

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
Empire Today, LLC	FORMERLY Empire Home Services, LLC	05/27/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	333 Northwest Investments, LLC
Street Address:	590 Madison Ave., 30th Fl.
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	78129196	CHOOSE IT WHERE YOU USE IT
Serial Number:	78129188	EMPIRE HOME SERVICES
Serial Number:	76384259	EMPIRE HOME SERVICES
Serial Number:	78177403	EMPIRE TODAY
Serial Number:	78129176	EMPIRE TODAY, HOME SERVICES TOMORROW
Serial Number:	78129183	EMPIRE TODAY, WINDOW TREATMENTS TOMORROW
Serial Number:	78129181	EMPIRE TODAY, WINDOWS NEXT WEEK
Serial Number:	78491498	NO CLOG GUTTER SYSTEMS
Serial Number:	78129203	CHOOSE IT WHERE YOU USE IT
Serial Number:	78129193	EMPIRE HOME SERVICES
Serial Number:	76384260	EMPIRE HOME SERVICES
Serial Number:	76380975	EMPIRE HOME SERVICES
Serial Number:	77120166	EMPIRE SOLAR

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Serial Number:	77172133	EMPIRE SOLAR SOLUTIONS
Serial Number:	78177400	EMPIRE TODAY
Serial Number:	78129174	EMPIRE TODAY, HOME SERVICES TOMORROW
Serial Number:	78129184	EMPIRE TODAY, WINDOW TREATMENTS TOMORROW
Serial Number:	78129179	EMPIRE TODAY, WINDOWS NEXT WEEK
Serial Number:	75869960	EMPIRE
Serial Number:	78633857	EMPIRE CARPET
Serial Number:	77357332	EMPIRE TODAY
Serial Number:	78456640	EMPIRE TODAY
Serial Number:	74127248	EMPIRE TODAY, CARPET TOMORROW
Serial Number:	78491533	NO CLOG GUTTERS
Serial Number:	77357379	800-588-2300
Serial Number:	77357326	WWW.EMPIRETODAY.COM
Serial Number:	77120178	EMPIRE SOLAR TODAY
Serial Number:	77357393	EMPIRE TODAY EMPIRE TODAY
Serial Number:	77570648	EMPIRETODAY.COM
Serial Number:	77536929	HERITAGE
Serial Number:	77184490	VISIONS

CORRESPONDENCE DATA

Fax Number: (214)756-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147408633
Email: sthall@lockelord.com
Correspondent Name: Mark Backofen
Address Line 1: 2200 Ross Ave., Ste. 2200
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	052924700002
NAME OF SUBMITTER:	Mark R. Backofen
Signature:	/Mark R. Backofen/
Date:	06/29/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2009 by EMPIRE TODAY, LLC (f/k/a EMPIRE HOME SERVICES, LLC), a Delaware limited liability company ("**Grantor**"), in favor of 333 NORTHWEST INVESTMENTS, LLC, as Agent, and the Second Lien Lenders referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Loan Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Second Lien Loan Agreement**"; terms used but not defined herein are used as defined in the Second Lien Loan Agreement) by and among Grantor, Agent and the persons signatory thereto from time to time as Second Lien Lenders, the Second Lien Lenders have agreed to make the Second Lien Loans to Grantor;

WHEREAS, Agent and the Second Lien Lenders are willing to make the Second Lien Loan Advances as provided for in the Second Lien Loan Agreement, but only upon the condition, among others, that Grantor, as Debtor, together with certain other parties as Debtors, shall have executed and delivered to Agent, for itself and the ratable benefit of the Second Lien Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Second Lien 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. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment of all Indebtedness (as defined in the Security Agreement), Grantor hereby grants to Agent, on behalf of itself and the Second Lien Lenders, a continuing 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 (as hereinafter defined) and Trademark Licenses (as hereinafter defined) to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all good will 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.

As used herein the term “**Trademark**” means (a) all trademarks, trade names, corporate names, the Grantor names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers, and all goodwill associates therewith, now existing or hereafter adopted or acquired, 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 on Schedule I, and (b) the right to obtain all renewals thereof.

As used herein the term “**Trademark License**” means, collectively, each agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including any of the foregoing referred to on Schedule I.

