

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-------------------------------------|
| Empire Today, LLC | | 01/31/2011 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Bank of America, N.A. |
| Street Address: | 231 S. LaSalle Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60604 |
| Entity Type: | national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------------|
| Registration Number: | 2516389 | EMPIRE |
| Registration Number: | 3090137 | EMPIRE CARPET |
| Registration Number: | 3559912 | EMPIRE TODAY |
| Registration Number: | 3329044 | EMPIRE TODAY |
| Registration Number: | 3671527 | EMPIRE TODAY EMPIRE TODAY |
| Registration Number: | 1666975 | EMPIRE TODAY, CARPET TOMORROW |
| Registration Number: | 2949587 | EMPIRE TODAY, WINDOWS NEXT WEEK |
| Registration Number: | 3059721 | NO CLOG GUTTER SYSTEMS |
| Registration Number: | 3064606 | NO CLOG GUTTERS |
| Registration Number: | 3573306 | VISIONS |
| Serial Number: | 77357379 | 800-588-2300 |
| Serial Number: | 77570648 | EMPIRETODAY.COM |
| Serial Number: | 77536929 | HERITAGE |

OP \$340.00 2516389

CORRESPONDENCE DATA

Fax Number: (212)715-6291

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

Phone: 212.548.2154

Email: Eday@mcguirewoods.com

Correspondent Name: Emily Day, McGuireWoods LLP

Address Line 1: 1345 Avenue of the Americas

Address Line 4: New York, NEW YORK 10105

| | |
|--------------------|----------------|
| NAME OF SUBMITTER: | Emily S. Day |
| Signature: | /Emily S. Day/ |
| Date: | 01/31/2011 |

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 31, 2011 (this "Trademark Security Agreement"), is made by EMPIRE TODAY, LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Agent ("Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. The Grantor, the lenders from time to time party thereto and Agent are party to a Loan and Security Agreement dated as of the date hereof (as in effect on the date hereof, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantor has agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by the Grantor, and the Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTOR:

EMPIRE TODAY, LLC

By: 
Name: Steve Silvers
Title: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT
Signature Page

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TRADEMARK
REEL: 004464 FRAME: 0394

Accepted and Agreed:

BANK OF AMERICA, N.A., as Agent

By: 

Name: John D. Whetstone

Title: Vice President

TRADEMARK SECURITY AGREEMENT
Signature Page

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REEL: 004464 FRAME: 0395

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

| <u>Country</u> | <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|----------------|---------------------------------------|----------------------------|--------------------------|
| US | EMPIRE | 2516389 | December 11, 2001 |
| US | EMPIRE CARPET | 3090137 | May 9, 2006 |
| US | EMPIRE TODAY | 3559912 | January 13, 2009 |
| US | EMPIRE TODAY & Design (Empire Man) | 3329044 | November 6, 2007 |
| US | EMPIRE TODAY & Design (Empire Man) | 3671527 | August 25, 2009 |
| US | EMPIRE TODAY, CARPET TOMORROW | 1666975 | December 3, 1991 |
| US | EMPIRE TODAY, WINDOWS NEXT WEEK | 2949587 | May 10, 2005 |
| US | NO CLOG GUTTER SYSTEMS | 3059721 | February 14, 2006 |
| US | NO CLOG GUTTERS | 3064606 | February 28, 2006 |
| US | VISIONS | 3573306 | February 10, 2009 |

United States Trademark Applications:

| <u>Country</u> | <u>Trademark</u> | <u>Application Number</u> | <u>Filing Date</u> |
|----------------|------------------|---------------------------|--------------------|
| US | 800-588-2300 | 77/357379 | December 20, 2007 |
| US | EMPIRETODAY.COM | 77/570648 | September 16, 2008 |
| US | HERITAGE | 77/536929 | August 1, 2008 |