

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement with Special Power of Attorney

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magla Products, L.L.C.		01/11/2008	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0686274	MAGLA
Registration Number:	2897503	NYPLEX
Registration Number:	1015527	EASY WIPE
Registration Number:	2745025	ZIP-LOADER
Registration Number:	1221765	MAGLA
Registration Number:	3033071	HUSKY
Registration Number:	1114332	MAGLA WHIRL
Registration Number:	2966694	PRETTY HANDS
Serial Number:	77096560	STEP 'N GRIP

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-564-8108
 Email: kgibson@stradley.com

CH \$240.00 0686274

Correspondent Name: Maria J. Wing, Esquire
Address Line 1: 2600 One Commerce Square
Address Line 2: Stradley Ronon Stevens & Young, LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	158430-1021
NAME OF SUBMITTER:	Maria J. Wing
Signature:	/mjw/
Date:	01/16/2008

Total Attachments: 4
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SECURITY AGREEMENT

TRADEMARKS

WHEREAS, **MAGLA PRODUCTS, L.L.C.**, a New Jersey limited liability company (herein referred to as the "**Company**"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, the Company is obligated to **THE CIT GROUP/COMMERCIAL SERVICES, INC.** (herein referred to as the "**Lender**"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "**Security Agreement**") in favor of the Lender;

WHEREAS, pursuant to the Security Agreement, the Company has granted to the Lender a security interest in, and mortgage on, all right, title and interest of the Company in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Security Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Security Agreement, and is intended to supplement the Security Agreement and evidence and perfect the Lender's security interest in the Collateral.

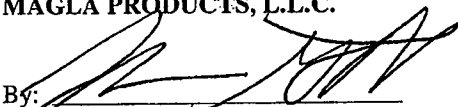
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to the Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Company does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment of, security interest in and mortgage on the 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 herein.

The Lender's address is 11 West 42nd Street, New York, New York 10036.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer this 11th day of January, 2008.

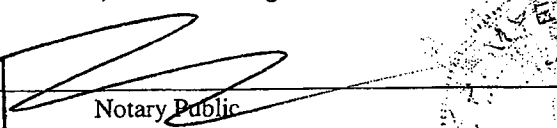
MAGLA PRODUCTS, L.L.C.

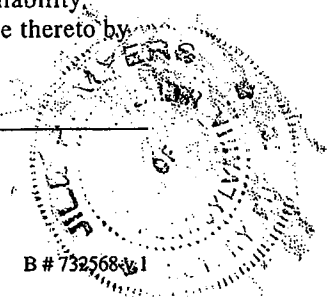
By: 
Name: Jordan M. Glatt
Title: President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

On this 11th day of January, 2008, before me personally came Jordan Glatt, to me known, who being duly sworn, did depose and say, that he is the President of Magla Products, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the resolutions of said limited liability company.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JILL P. MYERS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2011


Notary Public



SCHEDULE A

<u>Serial No.</u>	<u>Registration/Application No.</u>	<u>Mark</u>
72066060	0686274	MAGLA
78331235	2897503	NYPLEX
72448158	1015527	EASY WIPE
78078548	2745025	ZIP LOADER
73120455	1221765	MAGLA
78398387	3033071	HUSKY
73152832	1114332	MAGLA WHIRL
78352566	2966694	PRETTY HANDS
(pending application)	77/096,560	STEP 'N GRIP

SCHEDULE B

None.

B # 732568 v.1

TRADEMARK
REEL: 003697 FRAME: 0535

SPECIAL POWER OF ATTORNEY

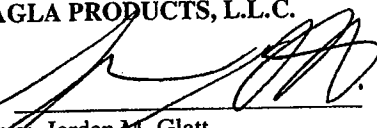
COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

KNOW ALL MEN BY THESE PRESENTS, that **MAGLA PRODUCTS, L.L.C.**, a New Jersey limited liability company (the "**Company**"), having an office at 159 South Street, Morristown, NJ 07962, hereby appoints and constitutes, severally, **THE CIT GROUP/COMMERCIAL SERVICES, INC.** (the "**Lender**"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of the Company:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of the Company in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.
2. Execution and delivery of any and all documents, statements, certificates or other papers which the Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated the date hereof, between the Company and the Lender (the "**Security Agreement**") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "**Obligations**", as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by the Lender.

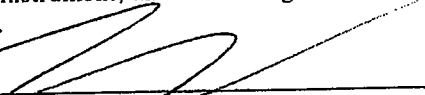
Dated: January 11th, 2008

MAGLA PRODUCTS, L.L.C.
By: 
Name: Jordan M. Glatt
Title: President

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

On this 11th day of January, 2008, before me personally came Jordan Glatt, to me known, who being duly sworn, did depose and say, that he is the President of Magla Products, L.L.C., the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the resolutions of said limited liability company.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JILL P. MYERS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2011


Notary Public



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