	Kelli Keenan	
Signature:	/s/ Kelli Keenan	
Date:	03/18/2010	
Total Attachments: 5 source=Axia_Second Lien Trademark Sec_3_12_10#page1.tif source=Axia_Second Lien Trademark Sec_3_12_10#page2.tif source=Axia_Second Lien Trademark Sec_3_12_10#page3.tif source=Axia_Second Lien Trademark Sec_3_12_10#page4.tif source=Axia_Second Lien Trademark Sec_3_12_10#page5.tif		

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT (AS DEFINED BELOW) HEREUNDER AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE LIEN INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECURITY AGREEMENT REFERRED TO BELOW). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE LIEN INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE LIEN INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of March 12, 2010 (this "Trademark Security Agreement"), by AXIA ACQUISITION CORPORATION (the "Pledgor"), in favor of BROADPOINT PRODUCTS CORP., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Pledgor and the other pledgors thereunder are party to that certain Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Administrative Agent 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 Trademark Collateral. The Pledgor hereby mortgages, pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, business names, trade names, or other indicia of origin or source identification and all registrations of and applications to register (other than intent-to-use applications for which a Statement of Use or Amendment to Allege Use has not been filed and accepted) the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof), and any renewals thereof, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any of the foregoing, (ii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and, with

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respect thereto, including damages, claims, and payments for past, present or future infringements, dilutions, or other violations thereof, (iii) all other rights corresponding thereto throughout the world, (iv) rights to sue for past, present and future infringements, dilutions, or other violations thereof and (v) proceeds of any and all of the foregoing, together with the goodwill of Pledgor's business relating thereto and symbolized thereby, and including but not limited to the applications and registrations referred to on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in respect of the Obligations in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full satisfaction of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement. If any Trademark subject to this Trademark Security Agreement is sold or otherwise disposed of pursuant to a transaction permitted under the Credit Agreement, the Administrative Agent shall, subject to and in accordance with Section 11.4 of the Security Agreement, execute, acknowledge and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademark under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

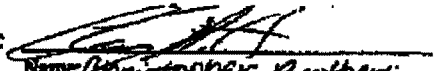
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

AXIA ACQUISITION CORPORATION

By: 
Name: Christopher Brothers
Title: President and Secretary

Accepted and Agreed:

BROADPOINT PRODUCTS CORP.,
as Administrative Agent

By: _____
Name:
Title:

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[Signed Line Trademark Security Agreement]

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

Very truly yours,

AXIA ACQUISITION CORPORATION

By: _____

Name:

Title:

Accepted and Agreed:

BROADPOINT PRODUCTS CORP.,
as Administrative Agent

By: Marc Berg _____

Name:

Title:

MARC BERG
Authorized Signatory

[Second Lien Trademark Security Agreement]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

AMES	US	72/188070 3/6/1964	804603 3/1/1966	Renewed
AMES	US	72/188714 3/16/1964	793165 7/27/1965	Renewed
AMES	US	72/188071 3/6/1964	804868 3/1/1966	Renewed
AMES & DESIGN	US	76/449287 9/13/2002	2837824 5/4/2004	Registered
BAZOOKA	US	76/449280 9/13/2002	2797019 12/23/2003	Registered
EASY CLEAN	US	76/449039 9/13/2002	2775006 10/21/2003	Registered
FEATHER-LITE	US	76/449041 9/13/2002	2781520 11/11/2003	Registered
MAXIZOOKA	US	76/449042 9/13/2002	2816307 2/24/2004	Registered
MINIZOOKA	US	76/449286 9/13/2002	2797020 12/23/2003	Registered
MUDRUNNER	US	78/197464 12/23/2002	2817212 2/24/2004	Registered
POWER ASSIST	US	78/910553 6/16/2006	3589151 3/10/2019	Registered
PREMIER INTERNATIONAL	US	78/212828 2/10/2003	2815052 2/17/2004	Registered
SKYSWIPER	US	77/399287 2/18/2008	3511510 10/7/2008	Registered
TAPEMASTER	US	75/137089 7/22/1996	2199221 10/27/1998	Renewed
TAPETECH	US	76/449282 9/13/2002	2785831 11/25/2003	Registered
XTENDER	US	78/910571 6/16/2006	3354668 12/11/2007	Registered

Trademark Applications:

RENT THE BEST OWN THE BEST	US	77/911037 1/13/2010		Pending
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