

11-18-98

RECORDATION  
TRADE

11-23-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



100909185

documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

WOC Inc., a Delaware corporation

- Individual(s)
- General Partnership
- Corporation-State
- 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: September 1, 1998

2. Name and address of receiving party(ies)

Name: BankAmerica Business Credit, Inc.

Internal Address: \_\_\_\_\_

Street Address: 231 S. LaSalle Street, Ste. 1600

City: Chicago State: IL ZIP: 60697

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

B. Trademark Registration No.(s)

1,947,684

Additional numbers attached?  Yes  No

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

Name: Lexis Document Services

Internal Address: Attn: Ric Lollar

Street Address: 135 S. LaSalle Street

Suite 2260

City: Chicago State: IL ZIP: 60603

11/20/1998 DNGUYEN 00000304 1947684

01 FC:481

40.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed YOE
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Deborah Demus

Name of Person Signing

Deborah Demus

Signature

11/17/98

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

## AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amendment No. 1 to Intellectual Property Security Agreement (this "Amendment") dated as of September 2, 1998 is by and between WOC Inc., a Delaware corporation (the "Grantor"), and BankAmerica Business Credit, Inc., a Delaware corporation, as agent for the financial institutions party to the Credit Agreement referred to below (in such capacity, the "Agent").

### RECITALS

WHEREAS, the Grantor has entered into a Loan and Security Agreement, dated as of June 28, 1996, as amended, among the Grantor, Waxman Consumer Products Group Inc., Western American Manufacturing, Inc. and WAMI Sales, Inc., as borrowers, the financial institutions party thereto from time to time, as lenders (collectively, the "Lenders"), and the Agent (said agreement, as amended and as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement");

WHEREAS, the Grantor has entered into an Intellectual Property Security Agreement, dated as of June 28, 1996, between the Grantor and the Agent (the "Security Agreement"), pursuant to which the Grantor has granted to the Agent, for its benefit and the ratable benefit of the Lenders, a continuing security interest in the Intellectual Property Collateral (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on August 12, 1996 at Reel 1491, Frame 0677;

WHEREAS, subsequent to the execution, delivery and recording of the Security Agreement, the Grantor has adopted and has filed or made the trademark applications set forth on Schedule A hereto;

WHEREAS, the Grantor wishes to amend and supplement the Security Agreement so as, among other things, to add such trademarks and trademark applications as collateral thereunder, and the Agent is willing to amend and supplement the Security Agreement, all subject to the express terms and conditions specified in this Amendment; and

WHEREAS, this Amendment shall constitute a Loan Document (as such term is defined in the Credit Agreement) and these Recitals shall be construed as part of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the agreements, promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Security Agreement.

2. Grant of Security Interest in Supplemental Intellectual Property Collateral. In order to secure the complete and due and punctual payment of all of the Obligations (as such term is defined in the Credit Agreement), the Grantor has granted and conveyed, and hereby reaffirms such grant and conveyance, to the Agent, for its benefit and for the ratable benefit of the Lenders, as collateral security, a continuing security interest in and to all of the Grantor's entire right, title and interest in and to the Intellectual Property Collateral, and, in addition thereto, the Grantor hereby grants and conveys to the Agent, for its benefit and for the ratable benefit of the Lenders, as collateral security, a continuing security interest in all of the Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets, subject to the provisions set forth below in this Section 2 (all of which being hereinafter referred to as the "Supplemental Intellectual Property Collateral"):

(a) all Trademarks of the Grantor, including, without limitation, the Trademarks listed on Schedule A hereto; and

(b) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks (including, without limitation, the Trademarks listed on Schedule A hereto);

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Agent with respect to any Supplemental Intellectual Property Collateral to the extent prohibited by applicable law.

From and after the date of the effectiveness of this Amendment, (i) the term "Intellectual Property Collateral", when used in the Security Agreement, shall be deemed to include reference to the Supplemental Intellectual Property Collateral, (ii) the term "Trademarks", when used in the Security Agreement, shall be deemed to include reference to the Trademarks listed on Schedule A hereto, and (iii) Schedule A hereto shall be made a part of Schedule A to the Security Agreement, and each reference to Schedule A in the Security Agreement shall be deemed to include reference to Schedule A hereto.

