

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Closet World, Inc.		06/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2314468	CLOSET WORLD
Registration Number:	2517356	DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!
Registration Number:	2517357	DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!
Registration Number:	2517358	DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!
Registration Number:	2517354	ORGANIZE YOUR HOME!
Registration Number:	2547114	ORGANIZE YOUR HOME!
Registration Number:	2517355	ORGANIZE YOUR HOME!
Registration Number:	2314268	ONE EARTH

CORRESPONDENCE DATA	
Fax Number:	(312)863-7809
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-863-7292

OP \$215.00 2314468

Email: ian.hathaway@goldbergkohn.com  
Correspondent Name: Ian Hathaway  
Address Line 1: 55 East Monroe Street  
Address Line 2: Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

4975.047

NAME OF SUBMITTER:

Ian Hathaway

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2004, by CLOSET WORLD, INC., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Home Organizers Inc. ("Borrower"), Agent and the financial institutions signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Grantor is a Wholly-Owned Subsidiary of Borrower and has agreed to guaranty Borrower's obligations under the Credit Agreement pursuant to the Collateral Agreement described below;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower and Grantor, together with certain other Subsidiaries of Borrower, shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guaranty and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, but not limited to, those Trademark Licenses which are material to the conduct of the business and the United States federally registered Trademarks referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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 executed and delivered by its duly authorized officer as of the date first set forth above.

CLOSET WORLD, INC.

By [Signature]  
Name GREG BUSCHER  
Title CO

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS

On this 30 day of JUNE, 2004 before me personally appeared GREG BUSCHER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Closet World, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Notary Public



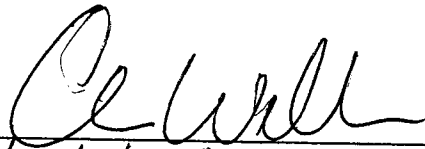
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CLOSET WORLD, INC.**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC, as  
Agent**

By   
Name Christopher G. Williams  
Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademarks/Service Marks

<b>Mark</b>	<b>Application Serial No. or Common Law Mark</b>	<b>Date of filing</b>	<b>Registration No.</b>	<b>Services and International Class</b>
CLOSET WORLD	75/627641	1/26/1999	Registration No. 2,314,468  Registered 2/1/2000	Installation of prefabricated closets, IC 37 & design of prefabricated closets, IC 42
DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!	76/245068	4/23/2001	Registration No. 2,517,356  Registered 12/11/2001	Installation of prefabricated custom closets and cabinets, IC 37
DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!	76/245069	4/23/2001	Registration No. 2,517,357  Registered 12/11/2001	Manufacturing of custom closets and cabinets, IC 40
DOUBLE AND ORGANIZE YOUR CLOSET OR GARAGE SPACE!	76/245070	4/23/2001	Registration No. 2,517,358  Registered 12/11/2001	Custom design of prefabricated closets and cabinets, IC 42
ORGANIZE YOUR HOME!	76/245065	4/23/2001	Registration No. 2,517,354  Registered	Installation of prefabricated custom closets and cabinets, IC 37

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Mark	Application Serial No. or Common Law Mark	Date of filing	Registration No.	Services and International Class
ORGANIZE YOUR HOME!	76/245066	4/23/2001	Registration No. 2,547,114 Registered 3/12/2002	Manufacturing of custom closets and cabinets, IC 40
ORGANIZE YOUR HOME!	76/245067	4/23/2001	Registration No. 2,517,355 Registered 12/11/2001	Custom design of prefabricated closets and cabinets, IC 42
ONE EARTH	75/613353	12/28/1998	Registration No. 2314268 Registered 2/1/2000	Potting soil and soil conditioners for agricultural, horticultural and domestic use, IC 001
HOMESTYLE CUSTOM CLOSETS	Common Law	N/A	N/A	Custom design, manufacture and installation of prefabricated closets and cabinets
KIDS CLOSETS	Common Law	N/A	N/A	Custom design, manufacture and installation of prefabricated closets and cabinets
PREMIER COLLECTION	Common Law	N/A	N/A	Custom design, manufacture and installation of prefabricated closets and cabinets
CREATE-A-CLOSET	Common Law	N/A	N/A	Custom design, manufacture and installation of



Mark	Application Serial No. or Common Law Mark	Date of filing	Registration No.	Services and International Class
READY CLOSET	Common Law	N/A	N/A	prefabricated closets and cabinets Custom design, manufacture and installation of prefabricated closets and cabinets
CONTOUR FINISH	Common Law	N/A	N/A	Custom design, manufacture and installation of prefabricated closets and cabinets
VERSATILITY OFFICE SYSTEMS	Common Law	N/A	N/A	Custom design, manufacture and installation of prefabricated closets and cabinets
PRESTIGE OFFICE SYSTEMS	Common Law	N/A	N/A	Custom design, manufacture and installation of prefabricated closets and cabinets
ACCENT ACCESSORIES	Common Law	N/A	N/A	Custom design, manufacture and installation of prefabricated closets and cabinets

Trademarks Licenses

Closet World, Inc.	CBD Las Vegas LLC	All Trademarks/Service marks listed hereinabove
Closet World, Inc.	Closet World Arizona LLC	All Trademarks/Service marks listed hereinabove
Closet World, Inc.	Closet Dimensions, Inc.	All Trademarks/Service marks

listed hereinabove