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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

100718526

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Morrissey Avenue Industries Inc.

- Individual(s)
- General Partnership
- Corporation-State *New York*
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: *May 7, 1998*

2. Name and address of receiving party(ies)

Name: *General Electric Capital Corporation*

Internal Address: _____

Street Address: *10 S. LaSalle Street, Suite 2800*

City: *Chicago* State: *IL* ZIP: *60603*

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State *New York*
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

NA

B. Trademark Registration No.(s)

See attached Schedule I.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: *Federal Reserve Corp.*

Internal Address: _____

Street Address: *400 Seventh St NW*

Suite 101

City: *Washington* State: *DC* ZIP: *20004*

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ *40*

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Aaron L. Felder
Name of Person Signing

Aaron Felder
Signature

5/15/98

Total number of pages including cover sheet, attachments, and document: _____

TRADEMARK

REEL: 1727 FRAME: 0773

Mail documents to be recorded with required cover sheet information to:

RECEIVED
MAY 15 1998
40.00 DP
05/15/98 09:00 AM
74199259

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Fresh-Aire Studley VCB VacMaster Vacu-clean Dusto	74-199239	8/29/91

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Branded identity licensure arrangement with respect to Sanitized trademark	Studley Products, Inc. and Sanitized, Inc.	June 14, 1996

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 7, 1998, by MORRISSEY AVENUE INDUSTRIES INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations;

WHEREAS, Lender is willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, 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 those 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. 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 Agreement. Grantor 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 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.

MORRISSEY AVENUE INDUSTRIES INC.

By [Signature]
Name: Gary K. Wilder
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

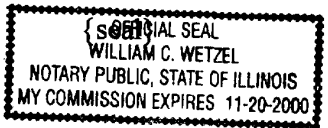
By [Signature]
Name Steve Knecht
Title Deputy General Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) SS
COUNTY OF McLean)

On this 7th day of May, 1998 before me personally appeared Gary K. Wilder proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Morrissey Avenue Industries 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



**SCHEDULE I
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