

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Focus Products Group, LLC		10/16/2009	LIMITED LIABILITY COMPANY: ILLINOIS
Sensible Storage, LLC		10/16/2009	LIMITED LIABILITY COMPANY: ILLINOIS
AMCO Houseworks, LLC		10/16/2009	LIMITED LIABILITY COMPANY: ILLINOIS
West Bend Housewares, LLC		10/16/2009	LIMITED LIABILITY COMPANY: ILLINOIS
Focus Bakeware, LLC		10/16/2009	LIMITED LIABILITY COMPANY: ILLINOIS
Jerdon Products, LLC		10/16/2009	LIMITED LIABILITY COMPANY: ILLINOIS
Swing-A-Way Products, LLC		10/16/2009	LIMITED LIABILITY COMPANY: ILLINOIS
Xtraordinary Home Products, LLC		10/16/2009	LIMITED LIABILITY COMPANY: ILLINOIS
Steelteck, LLC		10/16/2009	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon Street
Internal Address:	NC1-001-15-14
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2807174	HOUSEWORKS

CH \$840.00 2807174

900153511

**TRADEMARK
 REEL: 004140 FRAME: 0866**

Registration Number:	2953674	HOUSEWORKS
Registration Number:	2448401	OJEX
Registration Number:	2465948	ORANGEX
Registration Number:	3011216	RUB-A-WAY
Registration Number:	2679718	I-CESSORIES MODERN DESKTOP
Registration Number:	2778898	LE BATHCLOCK
Registration Number:	2552351	WIREAWAY
Registration Number:	2364046	PRESSED JUICE IS THE BEST JUICE
Registration Number:	3016291	THE BAKEWARE EXPERTS
Registration Number:	2617985	WIRETECH HOME
Registration Number:	2481019	WARMRAILS
Registration Number:	2985137	WONDERBAR
Registration Number:	2995161	PEDI-SMOOTH
Registration Number:	1107135	THE BEAUTY CLINIC
Registration Number:	2130599	SITLAX
Registration Number:	2753927	STEELTEK
Registration Number:	2762453	PREENA
Registration Number:	3236009	
Registration Number:	3126623	SWING-A-WAY
Registration Number:	3386748	POWER TOWER
Registration Number:	3357546	PROFERRED
Registration Number:	3314058	QUIKSERVE
Registration Number:	3270285	MIX 'N STIR
Registration Number:	3214288	PRESS 'N CLOSE
Registration Number:	3263182	SCRUB2
Registration Number:	3555041	SLICE SOLUTIONS
Registration Number:	3270284	TILT 'N SCRUB
Serial Number:	77306695	CHEFABLES
Serial Number:	77754355	BONE DRY
Serial Number:	77772113	WIRETECH
Serial Number:	78454764	PEDI-SMOOTH
Registration Number:	2953147	ADVANCED PERFORMANCE

CORRESPONDENCE DATA

Fax Number: (312)706-9154

TRADEMARK
REEL: 004140 FRAME: 0867

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127018022
Email: cdiehl@mayerbrown.com
Correspondent Name: Chad A. Diehl
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	08101823
NAME OF SUBMITTER:	Chad A. Diehl
Signature:	/Chad A. Diehl/
Date:	01/29/2010

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2009 (this "Agreement"), is made by FOCUS PRODUCTS GROUP, LLC, an Illinois limited liability company (the "Company") and each other Person listed on Schedule S-1 and signatory hereto as a Grantor (together with the Company, the "Grantors"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of October 16, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Company, the financial institutions that are or may from time to time become parties thereto (together with their respective successors and assigns, the "Lenders") and the Administrative Agent, the Lenders have severally agreed to continue the Loans and further extend credit to the Company; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Second Amended and Restated Guaranty and Collateral Agreement, dated as of October 16, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 5.7(f) of the Collateral Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of each Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each Lender, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the following (the "Trademark Collateral"):

- (a) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof, and all

applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Item A of Schedule I;

(b) the right to obtain all reissues, extensions or renewals of the foregoing referred to in clause (a) above;

(c) all of the goodwill of the business connected with the use of, and symbolized by, any of the foregoing referred to in clauses (a) and (b) above;

(d) each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including any of the foregoing referred to in Item B of Schedule I;

(e) all common Law and statutory trade secrets and all other confidential, proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of a Grantor, whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to the foregoing;

(f) all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trade Secret; and

(g) all rights to sue at law or in equity for any past or future Infringement thereof, including the right to receive all proceeds (including proceeds of Infringement suits, royalties, income, payments and claims) and damages therefrom.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each Lender under the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. Each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Collateral Agreement and any requirement that the Administrative Agent or any Lender protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of

clause (b)) in accordance with Section 8.17 of the Collateral Agreement. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall terminate in accordance with Section 8.17 of the Collateral Agreement. A Grantor shall be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company or any of its Subsidiaries in accordance with Section 8.17 of the Collateral Agreement. Upon any such Disposition or other permitted transaction or termination, the Administrative Agent will, at the request of and at such Grantor's sole expense, deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, such Trademark Collateral to be released and held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination in accordance with Section 8.17 of the Collateral Agreement.

SECTION 6. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. In the event of a conflict between the provisions of this Agreement and the provisions of the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 8. Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

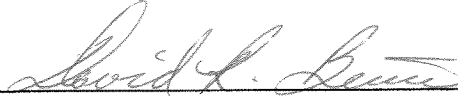
SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 10. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Senior Officer as of the date first above written.

