MLD 2-1-99

FORM PTO-1594
Rev. 6-93
OMB No. 0651-0011 exp 4-94

RECORDATION FORM
TRADEMARKS

02-08-1999

100959862

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Edward Don & Company

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Illinois
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: LaSalle National Bank, as Agent

Internal Address: Suite 1126

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

- ☐ Individual(s) citizenship
- ☒ Association national banking 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

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: January 15, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: John R. Mannix, Jr.

Internal Address: Rudnick & Wolfe

02/08/1999 SBURNS 00000064 1445762
01 FC:481 40.00 OP
02 FC:482 325.00 OP

Street Address: 203 North LaSalle Street

Suite 1800

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....$ 365.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

John R. Mannix, Jr.
Name of Person Signing

Signature

January 18, 1999
Date

Total number of pages including cover sheet, attachments, and document: 24

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

TRADEMARKS - U.S.A.

MARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
DON	1,445,762	July 7, 1987	U.S.A.
DON-ITE	1,308,065	December 4, 1984	U.S.A.
DON-O-MITE	1,300,100	October 16, 1984	U.S.A.
GREEN DRAGON	715,051	May 9, 1961	U.S.A.
MIR-O-SPRAY	1,300,099	October 16, 1984	U.S.A.
OVEN-NU	771,271	June 9, 1964	U.S.A.
PANKOTE	808,255	May 10, 1966	U.S.A.
REDTIGER	814,137	April 18, 1961	U.S.A.
RIVOLI	765,841	March 3, 1964	U.S.A.
SABRE-SHARP	1,384,030	February 25, 1986	U.S.A.
SENSI-DERM	1,365,131	October 15, 1985	U.S.A.
STAKUPS and Design	1,328,566	April 2, 1985	U.S.A.
SUPER JET! and Design	1,327,832	April 2, 1985	U.S.A.
WAM KNOCKS OUT DIRT! and Design	1,297,332	September 25, 1984	U.S.A.

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") dated as of January 15, 1999, is between EDWARD DON & COMPANY" (the "Company") and LASALLE NATIONAL BANK in its capacity as agent for the Lender Parties referred to below (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, the Company has entered into a Credit Agreement dated as of January 15, 1999 (as amended or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company; and

WHEREAS, the obligations of the Company under the Credit Agreement are to be secured pursuant to this Agreement;

NOW, THEREFORE, for and in consideration of any loan, advance or other financial accommodation heretofore or hereafter made to the Company under or in connection with the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**.

a. Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.

b. The following terms have the following meanings:

"Collateral" means all property and rights of the Company in which a security interest is granted under the Security Agreement and the other Loan Documents:

"Lender Party" means each Bank under and as defined in the Credit Agreement and any Affiliate of such a Bank which is a party to a Hedging Agreement with the Company.

"Liabilities" means all obligations (monetary or otherwise) of the Company under the Credit Agreement, any Note, any other Loan Document or any other document or instrument executed in connection therewith and all Hedging Obligations owed to any Lender Party, in each case howsoever created, arising or evidenced, whether direct

or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

c. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

d. All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Security Interest in Trademarks**. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, the Company hereby grants to the Agent for the benefit of the Lender Parties, a continuing security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Company's now owned or existing and hereafter acquired or arising:

a. trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, unregistered service marks, registered service marks and service mark applications including, without limitation, the unregistered trademarks, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Company's rights corresponding thereto throughout the world (all of the foregoing unregistered trademarks, registered trademarks, trademark applications, trade names, trade styles, unregistered service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 2(a), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

b. the goodwill of the Company's business connected with and symbolized by the Trademarks; and

c. license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party' s trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether the Company is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the rights of the Agent and the Lender Parties under the Credit Agreement or any other Loan Document executed in connection therewith (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding

the foregoing provisions of this Section 2, the Licenses shall not include any license agreement under which the Company is licensee which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. **Restrictions on Future Agreements**. The Company will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Company further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which could reasonably be expected to affect in any material respect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with those Trademarks and Licenses which are necessary or desirable in the operation of the Company's business.

