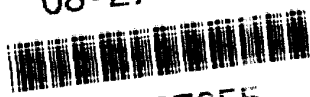


MRD 8-14-98

08-27-1998



100807055

FORM PTO-1594 (REV 6-93)

COVER SHEET ONLY

D

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

ATTORNEY DOCKET NO. 14007-49

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

1. Name of conveying party(ies):

NAMICO, INC.

- Individual(s)
- General Partnership
- Corporation-Pennsylvania
- 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: July 1, 1998

2. Name and address of receiving party(ies):

Name: Carroll Company

Internal Address:

Street Address: 2900 W. Kingsley Road

City Garland State TX ZIP 75041

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Texas
- Other

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

(Designation must be a separate document from Assignment).

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

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

A. Trademark Application No.(s)

See attached.

B. Trademark registration No.(s)

See attached.

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #70



08-14-1998

Additional numbers attached? Yes No

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

Name: Kay Lyn Schwartz

Internal Address: Gardere & Wynne, L.L.P.

Street Address: 1601 Elm Street, Suite 3000

City Dallas State TX ZIP 75201-4761

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 480.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number: 070153

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

08/26/1998 INGIUYEN 00000007 1922798

DO NOT USE THIS SPACE

01 5C:442 40.00 OP
02 FC:442 275.00 OP

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.

Kay Lyn Schwartz
Name of Person Signing

Kay L Schwartz
Signature

8/5/98
Date

Total number of pages including cover sheet, attachments, and document: 6

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

581552

ATTACHMENT TO RECORDATION FORM

Trademark Registration Nos.

U.S. Reg. No. 1,922,798
U.S. Reg. No. 1,034,596
U.S. Reg. No. 1,679,797
U.S. Reg. No. 1,674,731
U.S. Reg. No. 890,322
U.S. Reg. No. 1,153,584
U.S. Reg. No. 2,076,268
U.S. Reg. No. 1,245,706
U.S. Reg. No. 1,217,196
U.S. Reg. No. 1,199,239
U.S. Reg. No. 2,060,766
U.S. Reg. No. 2,133,313

Trademark Application Nos.

U.S. Serial No. 74/730,450
U.S. Serial No. 74/722,729

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (Assignment) is executed this 1st day of July, 1998 by NAMICO, INC., a Pennsylvania corporation with offices at 4601 Flat Rock Road, Philadelphia, Pennsylvania, 19127, (Assignor) in favor of CARROLL COMPANY, a Texas corporation with offices at 2900 W. Kingsley Road, Garland, Texas, 75041, (Assignee).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Acquisition Agreement dated July 1, 1998, whereby Assignor has covenanted to assign to Assignee its trademarks as provided for herein and as identified in Schedule A and Schedule B attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor hereby warrants that (i) it has the full right and power to make the assignment of the marks made hereby, including, without limitation, the trademark registrations listed on Schedule A hereto, and the applications therefore or any common law rights to marks listed on Schedule B hereto (collectively, along with the registered trademarks listed on Schedule A, the "Marks"), (ii) all of the Marks are valid, subsisting, and enforceable, and (iii) Assignor has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on any of the Marks.

2. Assignor hereby grants, assigns, and conveys to Assignee its entire right, title, and interest in and to the Marks, including, without limitation, all renewals therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by each of the Marks.

3. This Assignment may not be altered, amended, or modified except by a writing signed by both Assignor and Assignee. This Assignment shall be binding upon Assignor and its successors and assigns, and shall insure to the benefit of the Assignee and its successors and assigns. This Assignment shall be governed by and construed in accordance with the applicable laws of the United States of America.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

NAMICO, INC.

By: Robert M. Malone
Title: President
Date: 7/1/98

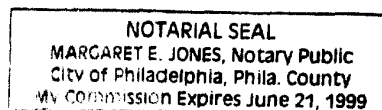
THE COMMONWEALTH OF §
PENNSYLVANIA §
COUNTY OF PHILADELPHIA 5

The foregoing instrument was acknowledged before me on this 1st day of July, 1998, by Robert M. Malone, as President of NAMICO, INC., a Pennsylvania corporation, on behalf of the corporation.

Margaret E. Jones
Notary Public, Commonwealth of Pennsylvania
Printed Name of Notary
Margaret E. Jones

My Commission Expires:

June 21, 1999



SCHEDULE A

<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Reg. #</u>
Australia	Nature's Orange	9/20/91	7/15/93	A563993
Canada	Trewax and Design	5/15/85	5/2/86	313884
Canada	Trewax and Design	5/30/83	4/6/84	289558
Canada	Trewax and Design	4/24/80	10/12/84	296155
South Korea	Nature's Orange	4/16/92	9/10/93	274044
Taiwan	Nature's Orange	4/23/92	7/15/93	604260
United States	Carpet & Upholstery Spot Remover and Design	12/13/73	1/7/75	1000899
United States	Carpet Icing	12/27/93	9/26/95	1922798
United States	Chem Mist and Design	11/7/74	3/2/76	1034596
United States	Nature's Orange	9/14/90	3/17/92	1679797
United States	Orange-All (Stylized)	10/10/89	2/11/92	1674731
United States	Perform	3/15/67	5/5/70	890322
United States	Perform	10/4/79	5/12/81	1153584

United States	Root Canal	8/30/95	7/1/97	2076268
United States	Solar System and Design	1/23/81	7/19/83	1245706
United States	Trewax	7/11/80	11/23/82	1217196
United States	Trewax and Design	7/11/80	6/29/82	1199239
United States	Trewax Clean	1/23/96	5/13/97	2060766
United States	Up & Out	6/26/96	1/27/98	2133313
Canada	Formula XR- 9 Formule XR-9	5/30/83	4/6/84	289558

SCHEDULE B

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Application Number</u>	<u>Application Date</u>
United States	Kitchen Patrol	Approved by Examiner for Publication	74/730450	9/18/95
United States	Rubbercote	To Client		
United States	Shower Patrol	Approved by Examiner for Publication	74/722729	8/30/95

0566725.WPD

RECORDED: 08/14/1998

TRADEMARK
REEL: 1774 FRAME: 0150