FORM PTO-1594 (Rev. 6-93)	RECOF	05-28	3-1998	ET COMMERCE
OMB No. 0651-0011 (exp. 4/94)	7	iii ii ii ii		Patent and Trademark Office
Tab settings ⊃ ⊃ ⊃ ▼		.,		20 ▼
To the Honorable Comr	missioner of Patents	1007	20112	doriginal documents or copy thereof.
Name of conveying party	y(ies):		2. Name and a	ddress of receiving party(ies)
Zeta Consumer Pro	ducts Corp.			eral Electric Capital Corporation
□ Individual(s) □ General Partnership □ Corporation-State □ Other	oarty(ies) attached? ☐ Ye	tnership es No rger ange of Name	Street Addre City: Stamf Individuali Associatio General F Limited Pa Corporatio Other If assignee is not dom is attached:	ress:
			_	address(es) attached? 🗓 Yes 🗓 No
4. Application number(s) or	r patent number(s):	ı		
A. Trademark Application	on No.(s)		B. Tradema	rk Registration No.(s)
74/722,434			1,718,2	05
	Ado	ditional numbers at	tached? ⊠ Yes □ No	
Name and address of pa concerning document sh	•	ondence		er of applications and involved:
Name: Melissa Ham Internal Address: Paul, Walker LLP		ofsky &	⊠ Enclosed	CFR 3.41)\$ 990.00 ded to be charged to deposit account
Street Address: 1055	Washington Blvd	l.	8. Deposit acco	ount number:
City: Stamford	State:CTZ	<u>7</u> IP: 06901	(Attach duplica	te copy of this page if paying by deposit account)
05/27/1998 DCOATES 00000087 747	722434	DO NOT US	E THIS SPACE	
the original document.	edge and belief, the f			orrect and any attached copy is a true copy of
Melissa Hamilto Name of Person Sig	ning	Melm	Signature	5/19/GK Date

Continuation of No. 4

A. Trademark Application No.(s)	B. Trademark No.(s)
75/374,007	2,036,107
74/627,483	1,937,329
74/653,252	2,053,499
75/374,218	2,000,476
74/714,100	1,696,134
75/008,391	1,894,612
75/000,618	2,094,465
74/542,424	1,649,824
74/542,387	1,740,574
75/086,431	2,052,987
	2,048,108
	1,854,186
	2,096,365
	1,772,993
	1,879,212
	2,129,141
	1,778,701
	1,782,693
	1,951,786
	1,434,391
	1,892,663
	1,892,662

Continuation of No. 4

A. Trademark Application No.(s) B. Trademark No.(s)

1,951,785

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 8, 1998, by ZETA CONSUMER PRODUCTS CORP., a New Jersey corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

WITNESSETH:

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 for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> to the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

 COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby assigns and pledges and 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 "Intellectual Property Collateral"):
 - (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
 - (c) all reissues, continuations or extensions of the foregoing;
 - (d) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark and each Trademark License; and
 - (e) 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 Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark

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licensed under any Trademark License or (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

- 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent or Trademark except as set forth in Schedule I and Schedule II, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office, perfected security interests in favor of Lender in all of Grantor's Patents and Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents or Trademarks shall have been duly taken.
- 4. <u>COVENANTS</u>. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:
 - (a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent or Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Patent or Trademark, its right to register the same, or to keep and maintain the same.
 - (b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent or Trademark, and the General Intangibles of Grantor relating thereto or represented thereby.
 - (c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.
 - (d) In the event that any of the Intellectual Property Collateral is, or Grantor believes it will be, infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations or unless in its reasonable business judgment it determines not to do so, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.
- 5. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Intellectual Property 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 Intellectual Property Collateral made and granted hereby are more fully set

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forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
- 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.
- 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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

ZETA CONSUMER PRODUCTS CORP.

By:
Name: John Delen
Title: (FO

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

Name: Michael Lust BADER
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF GRANTOR

STATE OF CONNECTICUT
)
ss. Stand ford
COUNTY OF FAIRFIELD
)

On this (get) day of May, 1998 before me personally appeared Don Release, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Zeta Consumer Products Corp., 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.

Notary Public

{seal}

MELISSA HAMILTON
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2002

STM/89118

SCHEDULE 1

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

	A.Congumer Pro		Activates)	Chadbe	ourne Pa	atent Docke
ater	nt Name			Owner		Inventor(s)
lwc			Zeta Consun	ner Products Co	orp.	Kathy McEntee
5 6 8	Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
	United States of America	DES	09-Apr-1993 29/006,915	11-Jul-1995 D360,112	07-Mar-2009	Granted
	Canada .	DES	28-Sep-1993 09-04-93-3	11-May-1995 76358	11-May-2005	Granted
ten	t Name			Owner		Inventor(s)
wi			Zeta Consum	er Products Co	тр.	Kathy M. McEntee
	Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
	United States of America	DES	09-Apr-1993 29/007,231	07-Mar-1995 D356,010	07-Mar-2009	Granted
	Canada	DES	28-Sep-1993 09-04-93-4	18-May-1995 76392	18-May-2005	Granted
ent	Name			Owner		inventor(s)
lap	sible Laundry Basket	A-1000000000000000000000000000000000000	Zeta Consume	er Products Cor	p.	David L. Feer
Ī	Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
	United States of America	PRO	25-Jun-1997 60/050,741	************	***********	Pending