4. **New Trademarks and Licenses**. The Company represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications now owned or held by the Company. If, prior to the termination of this Agreement, the Company shall (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, trade styles, service mark, service mark registration or service mark application, the provisions of Section 2 above shall automatically apply thereto and the Company shall give to the Agent prompt written notice thereof. The Company hereby authorizes the Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications, and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2 above, or under this Section 4 (whether or not any such notice from the Company has been sent or received), and (b) filing, in addition to and not in substitution for, this Agreement, a supplement or addendum to this Agreement containing on Schedules A or B thereto, as the case may be, such trademarks, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 above or this Section 4 and to take any action the Agent otherwise deems appropriate to perfect or maintain the rights and interests of the Agent under this Agreement with respect to such Trademarks and Licenses. Any amendments to filings made by the Agent pursuant to this Section 4

at any time during which no Event of Default shall exist shall be subject to the prior approval of the Company.

5. **Royalties.** The Company hereby agrees that the use by the Agent of the Trademarks and Licenses as authorized hereunder shall be co-extensive with the Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the Lender Parties to the Company or anyone.

6. **Nature and Continuation of Security Interest**. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Liabilities have been paid in full and the Credit Agreement terminated. To the extent that the collateral assignment of the security interest in any one or more of the trademark or service mark intent to use applications would invalidate a specific trademark or service mark application or registration, then the collateral assignment of the security interest of such specific application shall be deemed without force or effect as if it had never been made.

7. **Right to Inspect; Further Assignments and Security Interests**. The Agent shall have the right, during normal business hours and upon reasonable prior notice (or at any time without notice if an Event of Default exists), to inspect the Company's premises and to examine the Company's books, records, and operations relating to the Trademarks, including, without limitation, the Company's quality control processes; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of the Company's ordinary business operations, and such inspections shall otherwise be conducted in accordance with the provisions of Section 10.2 of the Credit Agreement. From and after the occurrence of an Event of Default, and during the continuation thereof, subject to the terms of the Credit Agreement and any other Loan Document executed in connection therewith, the Company agrees that the Agent, or a conservator appointed by the Agent, shall have the right to take any action to renew or to apply for registration of any Trademarks as the Agent or said conservator, in its sole judgment, may deem necessary or desirable in connection with the enforcement of the Agent's rights hereunder. Except as otherwise provided hereunder and in Section 10.11 of the Credit Agreement, the Company agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of the Agent and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

8. **Duties of The Company**. The Company shall have the duty, to the extent necessary or desirable in the normal conduct of the Company's business, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks as the Company deems appropriate, and (iii) to preserve and maintain all of the Company's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection

with the foregoing shall be borne by the Company. The Company shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Company's business. The Agent shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Company and added to the Liabilities secured hereby.

9. **Agent's Right to Sue**. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit or take any such action, the Company shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. The Company shall, upon demand, promptly reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 9 (including, without limitation, all Attorney Costs). If, for any reason whatsoever, the Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Liabilities secured hereby.

10. **Waivers**. No course of dealing between the Company and the Agent or the Lender Parties, and no failure to exercise or delay in exercising on the part of the Agent any right, power or privilege hereunder or under the Credit Agreement or any other Loan Document executed in connection therewith shall operate as a waiver of any of the Agent's or the Lender Parties' rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Credit Agreement or any other Loan Document executed in connection therewith shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Exercise of Rights and Remedies Upon Default**. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Agent and the Lender Parties may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any other Loan Document executed in connection therewith. Without limiting the generality of the foregoing, the Company acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and the Agent and the Lender Parties shall have the right to exercise their rights under the Credit Agreement and any other Loan Document executed in connection therewith with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, the Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell any and all inventory, or otherwise use or transfer such Collateral in connection with the conduct of the Company's business.

12. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney**. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Company hereby irrevocably appoints the Agent as the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company or otherwise to carry out the acts described below at the times described below. Subject to the terms of the Credit Agreement and any other Loan Document executed in connection therewith, the Company hereby authorizes the Agent to, in its sole discretion, upon the occurrence and during the continuance of an Event of Default, (i) endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use or transfer of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Agent deems is in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. The Company hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the Lender Parties under the Credit Agreement or any other Loan Document executed in connection therewith, but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. **Binding Effect; Benefits**. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of the Agent and the Lender Parties and their respective nominees, successors and assigns. The Company's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Company; provided, however, that the Company shall not voluntarily assign its obligations hereunder without the prior written consent of the Agent.

16. **Governing Law**. This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Illinois, except for its choice of law provisions.

