

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hi-Lex LLC		05/24/2007	LIMITED LIABILITY COMPANY: DELAWARE
APG, Inc.		05/24/2007	CORPORATION: INDIANA
KIK Custom Products, Inc.		05/24/2007	CORPORATION: TEXAS
KIK Holdco Company		05/24/2007	Unlimited company: CANADA

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	Bank:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	77032106	DAYBRIGHT
Registration Number:	2427324	PETALS
Registration Number:	0923402	HI-LEX BLEACH
Registration Number:	0927090	HI-LEX
Registration Number:	1263346	6-40
Registration Number:	1639270	ACCRA PAC GROUP
Registration Number:	0847272	HOT-AIR
Registration Number:	3206531	CITRUS FUSION
Registration Number:	2468720	FABRIC FRIENDLY
Registration Number:	2424398	FIBER FRIENDLY
Serial Number:	76612377	FIELD BREEZE

CH \$365.00 77032106

Registration Number:	2610799	
Serial Number:	76612378	SUMMIT FRESH
Serial Number:	77139072	WHOLE HOME

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31690
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/07/2007

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2007, by HI-LEX LLC, a Delaware corporation, APG, INC., an Indiana corporation, KIK CUSTOM PRODUCTS, INC., a Texas corporation, and KIK HOLDCO COMPANY, a Nova Scotia unlimited company (each a "Grantor" and, collectively, the "Grantors"), in favor of CREDIT SUISSE, in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are parties, to a Second-Lien Security Agreement dated as of May 24, 2007 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Grantors hereby agree with the Collateral 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. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

(a) the Trademarks of such Grantor listed on Schedule I attached hereto; provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) all Proceeds of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors each hereby acknowledge and affirm

that the rights and remedies of the Collateral Agent with respect to the security interest 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. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor, at the sole cost and expense of each Grantor, 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.

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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor 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,

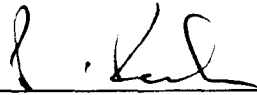
HI-LEX LLC,

By: 
Name: Paul R. Richardson
Title: Manager

[Signature Page to Second-Lien Trademark Security Agreement]

TRADEMARK
REEL: 003556 FRAME: 0982

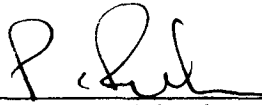
APG, INC.,

By: 
Name: Paul R. Richardson
Title: President

[Signature Page to Second-Lien Trademark Security Agreement]

TRADEMARK
REEL: 003556 FRAME: 0983


KIK CUSTOM PRODUCTS, INC.,

By: 
Name: Paul R. Richardson
Title: President

[Signature Page to Second-Lien Trademark Security Agreement]

TRADEMARK
REEL: 003556 FRAME: 0984

KIK HOLDCO COMPANY,

By: 
Name: Paul R. Richardson
Title: Chief Executive Officer

[Signature Page to Second-Lien Trademark Security Agreement]

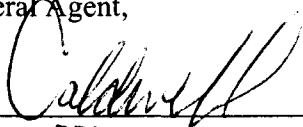
TRADEMARK
REEL: 003556 FRAME: 0985

Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,

as Collateral Agent,

By:


Name: **BRIAN T CALDWELL**
Title: **DIRECTOR**


Name: **DENISE L. ALVAREZ**
Title: **ASSOCIATE**

[SIGNATURE PAGE TO SECOND-LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003556 FRAME: 0986


(Second Lien)

Schedule 11(B)

Intellectual Property

U.S. TRADEMARKS

Hi-Lex LLC

Trademark	App./Reg. No.	App./Reg. Date	Status
DAYBRIGHT	77/032,106	October 30, 2006	Pending
PETALS	2,427,324	February 6, 2001	Registered
HI-LEX	0,927,090	January 18, 1972	Registered and renewed
HI-LEX BLEACH & DESIGN 	0,923,402	November 9, 1971	Registered and renewed
6-40	1,263,346	January 10, 1984	Registered and renewed


APG, Inc.

Trademark	App./Reg. No.	App./Reg. Date	Status
ACCRA PAC GROUP	1,639,270	March 26, 1991	Registered and renewed

KIK Custom Products, Inc.

Trademark	App./Reg. No.	App./Reg. Date	Status
HOT-AIR	0,847,272	April 9, 1968	Registered and renewed

KIK Holdco Company

Trademark	App./Reg. No.	App./Reg. Date	Status
CITRUS FUSION	3,206,531	February 6, 2007	Registered
FABRIC FRIENDLY	2,468,720	July 17, 2001	Registered
FIBER FRIENDLY	2,424,398	January 30, 2001	Registered
FIELD BREEZE	76/612,377	September 21, 2004	Pending
Design Mark 	2,610,799	August 20, 2002	Registered
SUMMIT FRESH	76/612,378	September 21, 2004	Pending
WHOLE HOME	77/139,072	March 23, 2007	Pending

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