Patent Name			Owner		Inventor(s)
Combined Hamper and Cover	***************************************	Zeta Consum	er Products Co	rp.	Timothy Cassel
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
	CONTRACTOR SECTION .	-a-ciii ingaa cia caa caa aa aa aa aa aa aa a			
United States of America	DES	11-Mar-1992 07/849,678	22-Nov-1994 D352,810	22-Nov-2018	Granted

Page 1

Friday, April 24, 1998

Chadbourne Patent Docket Patent Name Owner Inventor(s) Container Zeta Consumer Products Corp. David Evans Countries Туре App. Date/# Issue Date/# Status Expires **United States of America** DES 13-May-1991 08-Jun-1993 08-Jun-2007 Granted 07/699,782 D336243 Patent Name Owner Inventor(s) Container and Sealing Lid Zeta Consumer Products Corp. Timothy S. Cassel Countries Type App. Date/# Issue Date/# Expires Status **United States of America** ORD 12-Jan-1990 11-Dec-1990 12-Jan-2010 Granted 07/464,525 4,976,370 Patent Name Owner Inventor(s) Container with Lid Seal Zeta Consumer Products Corp. **Timothy Cassel** Countries Туре App. Date/# Issue Date/# Expires Status **FWC United States of America** 31-Dec-1991 06-Oct-1992 31-Dec-2011 Granted 07/816,842 5, 152, 416 Inventor(s) Patent Name Owner **Craft Box Tucker Housewares** Kathryn M. McEntee Issue Date/# Expires Status Туре App. Date/# Countries

DES

12-Feb-1996

29/050,247

23-Dec-1997

D387,904

United States of America

23-Dec-2001

Granted

Chadbourne Patent Docket Consumer Products-Patent Name Owner Inventor(s) Design for a Shoe Rack Zeta Consumer Products Corp. Timothy S. Cassel Туре Countries App. Date/# Issue Date/# Expires Status **United States of America** DES 22-Aug-1988 25-Feb-1992 25-Feb-2006 Granted 07/235,035 D324,142 Patent Name Owner Inventor(s) Folding Clothes Rack Zeta Consumer Products Corp. Timothy S. Cassel Countries Туре App. Date/# Issue Date/# Status Expires United States of America DES 04-Apr-1989 24-Dec-1991 24-Dec-2005 Granted 07/333,593 D322,698 Patent Name Owner Inventor(s) Food Storage Container with Lid with Zeta Consumer Products Corp. David L. Feer Imbedded Compartment Countries Туре App. Date/# issue Date/# Expires Status United States of America PRO 25-Jun-1997 Pending 60/050,788 Patent Name Owner inventor(s) **Foot Locker** Zeta Consumer Products Corp. Bryan Hotaling Jon Rossman Countries Туре App. Date/# Issue Date/# Expires Status 11-Aug-1995 **United States of America** DES 22-Oct-1996 22-Oct-2010 Granted 29/042,555 D374,772

21-Feb-1997

80060

05-Feb-1996

1996-0231

DES

Canada

21-Feb-2007

Granted

Chadbourne Patent Docket Patent Name Owner Inventor(s) Hamper with Bi-Directional Opening Lid Zeta Consumer Products Corp. Glen Ellyn James Kyroudis Kevin Short Robert A. O'Neill Countries Туре App. Date/# Issue Date/# Expires Status United States of America ORD 13-Sep-1995 26-Nov-1996 Granted 08/527,574 5,577,628 Canada ORD 12-Sep-1996 Pending 2,185,396 Patent Name Owner inventor(s) Hamper with Bi-Directional Opening Lid Zeta Consumer Products Corp. James Kyroudis Kevin Short Robert A. O'Neil App. Date/# Countries Туре issue Date/# Expires Status United States of America DES 12-Sep-1995 30-Sep-1997 30-Sep-1911 Granted 29/043,768 D 384,455 Canada 12-Mar-1996 DES 25-Oct-1996 25-Oct-2006 Granted 1996-0554 79346 Patent Name Owner Inventor(s) **Indoor Waste Container** Zeta Consumer Products Corp. David L. Adriaansen App. Date/# Countries Туре Issue Date/# Status Expires **United States of America** DES 09-Nov-1996 21-Jan-1997 21-Jan-2011 Granted 29/046207 D377,554 21-Mar-1997 DES 07-May-1996 Canada 21-Mar-2007 Granted 1996-1082 80277 Patent Name Owner Inventor(s) David L. Adriaansen Indoor Waste Container with Spring Actuated Zeta Consumer Products Corp. Lid Status Туре App. Date/# issue Date/# Expires Countries 25-Mar-1996 **Pending United States of America** ORD 08/624,682

