

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
The Fuller Brush Company, Inc.		10/07/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Fifth Street Finance Corp.
Street Address:	227 West Monroe Street
Internal Address:	Suite 3900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 116

Property Type	Number	Word Mark
Registration Number:	2017480	APPEARANCE
Registration Number:	2017464	APPEARANCE 2000
Registration Number:	2017463	APPEARANCE PLUS
Registration Number:	1842237	AURORA
Registration Number:	2354552	BULLY
Registration Number:	2229901	CHEKIT
Registration Number:	0724640	CLEARINSE
Registration Number:	0944403	CONQUEST
Registration Number:	1232445	CROSS LINK II
Registration Number:	2244761	D.C.W.
Registration Number:	1012766	DE-FENSE
Registration Number:	1179745	DISAPPEAR
Registration Number:	2356641	EXTENDER

CH \$2915.00 2017480

Registration Number:	1664657	FINALE
Registration Number:	0662918	FORMULA 900
Registration Number:	1228084	FOUNDATION
Registration Number:	2504830	FRANKLIN CLEANING TECHNOLOGY
Registration Number:	0558254	FRANKLIN'S
Registration Number:	0558216	FRANKLIN'S
Registration Number:	1265551	FRIENDLY AIR
Registration Number:	2756149	FULLER BRUSH
Registration Number:	0877570	FULLSHEEN
Registration Number:	0622830	FULSOL
Registration Number:	1253524	G-O-E-S
Registration Number:	0786981	GRAND-PRIX
Registration Number:	1728818	GUARANTEE
Registration Number:	1250131	HACK-IT
Registration Number:	1320263	HARDWEAR
Registration Number:	2121199	HEALTH SALUD REACTIVITY REACTIVIDAD FLAMMABILITY INFLAMMABLIDAD
Registration Number:	1824035	HI-GENIC
Registration Number:	2261266	HOUSE OF FULLER
Registration Number:	2239082	HOUSE OF FULLER
Registration Number:	2239083	HOUSE OF FULLER
Registration Number:	1873532	LIGHTNING BLEND SYSTEM
Registration Number:	2376619	MASURY+COLUMBIA
Registration Number:	1320299	MIRAGE
Registration Number:	0710398	MYCO
Registration Number:	0710703	MYCO
Registration Number:	0406901	MYCO TRAZSEAL
Registration Number:	0371700	MYCOBRITE
Registration Number:	1132521	NO MATCH
Registration Number:	1106989	ODOR-SHIELD
Registration Number:	1251386	OUT-STRIP
Registration Number:	0973167	PARAGON
Registration Number:	2167516	PERFORMANCE
Registration Number:	2032668	QUASAR
Registration Number:	1320300	REACT

Registration Number:	0662096	RESTORIT
Registration Number:	2179598	RINSE AWAY
Registration Number:	1089494	SENTINEL
Registration Number:	1071249	SEVENTY-7
Registration Number:	1171927	SHAKEDOWN
Registration Number:	2386614	SOFTHAIR
Registration Number:	0295027	SPEED WAX
Registration Number:	0306611	SPEEDSOPE
Registration Number:	0719769	SPRING DAY
Registration Number:	2086503	T.E.T.
Registration Number:	0762879	TIARA
Registration Number:	1279533	TIME-OUT
Registration Number:	2754517	TRUMIX
Registration Number:	1695173	UNIPOUR
Registration Number:	2231161	X-TRACT 320
Registration Number:	2004362	X-TRAX
Registration Number:	2866580	FULLER BRUSH
Registration Number:	2866581	FULLER BRUSH
Registration Number:	0979569	SATIN SKIN
Registration Number:	2880758	THE FULLER BRUSH COMPANY
Registration Number:	2896619	THE FULLER BRUSH COMPANY
Registration Number:	2864212	THE FULLER BRUSH COMPANY
Registration Number:	2787630	TRUMIX
Registration Number:	2748964	TRUMIX
Registration Number:	2239047	A FULLER LIFE
Registration Number:	0520726	BRISTLECOMB
Registration Number:	2356640	BULLY BRUSH
Registration Number:	3078971	
Registration Number:	1343722	
Registration Number:	0692208	DUST MAGNET
Registration Number:	0587665	FUL-AIRE
Registration Number:	1185396	FULL FRESH
Registration Number:	1201693	FULLPOWER
Registration Number:	1409127	FULLSTRIP
Registration Number:	0572027	FULLANCHOR

