

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
USA Detergents, Inc.		12/27/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Greystone Business Credit II LLC
<b>Street Address:</b>	152 West 57th Street, 60th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2495914	AMERICA'S VALUE BRAND
Registration Number:	2495910	AMERICA'S VALUE BRAND
Registration Number:	2184545	COUNTRY AIR
Registration Number:	2581776	CRYSTAL SHINE
Registration Number:	1742065	FINE CARE
Registration Number:	1861340	FINE CARE
Registration Number:	2043674	FINECARE
Registration Number:	2442107	LAUNDRY BRIGHT
Registration Number:	2929182	MELON DELIGHT
Registration Number:	2549884	
Registration Number:	2028783	
Registration Number:	2883171	OXYMAX
Registration Number:	1977012	PLUMBER'S AID
Registration Number:	2322116	POWER SCRUB

**OP \$540.00 2495914**

Registration Number:	1656550	SWISS PINE
Registration Number:	1575961	TOUCH OF GLASS
Registration Number:	1691110	USA
Registration Number:	2007897	USA
Registration Number:	2131987	USA DETERGENTS INC.
Registration Number:	2699754	WASH'N GO SINGLES
Registration Number:	2688403	WASH'N GO SINGLES

**CORRESPONDENCE DATA**

Fax Number: (312)863-7496  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3128637194  
Email: sonya.szot@goldbergekohn.com  
Correspondent Name: Sonya Szot  
Address Line 1: 55 E. Monroe Street, Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5734.002
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	01/02/2007

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27 day of December, 2006, between USA DETERGENTS, INC., a Delaware corporation (the "Borrower"), in favor of GREYSTONE BUSINESS CREDIT II LLC, a Delaware limited liability company (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") between Borrower and Lender, the Lender is willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to Section 3.3 of Loan and Security Agreement, Borrower is required to execute and deliver to Lender 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, Borrower hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the full payment and performance of all of the Obligations, Borrower hereby grants to Lender a continuing first priority security interest in all of such Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, throughout the world and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (E) all of Borrower's rights corresponding thereto (the "Trademarks"), including, without limitation, those Trademarks filed with the United States Patent and Trademark Office, as set forth on Schedule A hereto, and (ii) any rights under or interest in any Trademark, and the right to use the foregoing in connection with the enforcement of Lender's rights under the Loan Documents, including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Borrower and now or hereafter covered

by such licenses (the "Trademark Licenses") to which it is a party, including those referred to on Schedule A 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 licensed under any Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan and Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Borrower shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section 4, Borrower hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule A.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signature Page Follows]

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

USA DETERGENTS, INC.,  
as Borrower

By:   
Name: Yoram Eyal  
Title: President and Chief Executive Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

GREYSTONE BUSINESS CREDIT II LLC,  
as Lender

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

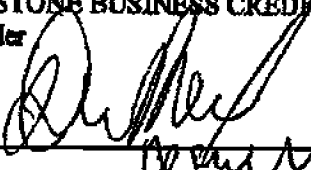
IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

USA DETERGENTS, INC.,  
as Borrower

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

ACCEPTED AND ACKNOWLEDGED BY:

GREYSTONE BUSINESS CREDIT II LLC,  
as Lender

By:  \_\_\_\_\_  
Name: Debra Mitchell  
Title: VP

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

USA Detergents, Similar Report 10-11-2006

Country:	ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Canada	4320	COUNTRY AIR	4	USA DETERGENTS, INC.	840558	3/26/1997	500,403	9/10/1998		No
	7032	CRYSTAL SHINE	3	USA DETERGENTS, INC.	1,142,326	5/29/2002	598,554	1/5/2004		No
	4248	FINECARE	3	USA DETERGENTS, INC.	810137	4/17/1996	510,629	4/9/1999		No
	4267	TOUCH OF GLASS	3	USA DETERGENTS, INC.	840556	3/26/1997	TMA,522,946	2/11/2000		No
	4285	USA AND FLAG & STARS DESIGN	3	USA DETERGENTS, INC.	833955	1/17/1997	505,088	12/4/1998		No

