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12-04-1998

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

11-16-1998

U.S. Patent & TMO/TM Ma



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11-16-98

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/02/1998 DHSUYEN 00000208 1623325

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD INFORMATION DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet to **REEL: 1022 FRAME: 0255**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,623,325"/>	<input type="text" value="1,634,662"/>	<input type="text" value="1,637,413"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,640,249"/>	<input type="text" value="1,644,982"/>	<input type="text" value="1,666,455"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,670,980"/>	<input type="text" value="1,670,981"/>	<input type="text" value="1,682,985"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Thomas R. Vigil

October 31, 1998

Name of Person Signing

Signature

Date Signed

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

### Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name NationsCredit Commercial Corporation

9/29/98

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

### Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name AFA Products, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 135 Pine Street

Address (line 2) Forest City, North Carolina 28043

Address (line 3) City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization Delaware

### Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

			1,683,819	2,063,559	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Agreement, dated as of September 29, 1998, between AFA Products, Inc., a Delaware corporation, and Continental Sprayers International, Inc., a Delaware corporation (collectively, the "Grantor"), and NationsCredit Commercial Corporation (the "Secured Party").

WHEREAS, Grantor's parent (the "Borrower") and the Secured Party entered into that certain Credit Agreement dated as of February 4, 1998, between the Borrower, the banks, financial institutions and other institutional lender parties thereto and the Secured Party as amended from time to time (the "Credit Agreement"), pursuant to which the Secured Party extended credit to the Borrower; and

WHEREAS, the Borrower and the Secured Party entered into an Intellectual Property Security Agreement dated as of February 4, 1998 (the "Security Agreement") pursuant to which the Borrower, in order to secure the payment, performance and observance of the Borrower's obligations to the Secured Party, granted the Secured Party a security interest in all the Borrower's intellectual property, including but not limited to, the Trademark Collateral (as defined below); and

WHEREAS, the Borrower has requested that the Secured Party release its security interest in the Trademark Collateral in connection with the termination of all of the Borrower's obligations under the Credit Agreement.


NOW, THEREFORE, in order to induce the Secured Party to release its security interest in the Trademark Collateral and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Secured Party agree as follows:

1. Pursuant to the Security Agreement, the Borrower has granted to the Secured Party a security interest in, among other things, the following "Trademark Collateral": all trademark registrations or trademark applications, all whether now or hereafter owned by the Borrower, and all goodwill appurtenant to, associated with or symbolized by any of the foregoing, all in accordance with the terms and conditions of the Security Agreement.


2. The Secured Party hereby releases its security interest in the Trademark Collateral including, without limitation, those trademarks listed in Schedule 2 attached hereto (the "Released Collateral").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


AFA PRODUCTS, INC.

By:   
Name: PETER G. LUCARENGO  
Title: Authorized Signatory

CONTINENTAL SPRAYERS INTERNATIONAL,  
INC.

By:   
Name: PETER G. LUCARENGO  
Title: AUTHORIZED SIGNATORY

NATIONSCREDIT COMMERCIAL CORPORATION

By:   
Name: Allan J. Regatta  
Title: V.P.

**TRADEMARK REGISTRATIONS**  
**OF AFA PRODUCTS, INC.**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>V&amp;A No.</u>
<b>UNITED STATES</b>			
5910 SPRAYER - SILHOUETTE	1,634,662	2/12/91	87220
5910 SPRAYER - SIDE PROFILE	1,637,413	3/12/91	89026
7585 SPRAYER - SIDE PROFILE	1,695,787	6/23/92	89027
8202 SPRAYER - SIDE PROFILE	1,633,730	2/5/91	89030
8710-AT SPRAYER - SIDE PROFILE	1,687,585	5/19/92	89031
8710-ATP SPRAYER - SIDE PROFILE	1,694,022	6/16/92	89033
5910 SPRAYER - THREE DIMENSIONAL VIEW	1,666,455	12/3/91	89159
7600 SPRAYER - THREE DIMENSIONAL VIEW	1,670,980	1/7/92	89162
8202 SPRAYER - THREE DIMENSIONAL VIEW	1,670,981	1/7/92	89163
8710-HNT-FT SPRAYER - THREE DIMENSIONAL VIEW	1,697,372	6/30/92	89164
8710-HNT-FT SPRAYER - THREE DIMENSIONAL VIEW	1,689,860	6/2/92	89165
AFA (CLASS 8)	1,644,982	5/21/91	89190
afa & DESIGN (CLASS 8)	1,623,325	11/20/90	89191
AFA (CLASS 21)	1,682,985	4/14/92	90028

afa & DESIGN (CLASS 21)	1,683,819	4/21/92	90029
ECOSPRAYER	2,063,559	5/20/97	92045