Registration Number:	0623314	FULBRITE
Registration Number:	0627987	FULLCLEAN
Registration Number:	0623313	FULLDUTY
Registration Number:	1402725	FULLER
Registration Number:	0815666	FULLER
Registration Number:	0815837	FULLER
Registration Number:	0815704	FULLER
Registration Number:	0815675	FULLER
Registration Number:	0815805	FULLER
Registration Number:	0815939	FULLER
Registration Number:	0531093	FULLER
Registration Number:	0539836	FULLER
Registration Number:	0528990	FULLER
Registration Number:	0527098	FULLER
Registration Number:	0531868	FULLERGRIP
Registration Number:	1006113	FULLGUARD
Registration Number:	1202476	FULLSCRUB
Registration Number:	0774321	FULLSPARKLE
Registration Number:	0724324	FULLSPEED
Registration Number:	1513296	FULLSUDS
Registration Number:	1227091	FULLSUDS
Registration Number:	0622918	FUL-LUBE
Registration Number:	0629336	FUL-SCAT
Registration Number:	0727110	HETRAPHENE
Registration Number:	1340805	LUSTREBRUSH
Registration Number:	2277874	MINI-MOVER
Registration Number:	2277875	MISER
Registration Number:	0392336	MOHAWK
Registration Number:	1912157	NATURE'S CHOICE
Registration Number:	1955247	NATURE'S CHOICE
Registration Number:	1824822	NATURE'S CHOICE
Registration Number:	2234840	NOVA
Registration Number:	2181513	PREPARE
Registration Number:	0826537	SPRAY 'N SPARKLE

CORRESPONDENCE DATA

Fax Number: (212)728-8000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212)728-8000
Email: ipdept@willkie.com
Correspondent Name: Michael Nieves
Address Line 1: 787 Seventh Avenue
Address Line 2: Willkie Farr & Gallagher LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	117299.00003MICHAEL NIEVE
NAME OF SUBMITTER:	Michael Nieves
Signature:	/michaelnieves/
Date:	10/12/2010

Total Attachments: 7

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 7, 2010, by The Fuller Brush Company, Inc., a New York corporation (the “**Grantor**”), in favor of Fifth Street Finance Corp., a Delaware corporation, as lender (the “**Lender**”).

WHEREAS:

A. Reference is made to that certain Second Priority Pledge and Security Agreement, dated as of August 25, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among the Grantor, the other Obligors party thereto and the Lender which secures certain now existing and future arising obligations owing to the Lender as provided in the Security Agreement;

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender this Agreement;

C. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Lender, to secure the Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each United States and foreign trademark and trademark application, including, without limitation, each United States federally registered trademark and trademark application referred to in Schedule 1 annexed hereto (excluding any U.S. intent-to-use trademark application unless and until a Statement of Use or Amendment to Allege Use is accepted by the U.S. Patent and Trademark Office), together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under

any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”).

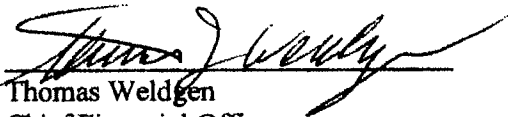
This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

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The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE FULLER BRUSH COMPANY, INC.

By: 
Name: Thomas Weldgen
Title: Chief Financial Officer

Acknowledged:

FIFTH STREET FINANCE CORP.,
as Lender

By: Fifth Street Management, LLC, its agent

By: _____
Name: Bernard D. Berman
Title: President

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

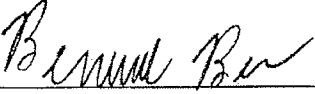
THE FULLER BRUSH COMPANY, INC.

By: _____
Name: Thomas Weldgen
Title: Chief Financial Officer

Acknowledged:

FIFTH STREET FINANCE CORP.,
as Lender

By: Fifth Street Management, LLC, its agent

By: 
Name: Bernard D. Berman
Title: President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Collateral