29-May-1997

1484719

07-Aug-1996

2,182,840

ORD

Canada

Granted

Zeta Consumer Products-Patents

Chadbourne Patent Docket

Patent Name		Owner Zeta Consumer Products Corp.			Inventor(s) Timothy S. Cassel
Industrial Container					
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	13-Jan-1995 29/034,989	09~Jul-1996 D371,658	09-Jul-2010	Granted
Patent Name		Owner			Inventor(s)
ndustrial Container Dolly	harititatuse veititu	Zeta Consum	er Products Co	rp.	Paul Benham Timothy S. Cassel
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	20-Apr-1993 29/007,360	23-Aug-1994 D349,995	23-Aug-2008	Granted
Canada	DES	19-Oct-1993 20-04-93-18	29-Sep-1994 74851	29-Sep-2004	Granted
Patent Name			Owner		inventor(s)
sert Retainer for Containers		Zeta Consumo	er Products Co	'p.	Edwin L Beck Greg Merz Robert Mervar Thomas J. Misage
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
Canada	ORD	14-Nov-1996 2,190,3 2 6	*******************************	·····	Pending
United States of America	FWC	13-Dec-1996 08/780,095			Pending
atent Name		I	Owner		Inventor(s)
aundry Basket			er Products Co		Kevin Short Robert A. O'Neill
Countries	Туре	App. Date/#	issue Date/#	Expires	Status
United States of America	DES	12-Dec-1995 29/047,744	20-Jan-1998 D389,621		Granted
Canada	DES	11-Jun-1996	13-Dec-1996 79651	13-Dec-2006	Granted

Page 5

Friday, April 24, 1998

Chadbourne Patent Docket Consumer Products-Patents Patent Name Owner Inventor(s) **Mixing Bowl** Zeta Consumer Products Corp. Kathy M. McEntee Countries Туре App. Date/# Issue Date/# Expires Status **United States of America** ORD 19-May-1994 28-Feb-1995 19-May-2014 Granted 08/246,130 5,392,948 Patent Name Owner inventor(s) Mixing Bowl Zeta Consumer Products Corp. Kathy McEntee Countries Туре App. Date/# Issue Date/# Expires Status **United States of America** DES 19-May-1994 26-Sep-1995 26-Sep-2009 Granted 29/023,161 D362,594 Patent Name Owner inventor(s) Multi-Purpose Compartmentalized Craft Box Kathryn M. McEntee Zeta Consumer Products Corp Countries Туре App. Date/# issue Date/# Expires Status **United States of America** ORD 12-Feb-1996 14-Apr-1998 Granted 08/600,395 5,738,241 Patent Name Owner Inventor(s) **Newspaper Bundling Rack** Zeta Consumer Products Corp. David L. Evans App. Date/# Issue Date/# Status Countries Туре Expires

Page 6

26-Sep-1990

21-Mar-1991

07/588,954

21-03-91-5

DES

DES

13-Oct-1992

29-Sep-1992

D330,130

71609

13-Oct-2006

29-Sep-2002

Granted

Granted

Friday, April 24, 1998

Canada

United States of America

Chadbourne Patent Docket Patent Name Owner inventor(s) **Pitcher** Zeta Consumer Products Corp. David L. Feer Countries Туре App. Date/# issue Date/# Expires Status **United States of America** DES 22-Sep-1994 09-Jan-1996 09-Jan-2010 Granted 29/028,795 D365,963 Canada DES 22-Mar-1995 14-Sep-1995 14-Sep-2005 Granted 1995-0646 77166 Patent Name Owner Inventor(s) Refuse and Trash Container Zeta Consumer Products Corp. Timothy S. Cassel Countries Туре App. Date/# Issue Date/# Expires Status **United States of America** DES 25-Feb-1994 14-Feb-1995 14-Feb-2009 Granted 29/019,209 D355,511 Canada DES 25-Aug-1994 08-Jun-1995 08-Jun-2005 Granted 1994-1638 76549 **United States of America** CIP 24-Oct-1994 16-Jul-1996 16-Jul-2013 Granted 08/327.707 5,535,910 Patent Name Owner Inventor(s) Refuse Container with Locking Handle Zeta Consumer Products Corp. Frank DiSesa Туре App. Date/# Countries issue Date/# Expires Status **United States of America** ORD 16-Oct-1987 11-Apr-1989 16-Oct-2007 Granted 07/109,476 4,819,827 Patent Name Owner Inventor(s) Shelf Tucker Housewares, Inc. Frank J. DiSesa Туре Issue Date/# Expires Countries App. Date/# Status

