

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

6737-105 (4)

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Faucet-Queens Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)
Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 31, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Madison Capital Funding LLC,
Internal _____ as agent

Address: _____

Street Address: 30 S. Wacker

City: Chicago

State: IL

Country: USA Zip: 60606

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

34

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 865

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature
Laura Konrath
Name of Person Signing

1/19/08
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$865.00 232428 77233544

Continuation
Item 4

SCHEDULE 1

TRADEMARKS

UNITED STATES:

**Trademark, Trade Name
or Service Mark**

Registration Number

Blazin' Values	Registration No. 2,735,422
Dollar Stretchers	Registration No. 2,730,404
Firefly	Application No. 77/233,544
Handy Cut	Registration No. 3,126,599
Handy Glides	Registration No. 3,186,194
Handy Hanger	Registration No. 2,489,334
Handy Scrapers	Registration No. 3,189,047
Handy Trap	Registration No. 3,183,124
Helping Hand	Registration No. 1,250,252
Helping Hand	Registration No. 1,453,190
Helping Hand	Registration No. 1,489,228
Helping Hand	Registration No. 1,744,249
Helping Hand	Registration No. 2,994,302
Helping Hand	Registration No. 3,055,520
Helping Hand	Registration No. 3,108,235
Helping Hand (Logo)	Registration No. 3,054,734
Helping Hand (Logo)	Registration No. 3,055,521
Helping Hand (Logo)	Registration No. 1,572,889
Helping Hand (Logo)	Registration No. 1,765,931
Helping Hand (Logo)	Registration No. 1,810,797
Helping Hand (Logo)	Registration No. 1,928,076
Helping Hand (Logo)	Registration No. 2,416,889
Helping Hand (Logo)	Registration No. 3,345,380
Helping Hand (Symbol)	Registration No. 1,363,217
Latitude	Application No. 77/195,899
Latitude (Logo)	Application No. 77/236,318
Latitude (Symbol)	Application No. 77/236,342
Shampoo 'N Rinse	Registration No. 934,705
Sizzlin' Savings	Registration No. 2,744,249
Sock Locks	Registration No. 3,192,076
SPRITZER	Registration No. 921,822
Tools with a Twist	Registration No. 2,958,236
Tools with a Twist	Registration No. 2,953,511
Weekend Warrior	Application No. 78/674,090

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TRADEMARK SECURITY AGREEMENT
**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, The Faucet-Queens Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 31, 2007 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 31, 2007 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (A) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (B) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

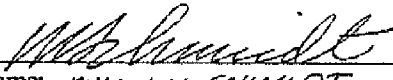
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 31 day of December, 2007.

THE FAUCET-QUEENS INC.

By: 
Name: *WILLIAM SCHMIDT*
Title: *PRESIDENT/CEO*

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____
Name:
Title:


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ____ day of December, 2007.

THE FAUCET-QUEENS INC.

By: _____
Name:
Title:

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: 
Name: *Devon M. Russell*
Title: *Managing Director*

SCHEDULE 1

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Latitude (Symbol)	Application No. 77/236,342
Shampoo 'N Rinse	Registration No. 934,705
Sizzlin' Savings	Registration No. 2,744,249
Sock Locks	Registration No. 3,192,076
SPRITZER	Registration No. 921,822
Tools with a Twist	Registration No. 2,958,236
<i>Tools with a Twist</i>	Registration No. 2,953,511
Weekend Warrior	Application No. 78/674,090

FOREIGN:

Trademarks, Trade Name
and Service Marks

Registration Number

Argentina:

Faucet Queen	Registration No. 1,854,615
Faucet Queen	Registration No. 1,853,119
Faucet Queen	Registration No. 1,853,120
Helping Hand	Registration No. 1,853,113
Faucet Queen (Logo)	Registration No. 1,853,111
Faucet Queen (Logo)	Registration No. 1,853,110
Faucet Queen (Logo)	Registration No. 1,853,108
Helping Hand	Registration No. 1,853,114
Helping Hand	Registration No. 1,853,115
Helping Hand	Registration No. 1,853,116
Helping Hand	Registration No. 1,853,117
Helping Hand (Symbol)	Registration No. 1,853,118
Helping Hand (Symbol)	Registration No. 1,854,167
Helping Hand (Symbol)	Registration No. 1,854,169

Brazil:

Faucet Queen	Application No. 822848430
Faucet Queen	Application No. 822848449
Faucet Queen	Application No. 822848422
Faucet Queen (Logo)	Application No. 822985713
Faucet Queen (Logo)	Application No. 822985721
Faucet Queen (Logo)	Application No. 822982544
Helping Hand	Application No. 822848376
Helping Hand	Application No. 822848384
Helping Hand	Application No. 822848392
Helping Hand	Application No. 822848406
Helping Hand	Application No. 822848414
Helping Hand (Symbol)	Application No. 822985683
Helping Hand (Symbol)	Application No. 822985691
Helping Hand (Symbol)	Application No. 822985705

Canada:

Faucet Queen	Registration No. TMA339888
Helping Hand	Application No. 1286177
Helping Hand	Registration No. TMA684172
Helping Hand (Logo)	Application No. 1286178
Helping Hand (Logo)	Registration No. TMA685501
Helping Hand (Symbol)	Registration No. TMA320026
Latitude	Application No. 1368204

European Community:

Latitude	Application No. 006407357
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Mexico:

Faucet Queen	Registration No. 725,380
Faucet Queen	Registration No. 681,193

Faucet Queen	Registration No. 715,263
Faucet Queen (Logo)	Registration No. 728,538
Faucet Queen (Logo)	Registration No. 681,012
Faucet Queen (Logo)	Registration No. 854,644
Helping Hand	Registration No. 917,776
Helping Hand	Application No. 653,529
Helping Hand	Registration No. 930,815
Helping Hand	Registration No. 930,816
Helping Hand	Registration No. 949,804
Helping Hand	Registration No. 725,379
Helping Hand	Registration No. 681,192
Helping Hand	Registration No. 776,027
Helping Hand	Registration No. 681,191
Helping Hand	Registration No. 863,173
Helping Hand (Logo)	Registration No. 958,275
Helping Hand (Logo)	Registration No. 944,716
Helping Hand (Logo)	Registration No. 978,424
Helping Hand (Symbol)	Registration No. 683,091
Helping Hand (Symbol)	Registration No. 713,118
Helping Hand (Symbol)	Registration No. 728,537

Venezuela:

Faucet Queen	Registration No. P249862
Faucet Queen	Registration No. P249863
Faucet Queen	Registration No. P249858
Helping Hand	Registration No. P249859
Helping Hand	Registration No. P249860
Helping Hand	Registration No. P249861
Helping Hand (Symbol)	Application No. 121235-2000
Helping Hand (Symbol)	Application No. 021236-2000
Helping Hand (Symbol)	Application No. 021237-2000

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