

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Huish Detergents, Inc.		04/26/2007	CORPORATION: UTAH

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	0441802	CITRUS
Registration Number:	0569580	SUN
Registration Number:	0650680	SUN
Registration Number:	0652842	O-SO KLEEN
Registration Number:	1129426	SUNSHINE FRESH
Registration Number:	1513272	SOL
Registration Number:	1460552	LAUNDRO KING
Registration Number:	1527695	VOGUE
Registration Number:	1603305	WHITE KING
Registration Number:	1618291	SUN
Registration Number:	1567865	VISTA
Registration Number:	1640169	CLOUT
Registration Number:	1959986	CITRUS
Registration Number:	2001463	SUN

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Registration Number:	2019393	CLOUT
Registration Number:	2100398	COLOR KEEPER
Registration Number:	2196458	SUN
Registration Number:	2616110	COLOR SECURE
Registration Number:	2031263	INDUSTRIAL CHOICE
Registration Number:	2610602	TRU COLOR
Registration Number:	2714500	SUN SATIONS
Registration Number:	2710858	CUDDLE SOFT
Registration Number:	3228283	WINTREE
Registration Number:	2884867	TROPICAL BREEZE
Registration Number:	2813945	SOFT BREEZE
Registration Number:	2843724	SUN
Registration Number:	2960206	VOLT
Registration Number:	2944470	SPRING BREEZE
Registration Number:	2890822	FOR A SUNSHINE FRESH LAUNDRY
Registration Number:	2797274	PILLOW SOFT
Registration Number:	2982764	TROPICAL BREEZE

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509335/1054
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	07/11/2007

Total Attachments: 5
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**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 26, 2007 is made by HUIISH DETERGENTS, INC. a Utah corporation located at 15 West South Temple, Suite 1400, Salt Lake City, UT 84101-1535 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of April 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among AcquiCo, Obligor (together with AcquiCo, the "Borrowers"), Holdings, the Lenders, the Collateral Agent, JPMORGAN CHASE BANK, N.A., as administrative agent, J.P. MORGAN SECURITIES INC. and BANC OF AMERICA SECURITIES LLC, as joint lead arrangers and as joint bookrunners, and Bank of America, N.A., as syndication agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrowers executed and delivered a Second Lien Guarantee and Security Agreement, dated as of April 26, 2007, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Security Agreement");

WHEREAS, pursuant to the Second Lien Security Agreement, the Obligor pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademark Collateral (defined herein); and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Obligor agrees, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment and performance of the Obligations. Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no pledge or grant of a security interest shall be deemed granted by the Obligor, in any intent-to-use trademark or service mark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Second Lien Security Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECOND LIEN GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 7 day of June, 2007.

HUISH DETERGENTS, INC.

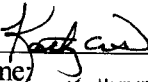
By: Douglas L. Brewster

Name: Douglas L. Brewster

Title: Executive Vice President

Accepted and Agreed to:

JP MORGAN CHASE BANK, N.A.
as Collateral Agent for the Lenders

By: 
Name: _____
Title: Kathryn A. Duncan
Managing Director

SCHEDULE A

U.S. Trademarks and Applications

Owner	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Huish Detergents, Inc.	CITRUS and Design	71/523,187	5/28/1947	441802	1/4/1949
Huish Detergents, Inc.	SUN	71/628,769	4/26/1952	569580	1/20/1953
Huish Detergents, Inc.	SUN	72/019,606	11/20/1956	650680	8/20/1957
Huish Detergents, Inc.	O-SO KLEEN	72/019,716	11/21/1956	652842	10/8/1957
Huish Detergents, Inc.	SUNSHINE FRESH	73/160,118	2/27/1978	1129426	1/22/1980
Huish Detergents, Inc.	SOL	73/647,496	3/2/1987	1513272	11/22/1988
Huish Detergents, Inc.	LAUNDRO KING (stylized)	73/649,535	3/16/1987	1460552	10/13/1983
Huish Detergents, Inc.	VOGUE	73/743,965	8/4/1988	1527695	3/7/1989
Huish Detergents, Inc.	WHITE KING	73/790,688	4/3/1989	1603305	6/26/1990
Huish Detergents, Inc.	SUN	73/790,936	4/3/1989	1618291	10/23/1990
Huish Detergents, Inc.	VISTA	73/790,938	4/3/1989	1567865	11/28/1989
Huish Detergents, Inc.	CLOUT	74/064,442	5/31/1990	1640169	4/19/1991
Huish Detergents, Inc.	CITRUS	74/613,129	12/20/1994	1959986	3/5/1996
Huish Detergents, Inc.	SUN	75/003,314	10/10/1995	2001463	9/17/1996
Huish Detergents, Inc.	CLOUT	75/052,138	2/2/1996	2019393	11/26/1996
Huish Detergents, Inc.	COLOR KEEPER	75/126,434	6/27/1996	2100398	9/23/1997
Huish Detergents, Inc.	SUN	75/219,376	12/30/1996	2196458	10/13/1998
Huish Detergents, Inc.	COLOR SECURE	75/379,218	10/24/1997	2616110	9/10/2002
Huish Detergents, Inc.	INDUSTRIAL CHOICE	75/975,450	4/19/1993	2031263	1/4/1997
Huish Detergents, Inc.	TRU COLOR	76/204,906	2/5/2001	2610602	8/20/2002
Huish Detergents, Inc.	SUN SATIONS	76/339,762	11/15/2001	2714500	5/6/2003
Huish Detergents, Inc.	CUDDLE SOFT	76/358,979	1/14/2002	2710858	4/29/2003
Huish Detergents, Inc.	WINTREE	76/404,806	5/9/2002	3228283	4/10/2007
Huish Detergents, Inc.	TROPICAL BREEZE	76/449,020	9/13/2002	2884867	9/14/2004
Huish Detergents, Inc.	SOFT BREEZE	76/467,305	11/15/2002	2813945	2/10/2004
Huish Detergents, Inc.	SUN	76/472,879	12/9/2002	2843724	5/18/2004
Huish Detergents, Inc.	VOLT	76/479,413	12/31/2002	2960206	6/7/2005
Huish Detergents, Inc.	SPRING BREEZE	76/482,328	1/14/2003	2944470	4/26/2005
Huish Detergents, Inc.	FOR A SUNSHINE FRESH LAUNDRY	76/487,238	2/4/2003	2890822	10/5/2004
Huish Detergents, Inc.	PILLOW SOFT	76/487,239	2/4/2003	2797274	12/23/2003
Huish Detergents, Inc.	TROPICAL BREEZE	76/594,784	5/26/2004	2982764	8/9/2005