Page 7

10-May-1985

733,234

05-Jan-1988

D293,533

TRADEMARK
REEL: 1730 FRAME: 0707

05-Jan-2002

Granted

United States of America

DES

	<u> </u>				
Patent Name Shelf Unit			Owner Zeta Consumer Products Corp.		Inventor(s) David Evans
		Zeta Consur			
Countries	Туре	App. Date/#	issue Date/#	Expires	Status
United States of America	DES	16-Mar-1989 07/324,336	21-Jan-1992 D323,259	21-Jan-2006	Granted
United States of America	DIV	26-Aug-1991 07/734,876	29-Sep-1992 D329,764	29-Sep-2006	Granted
Patent Name		T	Owner		inventor(s)
Stackable Crate	PTC = 100000000000000000000000000000000000	Tucker Hous	ewares, Inc.	era e de la companya	Frank DiSesa
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	29-Sep-1982 426,993	26-Feb-1985 D277,798	26-Feb-1999	Granted
Patent Name		· .	Owner		Inventor(s)
tackable Crate		Tucker House			Frank DiSesa
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	29-Sep-1982 426,995	26-Feb-1985 D277,800	26-Feb-1999	Granted
Patent Name			Owner		Inventor(s)
itackable Refuse Container System	······································	Zeta Consum	er Products Co	' P.	David Evans
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
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Chadbourne Patent Docket Patent Name Owner Inventor(s) Stackable Shoe Rack Zeta Consumer Products Corp. **David Evans** Countries Type App. Date/# issue Date/# Expires Status **United States of America** 16-May-1989 24-Mar-1992 DES 24-Mar-2006 Granted 07/352,815 D324,787 Patent Name Owner Inventor(s) Stackable Storage Container Zeta Consumer Products Corp. Frank J DiSesa App. Date/# Countries Туре issue Date/# Expires Status 13-Aug-1991 15-Feb-2010 **United States of America ORD** 15-Feb-1990 Granted 07/480,239 05-Feb-1991 Canada ORD Pending 2,035,733 United States of America **FWC** 14-May-1991 15-Sep-1992 14-May-2011 Granted 07/699,739 5,147,044 Patent Name Owner inventor(s) Zeta Consumer Products Corp. David C. Miller Step-On Wastebasket Thomas J. Pendleton App. Date/# Issue Date/# Expires Status Туре Countries ORD 19-Oct-1987 22-Nov-1988 19-Oct-2007 Granted United States of America 109,879 4,785,964 Owner inventor(s) Patent Name Zeta Consumer Products Corp. Frank J. DiSesa, Jr. Storage Container Туре App. Date/# Issue Date/# Expires Status Countries 20-Oct-2006 United States of America DES 15-Feb-1990 20-Oct-1992 Granted

Page 9

D330,328

07/481,371

Chadbourne Patent Docket Zeta Consumer Products-Patents Patent Name Owner inventor(s) **Tote with Hinged Cover** Zeta Consumer Products Corp. Timothy S. Cassel Countries Туре App. Date/# Issue Date/# Expires Status **United States of America** DES 30-Aug-1995 22-Oct-1996 22-Oct-2010 Granted 29/043,266 D374,774 Canada 28-Feb-1996 14-Mar-1997 DES 14-Mar-2007 Granted 1996-0444 80190 Patent Name Owner Inventor(s) **Trash Container** Zeta Consumer Products Corp. David Evans Countries Туре App. Date/# Issue Date/# Expires Status **United States of America** DES 30-Jul-1991 11-May-1993 11-Mar-2017 Granted 738,287 D335562 Canada DES 02-Dec-1991 30-Jun-1992 30-Jun-2002 Granted 02-12-91-17 70941 Patent Name Owner Inventor(s) Waste Container and Adjustable Bag Liner Zeta Consumer Products Corp. Carl Meyerhoefer **Package Holder Combination** David C. Miller Richard Kane Thomas J. Pendleton App. Date/# Issue Date/# Status Туре Expires Countries ORD 12-Aug-1988 22-Aug-1989 12-Aug-2008 Granted **United States of America** 08/231,513 4,858,781 Inventor(s) Patent Name Owner David C. Miller Wastebasket with Lid Catch Zeta Consumer Products Corp. Thomas J. Pendleton

