### 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		105/05/2006	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	55 South Lake Ave., Suite 900
Internal Address:	Attn: Portfolio Manager
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national bank: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2088269	ALWAYS ANOTHER NEAT IDEA
Registration Number:	1401250	BOWLER
Registration Number:	1406766	BUTLER
Registration Number:	1717106	BUTLER
Registration Number:	1403189	
Registration Number:	1873302	CHAM-IT
Registration Number:	1402215	DUST HANDLER
Registration Number:	2582962	DUSTALL
Registration Number:	1401249	GRIME FIGHTER
Registration Number:	1402214	LINT GRABBER
Registration Number:	2505422	NEAT SWEEP
Registration Number:	2009054	POWER BRUSH
Registration Number:	1789888	SCRUB BOB

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Registration Number:	1700604	SHORT SHOVEL
Registration Number:	2078081	STEP-ON-IT
Registration Number:	0666873	SUBURBANITE
Registration Number:	1245044	SUBURBANITE
Registration Number:	1900232	SUPER MOP
Registration Number:	2875000	CLEANALL
Registration Number:	2962662	BROOM IN A BOX
Registration Number:	2980201	MOP IN A BOX
Registration Number:	3025705	SQUIRT
Registration Number:	2905363	SQUIRT
Registration Number:	2283916	BUTLER'S EDGE
Serial Number:	78587146	SWISH

#### **CORRESPONDENCE DATA**

Fax Number: (213)443-2926

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

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0TK7-063777
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	05/17/2006

Total Attachments: 13

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TRADEMARK

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#### AMENDMENT NO. 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of May 5, 2006, is entered into by and between BANK OF AMERICA, N.A. ("Bank of America"), as Agent for the Lenders referred to below ("Secured Party") and BUTLER HOME PRODUCTS, LLC, a Delaware limited liability company ("Debtor"), with reference to the following facts:

#### **RECITALS**

- A. Debtor and Bradshaw International, Inc., a California corporation (collectively with Debtor, the "Borrowers") entered into that certain Loan and Security Agreement dated as of February 14, 2003 (as amended from time to time, the "Prior Loan Agreement"), by and among Borrowers, the lenders from time to time a party thereto, and Banc of America Leasing & Capital, LLC (successor-in-interest to Fleet Capital Corporation) ("BALC"), as agent ("Prior Agent"). BALC has assigned all if its right, title and interest in and to the Prior Loan Agreement, the related loan documents and the credit facility evidenced thereby to Bank of America.
- B. In connection with the Prior Loan Agreement, Debtor entered into that certain Patent and Trademark Security Agreement dated as of February 14, 2003, in favor of Prior Agent (as amended, restated, supplement, or otherwise modified, the "Security Agreement").
- C. BALC has assigned all of its right, title and interest in and to the Prior Loan Agreement, the related loan documents and the credit facility evidenced thereby to Bank of America.
- D. Borrowers entered into an Amended and Restated Loan and Security Agreement dated as of March 2, 2006, among Borrowers, the lenders from time to time a party thereto (each a "Lender: and collectively, the "Lenders"), and Secured Party (as amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement").
- E. Debtor and Secured Party wish to amend the Security Agreement as set forth below.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. <u>Defined Terms</u>. Any and all initially capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Security Agreement.
- 2. <u>Amendment to Recital A</u>. Recital A is amended and restated in its entirety to read as follows:
  - A. Pursuant to the Amended and Restated Loan and Security Agreement, dated as of March 2, 2006, by and among Debtor, Bradshaw International, Inc., a California corporation ("collectively with Debtor, the "Borrowers"), the lenders from time to time a party thereto (collectively, the "Lenders" and individually, a "Lender"), and Secured Party (as amended, extended, renewed, supplemented, or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to extend certain credit facilities to the Borrowers.

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- 3. <u>Amendment to Schedule A Patents and Patent Applications</u>. <u>Schedule A</u> to the Security Agreement is hereby amended and replaced by <u>Schedule A</u> attached hereto as <u>Annex 1</u>.
- 4. <u>Amendment to Schedule B Trademarks and Service Marks</u>. <u>Schedule B</u> to the Security Agreement is hereby amended and replaced by <u>Schedule B</u> attached hereto as <u>Annex 2</u>.
- 5. <u>Conditions Precedent.</u> The effectiveness of this Amendment shall be subject to the Secured Party's receipt of an original of this Amendment, duly executed by Debtor.

