

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Casabella Holdings L.L.C.	02/11/2008

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	One M&T Plaza
Internal Address:	Attn: Office of General Counsel
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240

PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	7131783
Patent Number:	7134161
Patent Number:	D530051
Patent Number:	D531815
Patent Number:	D531814
Patent Number:	6836923
Application Number:	29263943
Application Number:	11699244
Application Number:	11699245
Application Number:	11367949
Application Number:	60779634
Application Number:	29255198
Application Number:	29255247
Application Number:	29248481

PATENT

500465016

REEL: 020518 FRAME: 0380

OP \$680.00 7131783

Application Number:	11679994
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Application Number:	11675997
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Application Number:	60890926
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CORRESPONDENCE DATA

Fax Number: (914)761-5372

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Michael L. Katz

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NAME OF SUBMITTER:

Michael L. Katz

Total Attachments: 7

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**MODIFICATION AND REAFFIRMATION
OF PATENT SECURITY AGREEMENT**

**MODIFICATION AND REAFFIRMATION OF PATENT
SECURITY AGREEMENT** (this "Modification") dated as of the 11th day of February, 2008 by and between MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with offices at One M&T Plaza, Buffalo, New York 14240, Attention: Office of General Counsel (the "Bank") and CASABELLA HOLDINGS L.L.C., a Delaware limited liability company with offices at 400 Corporate Drive, Blauvelt, New York 10913 (the "Company").

W I T N E S S E T H:

WHEREAS, the Bank and the Company heretofore entered into a certain Credit Agreement dated as of November 3, 2006 (the "Original Credit Agreement") and, in connection therewith, the Company delivered to the Bank, among other things, a certain Patent Security Agreement dated as of November 3, 2006 (the "Security Agreement") pursuant to which Security Agreement the Company, among other things, granted to the Bank a first priority lien on and security interest in the Collateral (as defined in the Security Agreement);

WHEREAS, the Bank and the Company have this day entered into a certain First Modification to Credit Agreement (the "Modification"; the Original Credit Agreement, the Modification and each other and further amendment, modification, supplement, restatement and/or renewal being hereinafter collectively referred to as, the "Credit Agreement") pursuant to which, among other things, the Bank has agreed to make an additional term loan to the Company in the original principal amount of \$400,000.00 (the "First Supplemental Term Loan"), subject to and upon the terms and conditions set forth in the Modification, and, in connection therewith, the Company has delivered to the Bank, among other things, a term loan note of even date herewith made by the Company to the order of the Bank in the original principal amount of \$400,000.00 which is intended to evidence the First Supplemental Term Loan (the "First Supplemental Term Loan Note"); and

WHEREAS, the Bank and the Company wish to modify, amend and supplement the Security Agreement and, also, to reaffirm the Company's obligations and agreements therein contained and confirm their application to the indebtedness and other obligations of the Company to the Bank in respect of the Credit Agreement including, without limitation, those in respect of the First Supplemental Term Loan and the First Supplemental Term Loan Note, all as more particularly set forth below;

NOW, THEREFORE, in consideration of the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Bank and the Company hereby agree as follows:

1. The Whereas clauses above stated are hereby incorporated in this Modification by this reference. All words, terms or phrases used herein and defined in the Credit Agreement or the Security Agreement shall have the meanings herein that are ascribed to them in the Credit Agreement or the Security Agreement, as the case may be, unless herein otherwise expressly specified.

2. The definition of "Credit Agreement" as set forth in Section 1(b) of the Security Agreement shall mean and refer to the Credit Agreement as herein defined.

3. The versions of Schedules A and B to the Security Agreement annexed hereto and made a part hereof as Exhibit 1 are hereby substituted in place and instead of the versions of such Schedules heretofore annexed to the Security Agreement.

4. The Company confirms and agrees that the term "Obligations" as used in the Security Agreement also includes any and all indebtedness and other obligations of the Company to the Bank in respect of the Credit Agreement, the First Supplemental Term Loan and the First Supplemental Term Loan Note, all of which shall be secured by the Security Agreement with the same priority, operation and effect as existed immediately prior to the execution and delivery of this Modification.