Page 10

App. Date/#

19-Oct-1987

109,877

Туре

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Issue Date/#

06-Dec-1988

4,789,078

Expires

19-Oct-2007

TRADEMARK
REEL: 1730 FRAME: 0710

Status

Granted

Countries

United States of America

SCHEDULE 2

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

² TRADEMARK REEL: 1730 FRAME: 0711

	Sicher Controlly
Mark/International Class(es)/Goods	Application Registration
OVERSTUFFERS [16] (1) Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap; plastic sheeting.	App. No.: 743,709 App. Date: 15-Dec-93 "Published "Principal Register" First Use: IntentToUse Pub. Date: 29-Jun-94 9/24/93 Press No.: Reg. No.:
RENEW [16] (1) Plastic bags, paper goods; namely, napkins, facial tissues, paper towels, toilet paper, paper plates, paper cups, waste and trash bags and diapers.	App. No.: 669,990 Reg. No.: TMA440,719 App. Date: 27-Jun-90 Reg. Date: 24-Mar-99 **Registered **Principal Register ** First Use: 15-Feb-95 Pub. Date: 02-Jun-93
RENEW [17] (1) Pelletized polyethylene plastic for use in manufacturing.	App. No.: 707,616 Reg. No.: TMA440,807 App. Date: 22-Jun-92 Reg. Date: 24-Mar-95 **Registered **Principal Register ** First Use: 21-Feb-95 Foreign Priority: Pub. Date: 26-May-93 Date/Country/Number 6/4/92
STUFFERS [16] (1) Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap; plastic sheeting.	App. No.: 743,707 Reg. No.: App. Date: 15-Dec-93 Reg. Date: "Published "Principal Register" First Use: IntentToUse Foreign Priority: Pub. Date: 29-Jun-94 Date/Country/Number 9/24/93
TUCKER [6, 8, 20, 21] Plastic kitchen containers and utensils, namely dish pans, mixing bowls, cutlery trays, dish drainers and drainer boards, vegetable binns, sink strainers and towel racks; plastic baby care containers; plastic bathroom containers and utensils, namely waste baskets and soap dishes; plastic laundry containers; plastic pet containers; plastic rubbish containers; plastic palis; plastic storage containers; plastic serving utensils, namely spoons, forks, salad bowls and serving trays; plastic watering cans; plastic planters; plastic lawn ornaments; plastic tool boxes, plastic automotive maintenance containers and plastic tables, chairs and shelving.	App. No.: 551,393 Reg. No.: TMA322,858 App. Date: 05-Nov-85 Reg. Date: 16-Jan-87 **Registered **Principal Register ** First Use: 30-Sep-69 Pub. Date: 11-Jun-86

Page 1

Zota Consumer Ett Crets-Tradem.	New Zealand
Mark/International Class(es)/Goods	Application Registration
RENEW 5 Napkins for incontinents.	App. No.: 209636 App. Date: 22-Apr-91 **Expired **Principal Register** First Use: IntentToUse Pub. Date: 209636 Reg. No.: 209636 Reg. No.: 209636 Reg. No.: 209636
RENEW 16 Napkins of paper and cellulose, paper towels, facial tissue; napkins for babies; bags, envelopes and pouches made of plastic and paper products.	App. No.: 205915 Reg. No.: 205915 App. Date: 01-Nov-90 Reg. Date: 01-Nov-90 **Registered **Principal Register ** First Use: IntentToUse Pub. Date:
RENEW 21 Plates, cups and other domestic utensils included in this class. ["domestic utensils" includes plastic trash bags and garbage containers."]	App. No.: 209637 Reg. No.: 209637 App. Date: 22-Apr-91 Reg. Date: 22-Apr-91 **Registered **Principal Register ** First Use: IntentToUse Pub. Date:

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United Kingdom Application Mark/International Class(es)/Goods Registration 1451616 App. No.: Reg. No.: 1451616 **RENEW** 31-Dec-90 | Reg. Date: App. Date: 31-Dec-90 16 Napkins, facial tissues, paper towels, toilet papers, waste ~ Registered ~ bags, trash bags; waste bags and trash bags; all of plastic; First Use: IntentToUse disposable babies' napkins Pub. Date:

