

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chelsea Industries, Inc.		07/31/2009	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	One Federal Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	3304117	ERASE 'N TOSS
Registration Number:	3068259	GOOD SENSE
Registration Number:	3178338	GOOD SENSE
Registration Number:	3169516	MOP 'N TOSS
Registration Number:	2929028	GOOD 'N TUFF
Registration Number:	2986347	SLIDE 'N SEAL
Registration Number:	2931984	DUST 'N TOSS
Registration Number:	2968081	STEEL-GARD
Registration Number:	3456718	EARTH SENSE
Registration Number:	3362147	RECLAIM
Registration Number:	2567949	THICK 'N TUFF
Registration Number:	2785104	HANDLES
Registration Number:	2344053	EARTH SMART

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Registration Number:	1994932	KEEP FRESH
Registration Number:	2044719	KITCHEN SCENTSATIONS
Registration Number:	1941283	TUFFSTUFF
Registration Number:	1911321	TUFFSTUFF
Registration Number:	1920931	RECLAIM 100
Registration Number:	1802070	HANDI-BAG
Registration Number:	1842358	ULTRA GOOD SENSE
Registration Number:	1841325	WEBSTER ULTRA PLUS
Registration Number:	1762802	GOOD SENSE
Registration Number:	1671742	SURE-TUFF
Registration Number:	1689581	PLATINUM PLUS
Registration Number:	1508095	DRAW 'N TIE
Registration Number:	1521875	GOOD SCENTS
Registration Number:	1582061	KEEP FRESH
Registration Number:	1460105	GOOD SENSE
Registration Number:	1346263	SURE-TUFF
Registration Number:	1285290	GOOD 'N TUFF
Registration Number:	1188691	GOOD SCENTS
Registration Number:	1141347	HANDI-BAG
Registration Number:	0962345	BES-PAK
Serial Number:	77188419	EARTH SENSE
Serial Number:	77372830	STEAM 'N SERVE
Serial Number:	77583448	SLIDERXTRA
Serial Number:	77608974	EASY TWIST

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-239-0310  
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Correspondent Name: Jessica Davis  
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Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	51443.0026
NAME OF SUBMITTER:	Jessica Davis

Signature:	/JDavis/
Date:	08/04/2009
<b>Total Attachments: 7</b> source=Chelsea - Trademark Security Agreement#page1.tif source=Chelsea - Trademark Security Agreement#page2.tif source=Chelsea - Trademark Security Agreement#page3.tif source=Chelsea - Trademark Security Agreement#page4.tif source=Chelsea - Trademark Security Agreement#page5.tif source=Chelsea - Trademark Security Agreement#page6.tif source=Chelsea - Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 31, 2009 is made between Chelsea Industries, Inc., a Massachusetts corporation (the "Borrower"), and Bank of America, N.A. (the "Lender").

### WITNESSETH:

WHEREAS, the Borrower and the Lender are parties to a certain Amended and Restated Loan and Security Agreement dated as of the date hereof between said parties (said Loan Agreement, as hereafter amended, supplemented and/or modified from time to time, being referred to herein as the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement the Borrower has also executed and delivered a Continuing Guaranty dated as of the date hereof in favor of the Lender (as amended, supplemented or otherwise modified from time to time, the "Guaranty");

WHEREAS, under the Loan Agreement, the Borrower grants a continuing security interest in substantially all of its assets to secure all of the obligations of the Borrower to the Lender, now existing or hereafter arising, including without limitation all obligations of the Borrower to the Lender under the Loan Agreement and the Guaranty;

WHEREAS, it is a condition of the Loan Agreement and the Guaranty that the Borrower execute and deliver this Agreement in order to perfect the Lender's continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Loan Agreement); and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to enter into the Loan Agreement and to make Revolving Loans and issue Letters of Credit pursuant to the Loan Agreement, the Borrower agrees, for the benefit of the Lender, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

Section 2. Grant of Security Interest. The Borrower hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Lender, and hereby grants to the Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Borrower (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos and other source or business identifiers, including, without limitation, those filed or registered items referred to in Item A of Schedule I attached hereto, and all goodwill of the business associated

therewith, now existing or hereafter adopted or acquired , whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Borrower of any right to use any Trademark, including, without limitation, each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including, without limitation, any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.


Section 3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CHELSEA INDUSTRIES, INC.