17. **Notices**. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. **Section Headings**. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. **Execution in Counterparts**. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

EDWARD DON & COMPANY

By: _____
Name: James P. Jones
Title: Vice President

Accepted and agreed to in Chicago, Illinois as of this 15th day of January, 1999.

LASALLE NATIONAL BANK, as Agent

By: _____
Name: Susan M. Kaminski
Title: Vice President

TRADEMARK
REEL: 1853 FRAME: 0024

STATE OF ILLINOIS)
) **SS.**
COUNTY OF COOK)

I, Ruth A. Cordes, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James P. Jones, personally known to me to be the Vice President of Edward Don & Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such, he signed and delivered said instrument pursuant to the proper authority given, as his free and voluntary act, and as the free and voluntary act and deed of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of January, 1999.

Ruth A. Cordes

Notary Public

[Seal]

"OFFICIAL SEAL"
RUTH A. CORDES
Notary Public, State of Illinois
My Commission Expires 4/28/01

My Commission expires:

_____

TRADEMARK
REEL: 1853 FRAME: 0025

SCHEDULE A-1

EDWARD DON & COMPANY

Foreign Trademark Status Report

last updated: January 11, 1999

Argentina	A	DON and 	IC 3 was amended to include only the goods listed on the private label list. IC 21, 8, 16 are currently for whole class. IC 39 (changed from 42 at suggestion of local counsel) is for distribution services	DON Reg. No. 1.687.782(Class 3) 2.017.136 (Class 21) 2.140.588 (Class 8) 2.140.589 (Class 16) 2.140.590 (Class 39) DON and Design Reg. No. 1.687.784(Class 3) 2.017.138 (Class 21) 2.140.591 (Class 8) 2.140.592 (Class 16) 2.140.593 (Class 39)	Registered September 15, 1998. Abandoned per client instructions. Applications (IC 8, 16, 39) filed March 26, 1998. (memo said switch to class 42 - requested update) Registered September 15, 1998. Abandoned per client instructions. Applications (IC 8, 16, 39) filed March 26, 1998. (note: opposition to David Elnecave registration - awaiting advice requested Sept 2, 1998: info re. Elnecave from Oct 10, 1997 letter)
Australia					Client has requested a hold on further action.

TRADEMARK
REEL: 1853 FRAME: 0026

COUNTRY	[illegible]	MARK	[illegible]	[illegible]	[illegible]
Bahamas	A	DON and 	Old British Classes 2, 8, 12, 13, 15, 28, 32, 39, 47 and 50	DON 18,356 (Class 12) 18,357 (Class 2) 18,358 (Class 8) 18,359 (Class 13) 18,360 (Class 15) 18,361 (Class 28) 18,362 (Class 32) 18,363 (Class 50) 18,364 (Class 47) 18,365 (Class 39) DON and Design 18,346 (Class 2) 18,347 (Class 8) 18,348 (Class 50)	Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997

TRADEMARK
REEL: 1853 FRAME: 0027

COUNTRY	REFERENCE	MARK	[illegible]	[illegible]	[illegible]
Bahamas (continued)				18,349 (Class 12) 18,350 (Class 13) 18,351 (Class 15) 18,352 (Class 28) 18,353 (Class 32) 18,354 (Class 39) 18,355 (Class 47) *Client has decided against further expansion of protection.*	Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997 Registered March 26, 1997
Bolivia	C	DON and Don	IC 21 IC 42 IC 21 IC 42	3967 (Class 21) 04485 (Class 42) 3968 (Class 21) 04484 (Class 42)	Class 21 application filed March 19, 1997. Class 42 application filed April 6, 1998. - March 6, 1998 letter said regist. cert. arrive w/in 6mos Class 21 application filed March 19, 1997. Class 42 application filed April 6, 1998.

TRADEMARK
REEL: 1853 FRAME: 0028

COUNTRY	[illegible]	MARK	[illegible]	[illegible]	[illegible]
Brazil	A	Don	Brazilian Classes 03.10,03.20	App. No. 820,128,295	Application filed July 15, 1997. (opposition term ended March 28, 1998)
			Brazilian Classes 08.40	App. No. 820,128,309	Application filed July 15, 1997.
			Brazilian Classes 16.70	App. No. 820,128,317	Application filed July 15, 1997.
			Brazilian Classes 17.10	App. No. 820,128, 325	Application filed July 15, 1997.
			Brazilian Classes 20.20, 20.25, 20.35	App. No. 820,128,333	Application filed July 15, 1997.
			Brazilian Classes 24.20, 24.30	App. No. 820,128,341	Application filed July 15, 1997.
			Brazilian Classes 40.15	App. No. 820,128,350	Application filed July 15, 1997.