Date Printed: Monday, April 20, 1998

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Zeta Consumer Products-Tradem.	United States of America
Mark/International Class(es)/Goods	Application Registration
ACCESSIBLES	App. No.: 74/094,689 Reg. No.: 1,718,20
	App. Date: 06-Sep-90 Reg. Date: 22-Sep-9
21 All purpose storage containers for household use	Registered Principal Register
	First Use: 01-Feb-90
	Pub. Date: 30-Jun-92
CEDARTOPS	App. No.: 74/649,423 Reg. No.: 2,036,10
21 Household storage containers.	App. Date: 21-Mar-95 Reg. Date: 04-Feb-97
21 Household storage containers.	~ Registered ~ Principal Register ~
	First Use: 21-Mar-96
	Pub. Date: 14-Nov-95
	Allowance: 06-Feb-96
COMFORTHOLD	App. No.: 74/722,434 Reg. No.:
	App. Date: 29-Aug-95 Reg. Date:
21 Laundry baskets and pails.	~ Allowed ~ Principal Register ~
	First Use: 01-Apr-97
	Pub. Date: 22-Apr-97
	Allowance: 15-Jul-97
CREATIVE PLACES	App. No.: 75/374,007 Reg. No.:
21 Storage containers made of plastic for use in homes and	App. Date: 16-Oct-97 Reg. Date:
schools.	~ Pending ~ Principal Register ~
	First Use: 31-May-96 Pub. Date:
CREATIVE PLACES	App. No.: 74/627,483 Reg. No.:
21 Storage containers made of plastic for use in homes and	App. Date: 30-Jan-95 Reg. Date:
schools.	* Abandoned **
30110013.	First Use: 31-May-96
	Pub. Date: 17-Oct-95
	Allowance: 19-Mar-96
FOOD STUEEEDS	App. No.: 74/617,714 Reg. No.: 1,937,329
FOOD STUFFERS	App. Date: 04-Jan-95 Reg. Date: 21-Nov-95
16 Plastic bags; namely plastic sandwich bags and plastic food	~ Registered ~ Principal Register ~
storage bags	First Use: 22-Feb-94
	Pub. Date: 29-Aug-95
FRESHCIIABD	App. No.: 74/714,099 Reg. No.: 2,053,499
FRESHGUARD	App. Date: 11-Aug-95 Reg. Date: 15-Apr-9
21 Household waste baskets.	Registered Principal Register
	First Use: 17-Apr-96
	Pub. Date: 05-Mar-96
	Allowance: 28-May-96
	App. No.: 74/722,435 Reg. No.: 2,000,47
HINGETOP	App. Date: 29-Aug-95 Reg. Date: 10-Sep-9
20 Plastic storage bins	Registered Supplemental Register
	First Use: 11-Aug-95
	Pub. Date:

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Zeta Consumer Products-Tradem.	United States of America
Mark/International Class(es)/Goods	Application Registration
MAKE RECYCLING SECOND NATURE and Design	App. No.: 74/094,698 Reg. No.: 1,696,1
21 Plastic containers, plastic containers for holding newspapers	App. Date: 06-Sep-90 Reg. Date: 23-Jun-
for bundling, plastic shelves, plastic bins and plastic boxes all for	~ Registered ~ Principal Register ~
household use	First Use: 02-Aug-90
	Pub. Date: 31-Mar-92
OVERSTUFFERS	App. No.: 74/439,878 Reg. No.: 1,894,61
16 Plastic bags; namely, general purpose plastic bags, plastic	App. Date: 24-Sep-93 Reg. Date: 16-May-9
bags for household use, plastic trash bags, plastic garbage bags,	Registered Principal Register
plastic sandwich bags and plastic food storage bags for	First Use: 22-Feb-94 Pub. Date: 14-Jun-94
household use	Allowance: 06-Sep-94
OVERSTUFFERS	App. No.: Reg. No.:
21 In connection with trash and refuse containers for household	App. Date: Reg. Date:
and commercial use.	" Unfiled " Principal Register "
	First Use: IntentToUse Pub. Date:
	Pub. Date:
RAM TUFF and Design	App. No.: 75/083,648 Reg. No.: 2,094,465
21 Trash and refuse containers for hoursehold and commercial	App. Date: 04-Apr-96 Reg. Date: 09-Sep-97
use.	Registered Principal Register
	First Use: 22-Mar-96 Pub. Date: 17-Jun-97
	Pub. Date : 17-Jun-97
RENEW	App. No.: 74/012,976 Reg. No.: 1,649,824
16 Disposable plastic trash bags	App. Date: 21-Dec-89 Reg. Date: 02-Jul-91
3 .	Registered Principal Register
	First Use: 31-Mar-90 Pub. Date: 26-Jun-90
	rub. Date. 20-5un-90
RENEW	App. No.: 74/070,979 Reg. No.: 1,740,574
16 Paper goods; namely, toilet paper and paper towels	App. Date: 20-Jun-90 Reg. Date: 15-Dec-92
	~ Registered ~ Principal Register ~ First Use: 17-Jun-92
	Pub. Date: 22-Jan-91
	74/22 404 5 34 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
RENEW	App. No.: 74/123,491 Reg. No.: 2,052,98 App. Date: 14-Dec-90 Reg. Date: 15-Apr-9
16 Paper napkins, paper facial tissue and disposal diapers made	App. Date: 14-Dec-90 Reg. Date: 15-Apr-9 **Registered **Principal Register **
of paper and plastic;	First Use: 23-Oct-96
21. Denot ploton and penet cure	Pub. Date: 07-Feb-95
21 Paper plates and paper cups	Allowance: 02-May-95
RENEW	App. No.: 74/557,714 Reg. No.: 2,048,10
	App. Date: 05-Aug-94 Reg. Date: 25-Mar-9
17 Plastic sheeting for industrial, manufacturing and household uses	Registered Principal Register
	First Use: 31-Mar-95
	Pub. Date: 06-Jun-95
	Allowance: 29-Aug-95