5. The individual signing this Modification on behalf of the Company represents and warrants to and for the benefit of the Bank that, as of the date hereof: (a) the representations and warranties contained in the Security Agreement are true, correct and complete in all material respects, to the extent the same remain applicable; (b) no Event of Default has occurred; (c) he or she is aware of no circumstances that would reasonably be expected to result in any Event of Default; and (d) all limited liability company action necessary to authorize the Company to enter into this Modification has been duly taken.

6. This Modification is to be governed by and construed in accordance with the laws of the State of New York (without regard to its principles of conflicts of laws) and shall be binding upon the parties hereto and their respective successors-in-interest and permitted assigns but shall, in no event, be binding or effective for any purpose until mutually executed and delivered by the parties hereto.

7. Except as set forth in this Modification, the parties hereby reaffirm, ratify and confirm the Security Agreement and all other Loan Documents (as defined in the Credit Agreement) in all respects. To the extent not prohibited by law, the Company hereby expressly waives any claims, defenses, counterclaims or other causes of action it may now have as against the Bank, its officers, directors, employees, agents, successors and assigns, or that would impede, impair or prevent enforcement of any one or more of the Loan Documents in accordance with their respective terms.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Company and the Bank have caused this Modification to be duly executed by their duly authorized officers, as of the day and year first above written.

COMPANY:

CASABELLA HOLDINGS L.L.C.

By: 

Name: Bruce Kaminstein

Title: President and Chief Financial Officer

BANK:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

By: _____

Name: Jennifer J. Kooney

Title: Vice President

IN WITNESS WHEREOF, the Company and the Bank have caused this Modification to be duly executed by their duly authorized officers, as of the day and year first above written.

COMPANY:

CASABELLA HOLDINGS L.L.C.

By: _____
Name: Bruce Kaminstein
Title: President and Chief Financial Officer

BANK:

**MANUFACTURERS AND TRADERS
TRUST COMPANY**

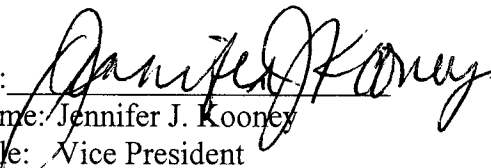
By: 
Name: Jennifer J. Koonen
Title: Vice President

EXHIBIT 1**SCHEDULE A**
[to the Patent Security Agreement]**U.S. Patents**

TITLE	PATENT NO./ SERIAL NO.	ISSUED/ FILED	OWNER
Rotating Dish Brush	Pat. 6,760,949 S.N. 10/234,587	Issued 07/13/04 Filed 09/04/02	Casabella Holdings, LLC
Shower Squeegee	Pat. 6,834,411 S.N. 10/328,271	Issued 12/28/04 Filed 12/23/02	Casabella Holdings, LLC
Cleaning Tool Holder	Pat. 6,626,402 S.N. 10/142,388	Issued 09/30/03 Filed 05/09/02	Casabella Holdings, LLC
Toilet Bowl Brush and Holder	Pat. 6,726,010 S.N. 10/142,445	Issued 04/27/04 Filed 05/09/02	Casabella Holdings, LLC
Expandable Dish Drainer	Pat. 6,929,130 S.N. 10/353,443	Issued 08/16/05 Filed 01/29/03	Casabella Holdings, LLC
Twist Mop	Pat. 7,093,315 S.N. 10/630,117	Issued 08/22/06 Filed 07/30/03	Casabella Holdings, LLC
Flexible Mop Base	Pat. 6,591,442 S.N. 09/776,646	Issued 07/15/03 Filed 02/09/01	Casabella Holdings, LLC
Wring Mop	Pat. 7,089,622 S.N. 10/911,830	Issued 08/15/06 Filed 08/05/04	Casabella Holdings, LLC
Lint Roller Handle and Cover	Pat. 7,111,351 S.N. 11/105,630	Issued 09/26/06 Filed 04/13/05	Casabella Holdings, LLC
Multi-Layered Hanging Cleaning Sponge	Pat. 7,124,465 S.N. 09/662,857	Issued 10/24/06 Filed 09/15/00	Casabella Holdings, LLC
Broom with a Handle Opening in the Head Thereof	Pat. 6,598,257 S.N. 09/757,757	Issued 07/29/03 Filed 01/10/01	Casabella Holdings, LLC
Curved Handle for Long Handled Tools	Pat. 6,487,747 S.N. 09/757,548	Issued 12/03/02 Filed 01/10/01	Casabella Holdings, LLC
Toilet Bowl Brush with Fluid Dispenser	Pat. 7,131,783 S.N. 11/060,097	Issued 11/07/06 Filed 04/13/05	Casabella Holdings, LLC
Mechanical Broom	Pat. 7,134,161 S.N. 10/751,582	Issued 11/14/06 Filed 01/05/04	Casabella Holdings, LLC
Modular Feather Duster Handle	Pat. D530051 S.N. 29/197,198	Issued 10/10/06 Filed 1/12/04	Casabella Holdings, LLC*
Lint Roller Handle (Dots Design)	Pat. D531815 S.N. 29/236,851	Issued 11/14/06 Filed 8/23/05	Casabella Holdings, LLC*
Lint Roller Handle (Wave Design)	Pat. D531814 S.N. 29/236,850	Issued 11/14/06 Filed 8/23/05	Casabella Holdings, LLC*