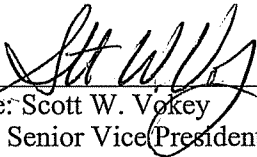
By:   
Name: Emil S. Bernstein  
Title: Executive Vice President

*[Chelsea Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004037 FRAME: 0137**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A.

By:   
Name: Scott W. Vokey  
Title: Senior Vice President

*[Chelsea Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004037 FRAME: 0138**

SCHEDULE I  
to Trademark Security Agreement  
of Chelsea Industries, Inc.

**ITEM A. TRADEMARKS**

All listed trademarks and trademark applications are held by Chelsea Industries, Inc.

**Registered Trademarks**

<b><u>Trademark Name</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date/Filing Date</u></b>	<b><u>Country</u></b>
ERASE 'N TOSS	3304117	10/2/2007	U.S.
GOOD SENSE	3068259	3/14/2006	U.S.
GOOD SENSE	3178338	11/28/2006	U.S.
MOP 'N TOSS	3169516	11/7/2006	U.S.
GOOD 'N TUFF	2929028	3/1/2005	U.S.
SLIDE 'N SEAL	2986347	8/16/2005	U.S.
DUST 'N TOSS	2931984	3/8/2005	U.S.
STEEL-GARD	2968081	7/12/2005	U.S.
EARTH SENSE	3456718	7/1/2008	U.S.
RECLAIM	3362147	1/1/2008	U.S.
THICK 'N TUFF	2567949	5/7/2002	U.S.
HANDLES	2785104	11/18/2003	U.S.
EARTH SMART	2344053	4/18/2000	U.S.
KEEP FRESH	1994932	8/20/1996	U.S.
KITCHEN SCENTSATIONS	2044719	3/11/1997	U.S.
TUFFSTUFF	1941283	12/12/1995	U.S.
TUFFSTUFF	1911321	8/15/1995	U.S.
RECLAIM 100	1920931	9/19/1995	U.S.
HANDI-BAG	1802070	11/2/1993	U.S.
ULTRA GOOD SENSE	1842358	6/28/1994	U.S.
WEBSTER ULTRA PLUS	1841325	6/21/1994	U.S.
GOOD SENSE	1762802	4/6/1993	U.S.
SURE-TUFF	1671742	1/14/1992	U.S.



<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date/Filing Date</u>	<u>Country</u>
PLATINUM PLUS	1689581	5/16/1992	U.S.
DRAW 'N TIE	1508095	10/11/1988	U.S.
GOOD SCENTS	1521875	1/24/1989	U.S.
KEEP FRESH	1582061	2/6/1990	U.S.
GOOD SENSE	1460105	10/6/1987	U.S.
SURE-TUFF	1346263	7/2/1985	U.S.
GOOD 'N TUFF	1285290	7/10/1984	U.S.
GOOD SCENTS	1188691	2/2/1982	U.S.
HANDI-BAG	1141347	11/11/1980	U.S.
BES-PAK	0962345	7/3/1973	U.S.
GOOD SENSE	TMA436767	6/19/1992	Canada
SURE-TUFF	320417	11/7/1986	Canada
GOOD SENSE	TMA435275	11/11/1994	Canada
EARTH SENSE (BLOCK)	TMA561414	5/6/2002	Canada
RECLAIM (&RECYCLE LOGO)	1051862	7/31/2008	Mexico
PLASTINET	460950	5/22/1981	Canada

**Pending Trademark Applications**

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Country of Application</u>
RECLAIM (&RECYCLE LOGO)	1377774	1/2/2008	Canada
EARTH SENSE (BLOCK)	1373290	11/22/2007	Canada
STEAM 'N SERVE	1399809	6/16/2007	Canada
SLIDERXTRA (BLOCK)	1413353	10/3/2008	Canada

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Country of Application</b>
EASY TWIST (BLOCK)	1418542	11/17/2008	Canada
EASY TWIST (BLOCK)	975492	11/21/2008	Mexico
EARTH SENSE	77/188419	5/23/2007	U.S.
STEAM 'N SERVE	77/372830	1/16/2008	U.S.
SLIDERXTRA	77/583448	10/1/2008	U.S.
EASY TWIST	77/608974	11/6/2008	U.S.

**Trademark Applications in Preparation**

NONE

**ITEM B. TRADEMARK LICENSES**

NONE.