Zeta Comumer Producte-Tradem.	United States of America
Mark/International Class(es)/Goods	
RENEW	App. No.: 74/281,341 Reg. No.: 1,854,1 App. Date: 04-Jun-92 Reg. Date: 13-Sep-
17 Plastic in the form of pellets for use in manufacturing	App. Date: 04-Jun-92 Reg. Date: 13-Sep-
	First Use: 18-Jan-94
	Pub. Date: 22-Dec-92
	Allowance: 16-Mar-93
RENEW	App. No.: Reg. No.:
20 Wastepaper baskets, buckets, plastic laundry baskets and	App. Date: Reg. Date:
pails.	" Unfiled " Principal Register "
	First Use: IntentToUse
	Pub. Date:
RENEW	App. No.: 74/653,252 Reg. No.:
21 Flower pots and seed trays	App. Date: 28-Mar-95 Reg. Date:
21 Flower pots and seed trays	~ Allowed ~ Principal Register ~
	First Use: IntentToUse
	Pub. Date: 14-Nov-95
	Allowance: 06-Feb-96
RENEW	App. No.: Reg. No.:
21 Non-metal compost bins and non-metal recycling bins.	App. Date: Reg. Date:
•	" Unfiled " Principal Register " First Use: IntentToUse I
	Pub. Date:
RENEW	App. No.: 75/374,218 Reg. No.:
21 Plastic garbage containers.	App. Date: 16-Oct-97 Reg. Date:
	Pending Principal Register
	First Use: 02-Sep-96 Pub. Date:
	Fub. Date.
SOFTOUCH	App. No.: 74/714,100 Reg. No.:
	App. Date: 11-Aug-95 Reg. Date:
21 Laundry baskets made of plastic	~ Abandoned ~ Principal Register ~
	First Use: 22-Mar-96
	Pub. Date: 27-Aug-96
SPACESMART	App. No.: 74/689,172 Reg. No.: 2,096,36
	App. Date: 15-Jun-95 Reg. Date: 16-Sep-9
21 Plastic laundry baskets and laundry accessories, namely, hampers, tote caddies and pails; household storage and	~ Registered ~ Supplemental Register ~
organization containers made of plastic.	First Use: 29-Mar-96
	Pub. Date: 24-Jun-97
CTODACE MATE	App. No.: 74/242,548 Reg. No.: 1,772,99
STORAGE MATE	App. Date: 03-Feb-92 Reg. Date: 25-May-9
20 Plastic storage crates and plastic storage containers for	Registered Principal Register
general merchandise.	First Use: 12-Jun-82
	Pub. Date: 02-Mar-93

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REEL: 1730 FRAME: 0717

Zeta Consumer Products-Tradem.	United States of America
Mark/International Class(es)/Goods	Application Registration
STUFFERS 16 Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap.	App. No.: 74/439,879 App. Date: 24-Sep-93 Reg. No.: 1,879 Reg. Date: 14-Fe **Registered **Principal Register** First Use: 22-Feb-94 Pub. Date: 24-May-94 Allowance: 16-Aug-94
STUFFERS 21 Plastic containers for household use	App. No.: 75/088,391 Reg. No.: App. Date: 10-Apr-96 Reg. Date: Abandoned First Use: IntentToUse Pub. Date: 31-Dec-96 Allowance: 25-Mar-97
SUPER STUFFERS 16 Plastic bags, namely, general purpose plastic bags for household use, plastic trash bags and plastic garbage bags.	App. No.: 75/261,452 Reg. No.: 2,129, App. Date: 21-Mar-97 Reg. Date: 13-Jan **Registered * Principal Register* First Use: 17-Apr-97 Pub. Date: 21-Oct-97
8 Household utensils; namely, graters; 20 Hangers for clothes, storage items; namely, shoe racks, shoe shelves and plastic hooks; and clothes dryer in the nature of a rack; 21 Household trash containers; wastebaskets; covered wastebaskets; all purpose non metal household containers, bins, crates, baskets, drawers, shelves and boxes; household utility pails; microwave heatable dishes and food containers; kitchen	App. No.: 74/094,691 App. Date: 06-Sep-90 **Registered **Principal Register ** First Use: 01-Jul-60 Pub. Date: 08-Sep-92 Reg. No.: 1,778,7 Reg. Date: 29-Jun- Register ** Principal Register ** Pub. Date: 08-Sep-92
products; namely, dish pans, dish basins, dish tubs, sink sets, ice cube trays, mixing bowls and sets of mixing bowls, colanders, ice cream scoop, vegetable crisper, salt and pepper shakers and sets thereof, butter dish, butter dish cover, napkin holder, napkin caddy, paper towel holder, cutlery tray, cups, mixing spoons and scoops, funnel, cake plates with covers, canisters for holding foods, pitchers, decanters, sets of decanters and tumblers, tumblers, mugs, salad and cereal bowls, salad sets comprising	

boxes.

bowls and utensils sold as a unit, citrus juicer/strainer, containers for dispensing condiments such as ketchup, mustard and salad dressing; bath products; namely, laundry baskets, laundry hampers, toilet bowl brush and holders, bath and shower caddy; outdoor products; namely, oil change pans, funnels, watering cans, jerry cans, fly swatters; nursery products; namely diaper pails, bath tub; pet products; namely, feeder bowls and trays, litter