*As Assignee of TxF Products, Inc.

EXHIBIT 1 (Continued)

SCHEDULE A (Continued)
[to the Patent Security Agreement]

Cleaning Brush	Pat. 40604681.6 S.N. 40604681.6	Issued in Germany Filed	Casabella Holdings, LLC*
Broom Head with A Cleaning Attachment	Pat. 40604682.4 S.N. 40604682.4	Issued in Germany Filed	Casabella Holdings, LLC*
Dust Mop Adapter	Pat. 6836923 S.N. 10/252968	Issued 1/4/05 Filed 9/23/02	Casabella Holdings, LLC*
Sweeper Swivel for ceiling fan duster	Pat.- unknown S.N. - unknown	Issued Filed	Casabella Holdings, LLC*
Bowl Brush: Feather Duster & Dusting Method	Pat.- unknown S.N.- unknown	Issued Filed	Casabella Holdings, LLC*

*As Assignee of TxF Products, Inc.

SCHEDULE B
[to the Patent Security Agreement]

U.S. Patent Applications

SERIAL NO.	FILED	OWNER
S.N. 11/021,069	Filed 12/23/04	Casabella Holdings, LLC
S.N. 10/699,152	Filed 10/31/03	Casabella Holdings, LLC
S.N. 10/751,582	Filed 01/05/04	Casabella Holdings, LLC
S.N. 10/383,914	Filed 03/07/03	Casabella Holdings, LLC
S.N. 11/132,038	Filed 05/18/05	Casabella Holdings, LLC
S.N. 11/038,819	Filed 01/18/05	Casabella Holdings, LLC
S.N. 10/959,338	Filed 10/06/05	Casabella Holdings, LLC
S.N. 11/060,097	Filed 02/17/05	Casabella Holdings, LLC
S.N. 11/108,973	Filed 04/19/05	Casabella Holdings, LLC
S.N. 11/356,681	Filed 02/17/06	Casabella Holdings, LLC
S.N. 11/333,562	Filed 01/17/06	Casabella Holdings, LLC
S.N. 29/263,943	Filed 08/01/06	Casabella Holdings, LLC
S.N. 10/142,489	Filed 05/09/02	Casabella Holdings, LLC
S.N. 11/699,244	Filed 01/29/07	Casabella Holdings, LLC
S.N. 11/699,245	Filed 01/29/07	Casabella Holdings, LLC
S.N. 10/142,489	Filed 05/09/02	Casabella Holdings, LLC
S.N. 11/367949	Filed 03/03/06	Casabella Holdings, LLC*
S.N. 60/779634	Filed	Casabella Holdings, LLC*
S.N. 29/255198	Filed	Casabella Holdings, LLC*
S.N. 29/255247	Filed	Casabella Holdings, LLC*
S.N. 29/248481	Filed	Casabella Holdings, LLC*
S.N. A2006/01316	Filed in South Africa	Casabella Holdings, LLC*
S.N. A2006/01317	Filed in South Africa	Casabella Holdings, LLC*
S.N. PCT/US2006/039438	Filed	Casabella Holdings, LLC*
S.N. 11/679994	Filed	Casabella Holdings, LLC*
S.N. 11/675997	Filed	Casabella Holdings, LLC*
S.N. PCT/US2007/062331	Filed	Casabella Holdings, LLC*
S.N. 96107013	Filed in Taiwan	Casabella Holdings, LLC*
S.N. 60/890926	Filed	Casabella Holdings, LLC*

*As Assignee of TxF Products, Inc.