TRADEMARK
REEL: 1853 FRAME: 0029

COUNTRY	IMPORTANCE	MARK	GOODS/SERVICES	REGISTRATION OR SERIAL NUMBER	STATUS/COMMENTS
Chile	B	Don	IC 3, 21 IC 8, 42	Serial No. 336.227 (Class 3) Reg. No. 476.318 (Class 21) 407.423 (Class 8) 407.424 (Class 42)	Application denied on the basis of likelihood of confusion with a third-party registration for D.O.N. *Client instructed us not to appeal rejection December 17, 1996.* Class 21 registered January 7, 1997 for 10 year term. Applications (IC 8, 42) filed March 5, 1998. Rejected. Requested advice from counsel re amend/refile. *Client instructed us not to refile or pursue further: November 24, 1998.*
China					Client requested a hold on further action.
Colombia	A	Don	IC 3, 21 IC 8, 16, 42	Reg. No. 205021 (Class 3) 96008168 (Class 21) Reg. No. 211449 (Class 8) Reg. No. 211451 (Class 16) Reg. No. 211450 (Class 42)	Class 3 Registered January 28, 1998. Opposition period ended Oct. 24, 1996. Awaiting final registrability exam prior to registration. *Oct. 14, 1998 Colombian counsel confirmed applications still pending.* Classes 8, 16, 42 registered Aug. 19, 1998. Renewal due Aug. 19, 2009.

TRADEMARK
REEL: 1853 FRAME: 0030

COUNTRY	IMPORTANCE	MARK	GOODS/SERVICES	REGISTRATION OR [illegible]	STATUS/COMMENTS
Dominican Republic	A	Don	Dominican National Class 70	83259	Registered April 15, 1996. Renewal due April 15, 2016. Instructions re classification sent March 2, 1998.
European Community Trademark	A	DON and Don	IC 3,4,5,7,8,9, 12,16,20,21, 24,27,42 applications filed for goods on private label list	483156 483222	*Filed March 3, 1997* -Office Action May 27, 1998: - clarify terms in 24 - amend descript of 39 - counsel filed response (July 7, 1998 letter)
France	A	DON and Don	IC 8,16,21,39	<u>DON</u> 98/723808 <u>DON and Design</u> 98/723807	*Applications filed March 19, 1998* (for classes 3, 8, 16, 21, 42). Class 3 withdrawn due to Colgate Palomolive opposition (recorded Sept 10, 1998). Amendment filed for classes 8, 16, 21, 39.

TRADEMARK
REEL: 1853 FRAME: 0031

COUNTRY	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Germany	A	DON and	IC 3, 8, 16, 21, 35, 39	398 12 198.2/21 398 12 170.2/21	*Application Date: March 5, 1998.* originally filed 3, 8, 16, 21, 42. -Examiner rejected class 42 description. -amended class 42 to classes 35 & 39. (additional fees paid)
Hong Kong					Client requested a hold on further action.
Indonesia					Client requested a hold on further action.
Jamaica	B	DON and 	IC 3, 21	DON 3/3409 (Class 3) 21/341 (Class 21) DON and Design 3/3407 (Class 3) 21/338 (Class 21)	*Applications pending (filed March 5, 1996).* Awaiting formal action. Registrar recommended Part B register status. Local counsel advises that law changing to give equal force to Part B. No reconsiderations or appeals will be filed (Sept 1, 1998). *Applications pending (filed March 5, 1996).* Awaiting formal action. Registrar recommended Part B register status. Local counsel advises that law changing to give equal force to Part B. No reconsiderations or appeals will be filed (Sept 1, 1998).
Japan					Client requested a hold on further action.

