

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
Butler Home Products, LLC		12/28/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2505422	NEAT SWEEP
Registration Number:	2582962	DUSTALL
Registration Number:	2078081	STEP-ON-IT
Registration Number:	2088269	ALWAYS ANOTHER NEAT IDEA
Registration Number:	2009054	POWER BRUSH
Registration Number:	1900232	SUPER MOP
Registration Number:	1873302	CHAM-IT
Registration Number:	1789888	SCRUB BOB
Registration Number:	1700604	SHORT SHOVEL
Registration Number:	1717106	BUTLER
Registration Number:	1403189	
Registration Number:	1245044	SUBURBANITE
Registration Number:	4219433	BLISS
Registration Number:	4219434	DUET

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TRADEMARK

Registration Number:	4219704	ULTRA GRIP
Registration Number:	4023641	LOVE 2 CLEAN
Registration Number:	3456356	XTEND
Registration Number:	3025705	SQUIRT
Registration Number:	2875000	CLEANALL
Registration Number:	2962662	BROOM IN A BOX
Registration Number:	2980201	MOP IN A BOX
Registration Number:	2905363	SQUIRT
Serial Number:	85771954	LOVING HANDS

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8307
Email: latiffany.brown@kattenlaw.com
Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-571
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	12/28/2012

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 28th day of December 2012, Butler Home Products, LLC, a Delaware limited liability company ("*Debtor*"), with its principal place of business and mailing address at 237 Cedar Hill Street, Marlborough, Massachusetts 01752, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to General Electric Capital Corporation ("*GE Capital*"), with its mailing address 500 West Monroe Street, Chicago, Illinois 60661, Attn: Bradshaw Account Officer, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (GE Capital acting as such administrative agent and any successor(s) or assign(s) to GE Capital acting in such capacity being hereinafter referred to as the "*Agent*") a lien on and security interest in, and acknowledges and agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors, a continuing lien on and security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated December 28, 2012 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

BUTLER HOME PRODUCTS, LLC, a Delaware
limited liability company

By: 

Name: Mark MacTavish

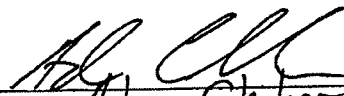
Title: Vice President and Assistant Secretary

Trademark Collateral Agreement (Butler)

TRADEMARK
REEL: 004930 FRAME: 0442

Accepted and agreed to as of the date and year first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: Adam Chalmers
Title: Duly Authorized Signatory

Trademark Collateral Agreement (Butler)

**TRADEMARK
REEL: 004930 FRAME: 0443**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

Mark	Serial No.	Application Date	Registration No.	Registration Date
NEAT SWEEP	75874366	12/17/99	2505422	11/6/01
DUSTALL	75810871	9/29/99	2582962	6/18/02
STEP-ON-IT	75033216	12/15/95	2078081	7/8/97
ALWAYS ANOTHER NEAT IDEA	75033265	12/15/95	2088269	8/12/97
POWER BRUSH	74622404	1/18/95	2009054	10/15/96
SUPER MOP	74471520	12/16/93	1900232	6/13/95
CHAM-IT	74379704	4/15/93	1873302	1/10/95
SCRUB BOB	74215286	10/24/91	1789888	8/24/93
SHORT SHOVEL	74197795	8/26/91	1700604	7/14/92
BUTLER	74087428	8/13/90	1717106	9/15/92
DESIGN ONLY	73572466	12/9/85	1403189	7/29/86
SUBURBANITE	73365516	5/20/82	1245044	7/12/83
BLISS	85475674	11/17/11	4219433	10/2/12
DUET	85475695	11/17/11	4219434	10/2/12
ULTRA GRIP	85475715	11/17/11	4219704	10/2/12
LOVE 2 CLEAN	85059666	6/10/10	4023641	9/6/11
XTEND	77131309	3/14/07	3456356	7/1/08
SQUIRT	76603613	7/23/04	3025705	12/13/05
CLEANALL	78297097	9/8/03	2875000	8/17/04
BROOM IN A BOX	78234525	4/7/03	2962662	6/14/05
MOP IN A BOX	78234518	4/7/03	2980201	7/26/05
SQUIRT	76502800	4/1/03	2905363	11/23/04

TRADEMARK APPLICATIONS

Mark	Serial No.	Application Date	Registration No.	Registration Date
LOVING HANDS	85771954	11/5/12	N/A	N/A