

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| 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: | John Hancock Life Insurance Company (U.S.A.) |
| Street Address: | 197 Clarendon Street |
| Internal Address: | Attn: Bradshaw Account Officer |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02116 |
| Entity Type: | CORPORATION: MICHIGAN |

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 |

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|----------------------|----------|----------------|
| Registration Number: | 4219434 | DUET |
| 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: 6175269899
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-526-9484
Email: pmurphy@proskauer.com
Correspondent Name: Patrick M. Murphy
Address Line 1: One International Place
Address Line 2: Proskauer Rose LLP
Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 51334-003 |
| NAME OF SUBMITTER: | Patrick M. Murphy |
| Signature: | /s/ Patrick M. Murphy |
| Date: | 01/04/2013 |

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, mortgages and pledges to John Hancock Life Insurance Company (U.S.A.) (“*JHUSA*”), with its mailing address at 197 Clarendon Street, Boston, Massachusetts 02116, Attn: Bradshaw Account Officer, acting in its capacity as Administrative Agent (solely in its capacity as described and defined in the Credit Agreement) (herein, referred to as “*Agent*”), and grants to the Agent 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. All capitalized terms used in this Trademark Collateral Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement.

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

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

**JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.), as Agent**

By: 
Name: Henry H. Wong
Title: Senior Managing Director

**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 |