Country:	ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Israel	4270	TOUCH OF GLASS	3	USA DETERGENTS, INC.	94161	8/16/1994	94161	2/4/1996		No
	4297	TOUCH OF GLASS & DESIGN	3	USA DETERGENTS, INC.	94532	9/11/1994	94532	4/1/1996		No

Country:	ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Jamaica	4314	USA DETERGENTS INC. AND FLAG & STARS DESIGN	3	USA DETERGENTS, INC.	3/3430	5/20/1996	E30049	3/5/1998		No

Country:	ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Mexico	4294	CRYSTAL SHINE	3	USA DETERGENTS, INC.	161,177	2/19/1993	460407	5/16/1994		No
	4315	USA DETERGENTS INC. AND FLAG & STARS DESIGN	3	USA DETERGENTS, INC.	261575	5/3/1996	620609	5/3/1996		No

Country:	ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
United States	5584	AMERICA'S VALUE BRAND	3	USA DETERGENTS, INC.	76051863	5/19/2000	2495914	10/9/2001		No
	5585	AMERICA'S VALUE BRAND & DESIGN	3	USA DETERGENTS, INC.	76050837	5/18/2000	2495910	10/9/2001		No
	4322	COUNTRY AIR	4	USA DETERGENTS, INC.	75096370	4/29/1996	2184545	8/25/1998		No
	6303	CRYSTAL SHINE	3	USA DETERGENTS, INC.	76251720	5/7/2001	2581776	6/18/2002		No
	4244	FINE CARE	3	USA DETERGENTS, INC.	74071669	6/22/1990	1742065	12/22/1992		No

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TRADEMARK

USA Detergents - Status Report 10-31-2006

4245	FINE CARE	3	USA DETERGENTS, INC.	74367643	3/12/1993	1861340	11/1/1994	No
4258	FINECARE	3	USA DETERGENTS, INC.	75096369	4/29/1996	2043674	3/11/1997	No
5013	LAUNDRY BRIGHT	3	USA DETERGENTS, INC.	75796245	9/10/1999	2442107	4/10/2001	No
6323	MELON DELIGHT	4	USA METRO, INC.	76262322	5/24/2001	2929182	3/1/2005	10/5/2004
6256	MISCELLANEOUS DESIGN (LOTION BOTTLE)	3	USA DETERGENTS, INC.	76243775	4/20/2001	2549884	3/19/2002	No
4292	MISCELLANEOUS DESIGN (ONE-HALF STAR)	3	USA DETERGENTS, INC.	75048739	1/26/1996	2028783	1/7/1997	No
7470	OXYMAX	3	USA DETERGENTS, INC.	78210655	2/4/2003	2883171	9/7/2004	12/16/2003
4290	PLUMBER'S AID	3	USA DETERGENTS, INC.	74349650	1/19/1993	1977012	5/28/1996	No
4327	POWER SCRUB	3	USA DETERGENTS, INC.	75282138	4/28/1997	2322116	2/22/2000	No
4265	SWISS PINE	3	USA DETERGENTS, INC.	74013799	12/26/1989	1656550	9/10/1991	No
4273	TOUCH OF GLASS	3	USA DETERGENTS, INC.	73803423	5/30/1989	1575961	1/9/1990	No
4284	USA & DESIGN	3	USA DETERGENTS, INC.	74178649	6/24/1991	1691110	6/9/1992	No
4288	USA AND FLAG & STARS DESIGN	3	USA DETERGENTS, INC.	74698646	7/10/1995	2007897	10/15/1996	No
4318	USA DETERGENTS INC. AND FLAG & STARS DESIGN	3	USA DETERGENTS, INC.	75151327	8/16/1996	2131987	1/27/1998	No
6721	WASHN GO SINGLES	3	USA DETERGENTS, INC.	76345382	12/3/2001	2699754	3/25/2003	Yes
6934	WASHN GO SINGLES & DESIGN	3	USA DETERGENTS, INC.	76391007	4/4/2002	2688403	2/18/2003	No

RECORDED: 01/02/2007

TRADEMARK  
REEL: 003453 FRAME: 0565