#### 6. Miscellaneous.

- (a) <u>Survival of Representations and Warranties</u>. All representations and warranties made in the Security Agreement or in any other document or documents relating thereto, including, without limitation, any Loan Document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment.
- (b) <u>Reference to Trademark Security Agreement</u>. The Security Agreement, each of the other Loan Documents, and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof, or pursuant to the terms of the Loan Agreement, are hereby amended so that any reference therein to the Security Agreement shall mean a reference to the Security Agreement as amended by this Amendment.
- (c) <u>Loan Agreement Remains in Effect</u>. The Loan Agreement and the other Loan Documents remain in full force and effect and Debtor ratifies and confirms its agreements and covenants contained in each Loan Document to which it is a party.
- (d) <u>Severability</u>. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- (e) <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. [Delivery of executed counterparts to the documents described in Section 5 by telecopy or electronic mail shall be effective as delivery of originally executed counterparts, provided that such originally executed counterparts shall be delivered to Secured Party as promptly as practicable, but in no event later than 5 business days following the date hereof.]
- (f) <u>Headings</u>. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.
- (g) <u>NO ORAL AGREEMENTS</u>. THIS AMENDMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS AS WRITTEN, REPRESENTS THE FINAL AGREEMENT AMONG SECURED PARTY AND DEBTOR AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT

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ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG SECURED PARTY AND DEBTOR.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

BUTLER HOME PRODUCTS, LLC,
a Delaware limited liability company
By:  Jerry Vigliotti  Senior Vice President  Chief Financial Officer
BANK OF AMERICA, N.A., as Agent
By: Name: Title:

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IN WITNESS WHEREOF, the parties have entered into this Amendment by their respective duly authorized officers as of the date first above written.

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By:	Jerry Vigliotti
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	Senior Vice President
	Chief Financial Officer
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	Title:
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ANNEX 1

# SCHEDULE A to ${\tt PATENT} \ {\tt AND} \ {\tt TRADEMARK} \ {\tt SECURITY} \ {\tt AGREEMENT}$

Patents and Patent Applications

See Attached

-1-

W02-LA:LJB\70948967.1

Case Number/	Case Type	Application Number/Date	Patent Number/Date	Status Expiration Date	
E0231.70001US00	ORD	08/636284 23-Apr-1996	5826297 27-Oct-1998	Granted 23-Apr-2016	
IMPROVED DUSTPAN U	TILITY PATEN				
E0231.70002US00	ORD	08/684176 19-Jul-1996	5642551 01-Jul-1997	Granted 19-Jul-2016	
TWIST MOP					
E0231.70003US00	ORD	08/798854 12-Feb-1997	5819356 13-Oct-1998	Granted 19-Jul-2016	
TWIST MOP (CIP OF E02	231/7002)				
E0231.70004US00	ORD	08/841441 22-Apr-1997	5920942 13-Jul-1999	Granted 13-Jul-2016	
COMBINATION MOP A	ND WIPER				
E0231.70005US00	DES	29/075479 19-Jun-1997	D398115 08-Sep-1998	Granted	
DUST PAN (DESIGN) DE	SIGN PATENT (	(FWC OF E0231/7000	, S/N 29/050,/4/)		
E0231.70008US00	DES	29/087186 28-Apr-1998	D417934 21-Dec-1999	Granted	
MOP HEAD					
E0231.70014US00	DES	29/162006 06-Jun-2002	D468503 07-Jan-2003	Granted	
MOP HANDLE					
		20/1/2003	D468502	Crontod	
E0231.70015US00  MOP HANDLE	DES	29/162001 06-Jun-2002	D468502 07-Jan-2003	Granted	

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Case Number/	Case Type	Application Number/Date	Patent Number/Date	Status Expiration Date	
BROOM AND DUSTPAN KIT	ORD	10/340531 10-Jan-2003	6902060 07-Jun-2005	Granted	
	ORD	09/067281 27-Apr-1998	6058548 09-May-2000	Granted	
REMOVABLE CLEANING ELI	EMENT FI	ROM MOP			

# SCHEDULE B to PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Service Marks

See Attached

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W02-LA:LJB\70948967.1

Country: CANADA

Trademark	Case Number	Status/ Class(es)	Application Number/Date	Registration Number/Date
BUTLER (BLOCK)	E0231.20037CA00	Registered	1084115	638877
	Register: N/A	N/A	27-Nov-2000	03-May-2005
DVELTE OF THE LAND	Goods: Brooms, mops, floor and		1008458	
BUTLER (Design plus cha	racter(s)) E0231.20014CA00	Registered	1008438 15-Mar-1999	635861
	Register: N/A	N/A		22-Mar-2005
DUSTALL & DESIGN (W (Stylized))	Goods: Brooms, mops, floor and Mark E0231.20035CA00 Register: N/A			