**FOCUS PRODUCTS GROUP, LLC
AMCO HOUSEWORKS, LLC
SENSIBLE STORAGE, LLC
WEST BEND HOUSEWARES, LLC
FOCUS BAKEWARE, LLC
JERDON PRODUCTS, LLC
SWING-A-WAY PRODUCTS, LLC
XTRAORDINARY HOME PRODUCTS, LLC**

By: 
Name: David R. Beine
Title: Vice President, Secretary and General Counsel

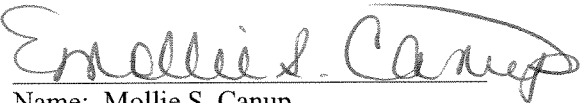
STEELTEK, LLC

By: 

Name: David R. Beine

Title: Vice President, Secretary and General
Counsel

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Mollie S. Canup
Title: Vice President

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Focus Products
Trademark Security Agreement
Signature Page

TRADEMARK
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Schedule S-1

FOCUS PRODUCTS GROUP, LLC

AMCO HOUSEWORKS, LLC

SENSIBLE STORAGE, LLC

WEST BEND HOUSEWARES, LLC

FOCUS BAKEWARE, LLC

JERDON PRODUCTS, LLC

SWING-A-WAY PRODUCTS, LLC

XTRAORDINARY HOME PRODUCTS, LLC

STEELTEK, LLC

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

AMCO HOUSEWORKS, LLC

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
ADVANCED PERFORMANCE	Registered	US	78/186401	11/19/2002	2953147	5/17/2005
HOUSEWORKS	Registered	US	76/361726	1/23/2002	2807174	1/20/2004
HOUSEWORKS	Registered	US	78/319689	10/28/2003	2953674	5/17/2005
OJEX	Registered	US	75/769891	8/6/1999	2448401	5/1/2001
ORANGEX	Registered	US	75/360962	9/22/1997	2465948	7/3/2001
RUB-A-WAY	Registered	US	78/474781	8/27/2004	3011216	11/1/2005
I-CESORRIES MODERN DESKTOP	Registered	US	76/165363	11/14/2000	2679718	1/28/2003
LE BATHCLOCK	Registered	US	76/124154	9/6/2000	2778898	11/4/2003
WIREAWAY	Registered	US	76/212709	2/20/2011	2552351	3/26/2002
PRESSED JUICE IS THE BEST JUICE	Registered	US	75/611010	12/22/1998	2364046	7/4/2000

FOCUS BAKEWARE, LLC

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
THE BAKEWARE EXPERTS	Registered	US	78/382513	3/11/2004	3016291	11/15/2005

FOCUS PRODUCTS GROUP, LLC

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
WIRETECH HOME	Registered	US	76/321835		2617985	09/10/2002

JERDON PRODUCTS, LLC

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
WARMRAILS	Registered	US	75/803188	9/20/1999	2481019	8/21/2001
WONDERBAR	Registered	US	78/345102	12/23/2003	2985137	8/16/2005

JERDON PRODUCTS, LP

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
PEDI-SMOOTH	Registered	US	78/454764	7/22/2004	2995161	9/13/2005

PEDI-SMOOTH	Registered	US			78454764	7/22/2004
THE BEAUTY CLINIC		US			1107135	11/28/1978

STEELTEK, LLC

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
SITLAX	Renewed	US	75/246802	2/24/1997	2130599	1/20/1998
STEELTEK	Registered	US	76/298333	8/13/2001	2753927	8/19/2003
PREENA	Registered	US	76/298332	8/13/2001	2762453	9/9/2003

SWING-A-PRODUCTS, LLC

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
CAN OPENER DESIGN	Registered	US	78/688926	8/9/2005	3236009	5/1/2007
SWING-A-WAY	Registered	US	78/699440	8/24/2005	3126623	8/8/2006

WEST BEND HOUSEWARES, LLC

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
POWER TOWER	Registered	US	78/870928	4/27/2006	3386748	2/19/2008
PROFERRED	Registered	US	78/776526	12/19/2005	3357546	12/18/2007
QUIKSERVE	Registered	US	78/763963	11/30/2005	3314058	10/16/2007

XTRAORDINARY HOME PRODUCTS, LLC

Trademark	Status	Country	App. No.	Filing Date	Reg. No.	Reg. Date
MIX 'N STIR	Registered	US	78/824857	2/28/2006	3270285	7/24/2007
PRESS 'N CLOSE	Registered	US	78/757003	11/18/2005	3214288	2/27/2007
SCRUB2	Registered	US	78/824855	2/28/2006	3263182	7/10/2007
SLICE SOLUTIONS	Registered	US	77/352935	12/14/2007	3555041	12/30/2008
TILT 'N SCRUB	Registered	US	78/824851	2/28/2006	3270284	7/24/2007

Pending Trademark Applications

Grantor	Trademark	Status	Country	Application No.	Filing Date
Xtraordinary Home Products, LLC	CHEFABLES	Pending	US	77/306695	10/17/2007
Focus Products Group, LLC	BONE DRY	Pending	US	77/754355	6/8/2009
Focus Products Group, LLC	WIRETECH	Pending	US	77/772113	7/1/2009

Trademark Applications in Preparation

Grantor	Trademark	Status	Expected Country	Docket No.	Filing Date
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None.

Item B. Trademark Licenses

Licensor	Licensee	Trademark	Country	Effective Date	Expiration Date
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None.