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Zerocopomones conference Trading.	United States of America
Mark/International Class(es)/Goods	Application Registration
ZETA RENEW 5 Garden and lawn pesticides	App. No.: 74/542,424 App. Date: 27-Jun-94 **First Use: IntentToUse Pub. Date: 09-Jan-96 Allowance: 02-Apr-96
ZETA RENEW 20 Non-metal compost bins and non-metal recycling bins; 21 Plastic garbage containers, wastepaper baskets, buckets, plastic laundry baskets, pails.	App. No.: 74/542,387 Reg. No.: App. Date: 27-Jun-94 Reg. Date: "Abandoned" First Use: IntentToUse Pub. Date: 25-Apr-95 Allowance: 18-Jul-95
ZETA STUFFERS 16 Plastic wrap; plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use.	App. No.: 74/439,785 Reg. No.: 1,892,662 App. Date: 24-Sep-93 Reg. Date: 02-May-95 **Registered **Principal Register** First Use: 22-Feb-94 Pub. Date: 24-May-94 Allowance: 16-Aug-94
ZETA STUFFERS 21 Plastic containers for household use	App. No.: 75/086,431 Reg. No.: App. Date: 10-Apr-96 Reg. Date: "Abandoned "Principal Register" First Use: IntentToUse Pub. Date: 31-Dec-96 Allowance: 25-Mar-97
ZETA ULTRA STUFFERS 16 Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap.	App. No.: 74/469,790 App. Date: 16-Dec-93

Date Printed: Monday, April 20, 1998 TRADEMARK
REEL: 1730 FRAME: 0719

Zaba Gangunga Pr Mark/International Class(es)/Goods **Application** Registration App. No.: 74/094,690 1,782,693 Reg. No.: **TUCKER and Design** App. Date: 06-Sep-90 Reg. Date: 20-Jul-93 20 Hangers for clothes, storage items; namely, shoe racks, shoe Registered ~ Principal Register shelves and plastic hooks; and clothes dryer in the nature of a 03-Nov-89 First Use: rack; outdoor products; namely, non-metal jerry cans; Pub. Date: 04-Aug-92

21 Household trash containers; wastebaskets; covered wastebaskets; all purpose household containers, namely, bins, crates and baskets, plastic drawers attached by screws under kitchen cabinets; household utility pails; microwave heatable dishes and all purpose containers; kitchen products; namely, dish pans, dish basins, dish tubs, dish racks, drainboards and drain stopper for sinks, soap dishes, ice cube trays, mixing bowls and sets of mixing bowls, colander, ice cream scoop, vegetable crisper, salt and pepper shakers and sets therefor, butter dish and cover, napkin holder, napkin caddy, paper towel holder, cutlery tray, measuring cups, measuring spoons and measuring scoops, funnels, cake plates with covers, canisters for holding foods, pitchers, decanters, sets of decanters and tumblers, mugs, salad and cereal bowls, salad set comprising bowls and utensils sold as a unit, non-electric citrus juicer/strainer, non-metallic food grater, containers for dispensing condiments such as ketchup, mustard and salad dressing; bath products; namely, laundry baskets, laundry hampers, toilet bowl brush and holder, bath and shower caddy outdoor products for domestic use; namely, nonmetal oil change pans and jerry cans; watering can, fly swatters, nursery products; namely, diaper pails, bath tub, pet products, namely, feeder bowls and trays and litter boxes...

ULTRA STUFFERS 16 Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap.	App. No.: 74/469,791 Reg. No.: 1,951,786 App. Date: 16-Dec-93 Reg. Date: 23-Jan-96 "Registered "Principal Register" First Use: 18-Feb-94
	Pub. Date: 14-Mar-95 Allowance: 06-Jun-95
UNBREAKABLES 22 Plastic trash containers for household and domestic use.	App. No.: 73/510,412 Reg. No.: 1,434,391 App. Date: 26-Nov-84 Reg. Date: 24-Mar-87
	**Registered ** Supplemental Register ** First Use: 25-Jun-82 Pub. Date:
ZETA FLINGS 8 Plastic tablewear, namely, knives, forks and spoons;	App. No.: 75/000,618 Reg. No.: App. Date: 02-Oct-95 Reg. Date:
21 Plastic cups, plastic plates and plastic bowls	First Use: IntentToUse Pub. Date: 26-Nov-96 Allowance: 18-Feb-97
ZETA OVERSTUFFERS 16 Plastic wrap; plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic food storage bags for household use.	App. No.: 74/439,786 App. Date: 24-Sep-93 - Registered - Supplemental Register First Use: 22-Feb-94 Pub. Date: 24-May-94 Allowance: 16-Aug-94

Date Printed: Monday, April 20, 1998

RECORDED: 05/20/1998