3. Representations and Warranties. The Grantor warrants and represents to the Agent and the Lenders as follows: The Grantor has the corporate power and authority to execute, deliver and perform this Amendment and the Security Agreement, as amended by this Amendment, and to grant to the Agent security interests in the Supplemental Intellectual Property Collateral. The Grantor has taken all necessary corporate action (including, without limitation, obtaining approval of its stockholders if necessary) to authorize its execution, delivery, and performance of this Amendment and the Security Agreement, as amended by this Amendment. No consent, approval, or authorization of, or declaration or filing with, any governmental authority, and no consent of any other Person, is required in connection with the Grantor's execution, delivery and performance of this Amendment and the Security Agreement, as amended by this Amendment, except for those already duly obtained. This Amendment and the Security Agreement, as amended by this Amendment, has been duly executed and delivered by the Grantor, and constitute its legal, valid and binding obligation, enforceable against it in

accordance with its terms. The Grantor's execution, delivery, and performance of this Amendment and the Security Agreement, as amended by this Amendment, do not and will not conflict with, or constitute a violation or breach of, or constitute a default under, or result in the creation or imposition of any lien upon the property of the Grantor or any of its subsidiaries by reason of the terms of (a) any contract, mortgage, lien, lease, agreement, indenture, or instrument to which the Grantor is a party or which is binding upon it, (b) any requirement of law applicable to the Grantor or any of its Subsidiaries, or (c) the certificate or articles of incorporation or by-laws of the Grantor.

4. Documents Remain in Effect; References. Except as amended and modified by this Amendment, the Security Agreement remains in full force and effect, and the Grantor hereby ratifies, adopts and confirms its representations, warranties, agreements and covenants contained in, and obligations and liabilities under, the Security Agreement, all of which shall apply to the Supplemental Intellectual Property Collateral to the same extent and with the same force and effect as if the Supplemental Intellectual Property Collateral had been specifically described and referred to in the Security Agreement. On and after the date of the effectiveness of this Amendment, each reference in the Security Agreement, as amended hereby, to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference to the "Security Agreement" in any other Loan Document, or in any of the other agreements, documents or other instruments executed and/or delivered pursuant to the Security Agreement, shall mean and be a reference to the Security Agreement, as amended hereby.

5. Incorporation of Security Agreement. Articles 13 through and including 26 of the Security Agreement are incorporated herein by reference with the same effect as if set forth in full herein with only those modifications necessary to permit such Articles to refer to this Amendment.

[signatures continue on following page]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Amendment to be executed and delivered by their respective duly authorized officers, as of the date first written above.

WOC INC.

By: Mark Wester  
Title: Secretary / Treasurer

BANKAMERICA BUSINESS CREDIT, INC.,  
as Agent

By: [Signature]  
Title: V.P. Ast. Account Executive

STATE OF OHIO )  
 ) SS.  
COUNTY OF CUYAHOGA )

On this 15<sup>th</sup> day of September, 1998, before me came MARK WESTER, to me known to be an officer of WOC Inc., the company described in and which executed the above instrument, and duly acknowledged that he executed the same.

Susanne E. Sharkus  
Notary Public

[SEAL]

**Susanne Sharkus, Notary Public**  
**State of Ohio - Cuya. Cty**  
**My Commission Exp. 3-23-2002**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 15<sup>th</sup> day of September, 1998, before me came Beverly J. Day, to me known to be an officer of BankAmerica Business Credit, Inc., the company described in and which executed the above instrument, and duly acknowledged that she executed the same.

Maria Battaglia  
Notary Public

[SEAL]

“OFFICIAL SEAL”  
Maria Battaglia  
Notary Public, State of Illinois  
My Commission Expires 10/30/98

SCHEDULE A TO  
AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARKS

A. Registered Trademarks

<u>Application / Reg. No.</u>	<u>Mark</u>	<u>Issue / Filing Date</u>
Reg. No. 1,947,684	The Big Duty Deadbolt	Issued 1-9-96

B. Unregistered Trademarks Without Pending Trademark Applications

1. Rx