

08-27-2007



103439859

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/200)
Tab settings

To the Honorable Commissioner

Attached original documents or copy thereof.

8.22.07

1. Name of conveying party(ies):

Holliston, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 08/17/07

2. Name and address of receiving party(ies)

Name: National City Business Credit, Inc.

Internal Address: _____

Street Address: 20 Stanwix Street, 19th Floor

City: Pittsburgh State: PA Zip: 15222

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ohio
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,973,616

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Melissa A. Kistorick, Paralegal

Internal Address: _____

Street Address: Thorp Reed & Armstrong, LLP
One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 3.41).....\$ 790.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jenifer S. Tarasi, Esquire
Name of Person Signing

Jenifer S. Tarasi
Signature

August 21, 2007
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/24/2007 BYRNE 00000046 2973616

01 FC:8521
02 FC:8522

40.00 DP
750.00 DP

TRADEMARK
REEL: 003610 FRAME: 0714

4. B Additional Trademark Registration Nos.

509,338
1,495,068
1,495,067
2,643,252
2,965,343
2,414,410
1,495,069
2,111,282
1,648,846
509,874
1,648,190
509,875
1,515,338
2,219,531
3,119,254
509,876
2,961,547
508,195
77/086,654
1,521,761
1,651,928
3,163,446
3,036,642
1,849,349
2,113,032
77/171,913
77/171,901
984,027
77/116,318
3,017,518

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, Holliston LLC, a Delaware limited liability company (the "Grantor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit and Security Agreement, dated of even date herewith, by and among the Grantor, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, National City Business Credit, Inc., an Ohio corporation (the "Grantee") and National City Bank, a national banking association, as Issuer (the "Issuer") (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), the Grantor is obligated to the Grantee and the Issuer, and the Grantor has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Grantee (for its benefit and the benefit of the Issuer); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee (for its benefit and the benefit of the Issuer), a mortgage on, pledge of and security interest in all right, title and interest of the Grantor in and to the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby grant to the Grantee (for its benefit and the benefit of the Issuer) a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee (for its benefit and the benefit of the Issuer) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Grantee's address is 1965 East Sixth Street, 4th Floor, Cleveland, Ohio 44114.

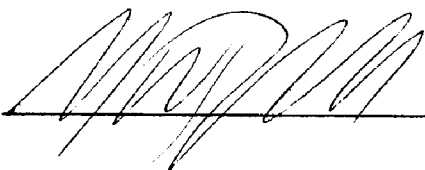
[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Interest to be duly executed on the 17th day of August, 2007.

GRANTOR:

WITNESS:

Holliston LLC,
a Delaware limited liability company



By:  (Seal)

Name: Lawrence C. Maston

Title: President

SCHEDULE A**TRADEMARKS****US Trademarks**

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REG. DATE
ABRASITUFF	2,973,616	7/19/05
ALIBI (Stylized)	509,338	5/3/49
ARRESTOX	1,495,068	7/5/88
CENTENNIAL	1,495,067	7/5/88
CORINTHIAN	2,643,252	10/29/02
DATA-MATE	2,965,343	7/5/05
DECOR SHADELIN	2,414,410	12/19/00
DEVON	1,495,069	7/5/88
DIGITEX	2,111,282	11/4/97
ENVIRO-MATE	1,648,846	6/25/91
ESSEX (Stylized)	509,874	5/17/49
GALAXY	1,648,190	6/18/91
GRANADA (Stylized)	509,875	5/17/49
HOLLISTON & Design	1,515,338	12/6/88
ICG & Design	2,219,531	1/19/99
ICG HOLLISTON & Design	3,119,254	7/25/06
IDEAL (Stylized)	509,876	5/17/49
IMPERIUM	2,961,547	6/7/05
IMPREGLIN	508,195	4/5/49
IMPRESSIONS	77/086,654	1/19/07
KENNETT	1,521,761	1/24/89
LINEN-SET	1,651,928	7/23/91
LUMINAIRE	3,163,446	10/24/06
NOUVELLE	3,036,642	12/27/05
OPTIMA	1,849,349	8/9/94
PEARL LINEN	2,113,032	11/11/97
PERFORMANCE 7	77/171,913	5/3/07
PERFORMANCE 9	77/171,901	5/3/07
ROXITE	984,027	5/14/74
SECURE-MATE	77/116,318	2/26/07
STURDITE	3,017,518	11/22/05

Canadian Trademarks

TRADEMARK	REG. NO.	REG. DATE
CORINTHIAN	TMA602,977	2/23/04
ENVIRO-BUCKRAM	TMA431,845	8/12/94