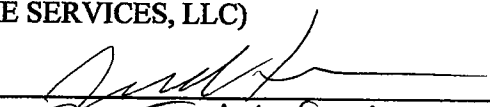
2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Second Lien Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. REPRESENTATION. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule I constitute all of the registered Trademarks now owned by Grantor. If, before the Indebtedness shall have been satisfied in full, Grantor shall obtain rights to any new Trademark Collateral, the provisions of Section 1 shall automatically apply thereto and Grantor shall give to Agent prompt notice thereof in writing. Grantor authorizes Agent to modify this Agreement by amending Schedule I to include any future Trademarks.

[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.

EMPIRE TODAY, LLC (f/k/a EMPIRE HOME SERVICES, LLC)

By: 
Name: David Feldman
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

333 NORTHWEST INVESTMENTS, LLC, as Agent

By: _____
Name: _____
Title: _____

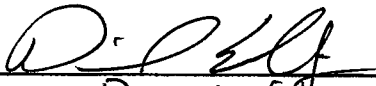
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EMPIRE TODAY, LLC (f/k/a EMPIRE HOME SERVICES, LLC)

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

333 NORTHWEST INVESTMENTS, LLC, as Agent

By: 
Name: David Ellenowitz
Title: Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

The following are all of the trademarks or trademark applications of Grantor and its subsidiaries (including any service marks, collective marks and certification marks), together with the trademark serial numbers with the U.S. Patent and Trademark Office, or similar governmental authority or agency of any foreign country, if applicable:

Federal Trademark Summary

Record Number	Trademark	Status	Int'l Class(es)	Serial Number
1	CHOOSE IT WHERE YOU USE IT	REGISTERED	35	78-129196
2	EMPIRE HOME SERVICES	REGISTERED	35	78-129188
3	EMPIRE HOME SERVICES	REGISTERED	35	76-384259
4	EMPIRE HOME SERVICES	<u>NOT RENEWED</u>	35	76-380977
5	EMPIRE TODAY	REGISTERED	35	78-177403
6	EMPIRE TODAY, HOME SERVICES TOMORROW	REGISTERED	35	78-129176
7	EMPIRE TODAY, WINDOW TREATMENTS TOMORROW	REGISTERED	35	78-129183
8	EMPIRE TODAY, WINDOWS NEXT WEEK	REGISTERED	35	78-129181
9	NO CLOG GUTTER SYSTEMS	REGISTERED	35	78-491498
10	CHOOSE IT WHERE YOU USE IT	REGISTERED	37	78-129203
11	EMPIRE HOME SERVICES	REGISTERED	37	78-129193
12	EMPIRE HOME SERVICES	REGISTERED	37	76-384260
13	EMPIRE HOME SERVICES	REGISTERED	37	76-380975
14	EMPIRE SOLAR	REGISTERED	37	77-120166
15	EMPIRE SOLAR SOLUTIONS	REGISTERED	37	77-172133
16	EMPIRE TODAY	REGISTERED	37	78-177400
17	EMPIRE TODAY, HOME SERVICES TOMORROW	REGISTERED	37	78-129174
18	EMPIRE TODAY, WINDOW TREATMENTS TOMORROW	REGISTERED	37	78-129184
19	EMPIRE TODAY, WINDOWS NEXT WEEK	REGISTERED	37	78-129179
20	EMPIRE	REGISTERED	35, 37	75-869960
21	EMPIRE CARPET	REGISTERED	35, 37	78-633857
22	EMPIRE TODAY	REGISTERED	35, 37	77-357332
23	EMPIRE TODAY (and Design)	REGISTERED	35, 37	78-456640
24	EMPIRE TODAY, CARPET TOMORROW	REGISTERED	37, 42	74-127248
25	NO CLOG GUTTERS	REGISTERED	35, 37	78-491533
26	800-588-2300	ALLOWED	35, 37	77-357379
27	WWW.EMPIRETODAY.COM	ALLOWED	35, 37	77-357326
28	EMPIRE SOLAR TODAY	ALLOWED	37	77-120178
29	EMPIRE TODAY EMPIRE TODAY (and Design)	PENDING	35, 37	77-357393
30	EMPIRETODAY.COM	PENDING	35, 37	77-570648
31	HERITAGE	PENDING	19, 27	77-536929

Schedule I

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TRADEMARK
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Federal Trademark Summary

Record Number	Trademark	Status	Int'l Class(es)	Serial Number
32	EMPIRE HOME SERVICES, LLC (and Design)	CANCELLED	35, 37	75-869959
33	EMPIRE	CANCELLED	37, 42	73-731061
34	EMPIRE HOME SERVICE, INC. (and Design)	CANCELLED	37, 42	73-731030
35	VISIONS	PENDING	19	77-184490