<b>Frademark</b>	Case Number	Status/ Class(es)	Application Number/Date	Registration Number/Date
ALWAYS ANOTHER	E0231.20025US00	Registered	75/033265	2088269
NEAT IDEA (BLOCK)	Register: P	21 Int.	15-Dec-1995	12-Aug-1997
G	oods: Dust pans, brooms, mor bowl brushes, lint brushe	os, replacement mop head at es, scouring sponges, and w		oor and scrubbing brushes
BOWLER (Word Mark (Stylized		Registered	73/572511	1401250
	Register: P	21 Int.	09-Dec-1985	15-Jul-1986
<i>G</i>	oods: Bowl brushes.	Marie 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
BUTLER & DESIGN (Word	E0231.20002US00	Registered	73/572322	1406766
/Iark (Stylized))	Register: P	21 Int.	09-Dec-1985	26-Aug-1986
G	loods: Dustpan and brush com	binations.	***************************************	
BUTLER (Design plus character(		Registered	74/087428	1717106
	Register: P	21 Int.	13-Aug-1990	15-Sep-1992
G	loods: Brooms, mops, floor an	d scrubbing brushes, dustpa	ans, scouring sponges, and i	roning board covers.
BUTLER DESIGN (Miscellaneou		Registered	73/572466	1403189
Design)	Register: P	21 Int.	09-Dec-1985	29-Jul-1986
<i>G</i>	Coods: Dustpan and brush com	binations.		
CHAM-IT (BLOCK)	E0231.20020US00	Registered	74/379704	1873302
	Register: P	21 Int.	15-Apr-1993	10-Jan-1995
G	Goods: Wiping cloths.			
OUST HANDLER (Word Mark	E0231.20004US00	Registered	73/572512	1402215
Stylized))	Register: P	21 Int.	09-Dec-1985	22-Jul-1986
G	Goods: Mops, namely dry mop	s, including cotton and woo	ol mitt mops and refills ther	efor, and feather dusters.
OUSTALL (BLOCK)	E0231.20035US00	Registered	75/810871	2582962
` ,	Register: P	21 Int.	29-Sep-1999	18-Jun-2002
G	Goods: Dust mops.			
GRIMEFIGHTER (Word Mark	E0231.20005US00	Registered	73/572279	1401249
Stylized))	Register: P	21 Int.	09-Dec-1985	15-Jul-1986
G	<b>Goods:</b> Household cleaning im with floor scrubbers.	plements-namely, mops an	d mop attachments and refi	lls, including sponge mop

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Trademark	Case Number	Status/ Class(es)	Application Number/Date	Registration Number/Date
LINT GRABBER (Word Mark (Stylized))	Register: P	Registered 21 Int.	73/572364 09-Dec-1985	1402214 22-Jul-1986
	Goods: Lint removers.			
NEAT SWEEP (BLOCK)	E0231.20036US00 Register: P	Registered 21 Int.	75/874366 17-Dec-1999	2505422 06-Nov-2001
	Goods: Dust pans and brooms.			
POWER BRUSH (BLOCK)	E0231.20023US00 <i>Register:</i> P	Registered 21 Int.	74/622404 18-Jan-1995	2009054 15-Oct-1996
	Goods: Toilet bowl brushes.			
SCRUB BOB (BLOCK)	E0231.20017US00 <i>Register:</i> P	Registered 21 Int.	74/215286 24-Oct-1991	1789888 24-Aug-1993
	Goods: Scrub brush with a hand grip.			
SHORT SHOVEL (BLOCK)	E0231.20016US00 <i>Register:</i> P	Registered 21 Int.	74/197795 26-Aug-1991	1700604 14-Jul-1992
	Goods: Dust pans.		<i>5</i>	
STEP-ON-IT (BLOCK)	E0231.20024US00	Registered	75/033216	2078081
	Register: P Goods: Dust pan.	21 Int.	15-Dec-1995	08-Jul-1997
SUBURBANITE (BLOCK)	E0231.20010US00	Registered	72/040331	666873
	Register: P Goods: Dry and wet mops.	21 Int.	08-Nov-1957	09-Sep-1958
SUBURBANITE (BLOCK)	E0231.20000US00 <i>Register:</i> P	Registered 21 Int.	73/365516 20-May-1982	1245044 12-Jul-1983
	Goods: Brooms, Brushes, Sponges.	22		
SUPER MOP (BLOCK)	E0231.20022US00 Register: S	Registered 21 Int.13-Jun-1995	74/471520	1900232
	Goods: Cleaning mop.	21 Mic.15-Juli-1775		

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Trademark	Case Number	Status/ Class(es)	Application Number/Date	Registration Number/Date
SWISH		Pending	78/587146	
	Register:	21 Int.	15-Mar-2005	
	Goods: Mops and toilet bowl b	orushes.		
CLEANALL		Registered	78/297097	2875000
	Register:	21 Int.	08-Sep-2003	17-Aug-2004
	Goods: Cleaning cloths.			_
BROOM IN A BOX		Registered	78/234525	2962662
	Register:	21 Int.	07-Apr-2003	14-Jun-2005
	Goods: Unassembled brooms sold in boxes.			
MOP IN A BOX	,	Registered	78/234518	2980201
	Register:	21 Int.	07-Apr-2003	26-Jul-2005
	Goods: Unassembled mops sold in boxes.			
SQUIRT		Registered	76/603613	3025705
	Register:	21 Int.	23-Jul-2004	13-Dec-2005
	Goods: Wet mops and refill cle	eaning pads.		
SQUIRT		Registered	76/502800	2905363
	Register:	21 Int.	01-Apr-2003	23-Nov-2004
	Goods: Wet mops.			
BUTLER'S EDGE		Registered	75/380957	2283916
	Register:	21 Int.	28-Oct-1997	05-Oct-1999
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TRADEMARK
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**RECORDED: 05/17/2006**