



12-04-2007



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

Form PTO-1594 R
(Rev. 10-02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

11-29-07

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Anchor Acquisition, LLC

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

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

2. Name and address of receiving party(ies)
Name: National City Business Credit, Inc.
Internal
Address: _____
Street Address: 1965 East 6th Street, 4th Fl
City: Cleveland State: OH Zip: 44114

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: _____

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2507211

 Additional number(s) attached Yes No

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

7. Total fee (37 CFR 3.41).....\$ 215.00
 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

12/03/2007 REGISTRE 00000054 2507211
 01 FC:8521
 02 FC:8522
 40.00 CP
 175.00 CP
 11/28/07 Date

Total number of pages including cover sheet, attachments, and document:
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 003671 FRAME: 0484

4. B Additional Trademark Registration Nos.

1450874
1697679
2442981
1668558
2258799
1406765
1576402

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, Anchor Acquisition, LLC, a Delaware limited liability company (the "Borrower"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit and Security Agreement, dated April 20, 2007, by and among the Borrower, the other Borrowers (as defined in the Credit Agreement (as hereinafter defined)) party thereto, Anchor Holdings, Inc., a Delaware corporation (the "Guarantor"), the other Guarantors (as defined in the Credit Agreement) party thereto, National City Business Credit, Inc., an Ohio corporation ("NCBC"), and various other financial institutions from time to time (NCBC and such other financial institutions are each a "Lender" and, collectively, the "Lenders"), NCBC as administrative and collateral agent for the Lenders and the Issuer (as defined in hereinafter) and National City Bank, a national banking association, as the letter of credit issuer (the "Issuer"), as amended by (i) that certain First Amendment to Credit and Security Agreement, dated June 1, 2007 and (ii) that certain Second Amendment to Credit and Security Agreement, dated of even date herewith (as further amended, modified, supplemented or restated from time to time, the "Credit Agreement"), the Borrower has entered into that certain Patent, Trademark and Copyright Security Agreement, dated April 20, 2007 (the "Security Agreement"), in favor of the Agent (for its benefit and for the benefit of the Lenders and the Issuer); and

WHEREAS, pursuant to the Security Agreement, the Borrower has granted to the Agent (for its benefit and for the benefit of the Lenders and the Issuer), a mortgage on, pledge of and security interest in all right, title and interest of the Borrower in and to the Trademarks, together with all the goodwill of the business symbolized by 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 Borrower does hereby further grant to the Agent (for its benefit and for the benefit of the Lenders and the Issuer) a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent (for its benefit and for the benefit of the Lenders and 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 Agent's address is 1965 East 6th Street, 4th Floor, Cleveland, Ohio 44114.

IN WITNESS WHEREOF, the Borrower has caused this Notice of Security Interest to be duly executed on the 19 day of November, 2007.


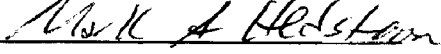
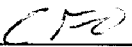
WITNESS:

Anchor Acquisition, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Borrower has caused this Notice of Security Interest to be duly executed on the 19 day of November, 2007.

WITNESS:

Anchor Acquisition, LLC

Maugh Line

By: [Signature]

Name: Mark A Hedden

Title: CEO

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Country	Status	Appn No.	Filing Date	Regn No.	Regn Date	Class
AQUATIC GARDEN	United States of America	Registered	78/026108	15-Sept-2000	2507211	13-Nov-2001	21 Int.
COMPLEMENTS	United States of America	Registered	73/637.021	23-Dec-1986	1450874	4-Aug-1987	21 Int.
PRESENTATIONS	United States of America	Registered	74/140934	14-Feb-1991	1697679	30-Jun-1992	21 Int.
SAHARA	United States of America	Registered	75/381285	29-Oct-1997	2442981	10-Apr-2001	21 Int.
EUROPA	United States of America	Registered	74/146251	11-Mar-1991	1668558	17-Dec-1991	21 Int.
BRODY	United States of America	Registered	75/381,151	29-Oct-1997	2258799	6-Jul-1999	21 Int.
COLONY CRAFTS	United States of America	Registered	73/570819	29-Nov-1985	1406765	26-Aug-1986	21 Int.
GRID-LOK	United States of America	Registered	73/787957	20-Mar-1989	1576402	9-Jan-1990	20 Int.