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

12-17-1998

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



100923537



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

Name KIK (Houston) Inc.

Execution Date
Month Day Year _____

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Chase Manhattan Bank, The

DBA/AKATA _____

Composed of _____

Address (line 1) 600 5th Avenue

Address (line 2) _____

Address (line 3) New York

New York

10020

City

State/Country

Zip Code

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

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.)

12/15/1998 JSWABAZZ 00000240 0637011

FOR OFFICE USE ONLY

01 FC:481
02 FC:482
03 FC:998

40.00 OP
25.00 OP
15.00 OP

fee OK

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 1827 FRAME: 0061

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name N/A

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 212-836-8248

Name JEFFREY M. EPSTEIN, ESQ.

Address (line 1) KAYE, SCHOLER, FIERMAN, HAYS & HANDLER, LLP

Address (line 2) 425 PARK AVENUE

Address (line 3) _____

Address (line 4) NEW YORK, NEW YORK 10022

Pages

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

4

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)

0637011 _____
0882609 _____

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 80.00

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:

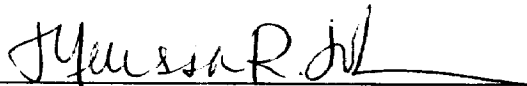
Yes

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.

Melissa R. Johnson



12/11/98

Name of Person Signing

Signature

Date Signed

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, KIK (Houston) Inc., a corporation organized under the laws of the State of Delaware (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in, or are the subject of pending applications for registration in, the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") referred to in the Credit Agreement dated as of September 14, 1998, among KIK Partners, LP, a Delaware limited partnership and KIK Holdings (Canada) Inc., a corporation organized under the laws of New Brunswick, Canada, the Lenders, the Guarantors named therein, the Borrowers named therein and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and for (ii) itself as issuer of the Letters of Credit, and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment and performance of the Secured Obligations, as defined in the Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment and performance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of the 14th day of September, 1998.

KIK (Houston) Inc.

By: 
Name: Denis Waldron
Title: Secretary
Address: 2921 Center Street
Houston, TX 77054

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
SURE-KLEAN	11/13/56	637,011
LEM 'N' SPARKLE	12/16/69	882, 609