Trademarks

Appearance	2017480	11/19/96
Appearance 2000	2017464	11/19/96
Appearance Plus	2017463	11/19/96
Aurora	1842237	6/28/94
Bully	2354552	6/6/00
Chekit	2229901	3/9/99
Clearinse	0724640	11/28/61
Conquest	0944403	10/10/72
Cross Link II	1232445	3/29/83
D.C.W.	2244761	5/11/99
De-fense	1012766	6/10/75
Disappear	1179745	12/1/81
Extender	2356641	6/13/00
Finale	1664657	11/19/91
Formula 900	0662918	6/10/38
Foundation	1228084	2/22/83
Franklin cleaning technology	2504830	11/6/01
Franklin's	0558254	4/29/52
Franklin's	0558216	4/29/52
Friendly air	1265551	1/31/84
Fuller brush	2756149	8/26/03
Fullsheen	0877570	9/23/69
Fulsol	0622830	3/6/56
G-o-e-s	1253524	10/11/83
Grand-prix	0786981	3/23/65
Guarantee	1728818	11/3/92
Hack-it	1250131	9/6/83
Hardware	1320263	2/19/85
Health salud reactivity reactividad flammability inflamabilidad	2121199	12/6/97
Hi-genic	1824035	3/1/94
House of fuller	2261266	7/13/99
House of fuller	2239082	4/13/99
House of fuller	2239083	4/13/99
Lightning blend system	1873532	1/17/95
Masury+Columbia	2376619	8/15/00

Mirage	1320299	2/19/85
Myco	0710398	1/31/61
Myco	0710703	1/31/61
Myco trazseal	0406901	5/9/44
Mycobrite	0371700	10/3/39
No-match	1132521	4/8/80
Odor-shield	1106989	11/28/78
Out-strip	1251386	9/20/83
Paragon	0973167	11/20/73
Performance	2167516	6/23/98
Quasar	2032668	1/21/97
React	1320300	2/19/85
Restorit	0662096	5/27/58
Rinse away	2179598	8/4/98
Sentinel	1089494	4/18/78
Seventy-7	1071249	8/16/77
Shakedown	1171927	10/6/81
Softhair	2386614	9/12/00
Speed wax	0295027	6/14/82
Speedsop	0306611	9/26/33
Spring day	0719769	8/8/61
T.E.T.	2086503	8/5/97
Tiara	0762879	1/7/64
Time-out	1279533	5/29/84
Trumix	2754517	8/19/03
Unipour	1695173	6/16/92
X-tract 320	2231161	3/9/99
X-trax	2004362	10/1/96
Fuller brush	2866580	7/27/04
Fuller brush	2866581	7/27/04
Satin skin	0979569	2/26/74
The fuller brush company	2880758	9/7/04
The fuller brush company	2896619	10/26/04
The fuller brush company	2864212	7/20/04
Trumix	2787630	11/25/03
Trumix	2748964	8/5/03
A fuller life	2239047	4/13/09
Bristlecomb	0520726	2/7/90
Bully brush	2356640	6/13/00
Design only	3078971	4/11/06
Design only	1343722	6/25/85
Dust magnet	0692208	1/26/60
Ful-aire	0587665	3/30/64
Full fresh	1185396	1/12/82
Full power	1201693	7/20/82

Full strip	1409127	9/16/86
Fullanchor	0572027	3/17/53
Fullbrite	0623314	3/20/56
Fullclean	0627987	5/29/56
Fullduty	0623313	3/20/56
Fuller	1402725	7/29/86
Fuller	0815666	9/27/66
Fuller	0815837	9/27/66
Fuller	0815704	9/27/66
Fuller	0815675	9/27/66
Fuller	0815805	9/27/66
Fuller	0815939	9/27/66
Fuller	0531093	9/19/50
Fuller	0539836	3/27/51
Fuller	0528990	8/15/50
Fuller	0527098	7/4/50
Fullergript	0531868	10/10/50
Fullguard	1006113	3/4/75
Fullscrub	1202476	7/27/82
Fullsparkle	0774321	8/4/64
Fullspeed	0724324	11/21/61
Fullsuds	1513296	11/22/88
Fullsuds	1227091	2/8/83
Full-lube	0622918	3/13/56
Full-scat	0629336	6/26/56
Hetraphene	0727110	1/30/62
Lustrebrush	1340805	6/11/85
Mini-mover	2277874	9/14/99
Miser	2277875	9/14/99
Mohawk	0392336	12/23/41
Nature's choice	1912157	8/15/95
Nature's choice	1955247	2/6/96
Nature's choice	1824822	3/8/94
Nova	2234840	3/23/99
Prepare	2181513	8/11/98
Spray 'N sparkle	0826537	3/28/67

Trademark Applications