TRADEMARK
REEL: 1853 FRAME: 0032

COUNTRY	IMPORTANCE	MARK	GOODS/SERVICES	REGISTRATION OR SERIAL NUMBER	STATUS/DATES
Korea (South)	A	DON	Korean Classes	DON	*Applications filed and pending.*
				Reg. No. 396276 (Class 02)	Class 2 registered February 19, 1998.
				96-57712 (Class 05)	Class 5 application abandoned.
				Reg. No. 416013 (Class 10)	Class 10 registered August 13, 1998.
				Reg. No. 392459 (Class 11)	Class 11 registered January 22, 1998.
				Reg. No. 403010 (Class 13)	Class 13 registered May 29, 1998.
				Reg. No. 407964 (Class 14)	Class 14 registered July 6, 1998.
				Reg. No. 397118 (Class 15)	Class 15 registered February 25, 1998.
				Reg. No. 397119 (Class 18)	Class 18 registered February 25, 1998.
				Reg. No. 404098 (Class 21)	Class 21 registered June 11, 1998.
				96-57720 (Class 25)	Decision to publish May 25, 1998.
				96-57721 (Class 26)	
				96-57722 (Class 34)	
				Reg. No. 399799 (Class 37)	Class 37 registered March 18, 1998.
				96-57724 (Class 38)	Class 38 published April 1998.
				Reg. No. 403011 (Class 39)	Class 39 registered May 29, 1998.
				96-57726 (Class 40)	
				Reg. No. 043914(Class 112)	Class 112 registered July 14, 1998.
		EDWARD DON		EDWARD DON	
				Reg. No. 396274 (Class 02)	Class 2 registered February 19, 1998.
				96-57696 (Class 05)	
				Reg. No. 401133 (Class 10)	Class 10 registered April 1, 1998.
				Reg. No. 392457 (Class 11)	Class 11 registered January 22, 1998.
				Reg. No. 403007 (Class 13)	Class 13 registered May 29 1998.
				Reg. No. 407963 (Class 14)	Class 14 registered July 6, 1998.
				96-57701 (Class 15)	
				Reg. No. 392458 (Class 18)	Class 18 registered January 22, 1998.

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COUNTRY	IMPORTANCE	MARK	GOODS/ SERVICES	REGISTRATION OR SERIAL NUMBER	STATUS/COMMENTS
Korea (South) continued...		EDWARD DON			*Applications filed and pending.*
				96-57704 (Class 25)	
				96-57705 (Class 26)	
				Reg. No. 396275 (Class 34)	Class 34 registered February 19, 1998.
				Reg. No. 399798 (Class 37)	Class 37 registered March 18, 1998.
				Reg. No. 403008 (Class 38)	Class 38 registered May 29, 1998.
				Reg. No. 403009 (Class 39)	Class 39 registered May 29, 1998.
				Reg. No. 411809 (Class 40)	Class 40 registered July 23, 1998.
				96-16220 (Class 112)	Edward Don Korea opposition filed
Mexico	-	DON	IC 03, 21 and 42	<u>DON</u>	*Applications filed May 21, 1997.*
		and		295611 (Class 3)	Awaiting responses from Mexican Trademark Office regarding our responses to Office Action.
		Don	IC 03, 21 and 42	Reg. No. 562103 (Class 21)	Registered (IC 21) October 31, 1997.
				295641 (Class 42)	*Client instructed us <u>not</u> to file additional applications.*
				<u>DON and Design</u>	
				Reg. No. 551517 (Class 3)	Registered June 25, 1997. Renew before May 21, 2007.
				295614 (Class 21)	
				Reg. No.551518 (Class 42)	Registered June 25, 1997. Renew before May 21, 2007.
					Oct 8, 1998 requested update on Office Action

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COUNTRY	IMPORTANCE	MARK	GOODS/SERVICES	REGISTRATION OR APPLICATION NUMBER	STATUS/EXPIRATION
Panama		DON	IC 16, 21 and 42	4936 (Class 16) 5672 (Class 21) 4939 (Class 42)	Registered August 26, 1994. Renewal due August 26, 2004. Registered October 5, 1993. Renewal due October 5, 20203. Registered August 26, 1994. Renewal due August 26, 2004. *Client instructed us not to file additional applications.*
Paraguay	B	DON and Don	IC 3 application includes only the goods listed on the private label list. IC 21 application is for whole class. IC 8, 42	DON Reg. No. 204243 (Class 3) Reg. No. 205663 (Class 21) 04394 (Class 8) 04550 (Class 42) DON and Design Reg. No. 206522 (Class 3) 03729 (Class 21) 07368 (Class 8) 07369 (Class 42)	Class 3 Registered June 26, 1998. Class 21 Registered August 11, 1998 Class 8 word application filed March 2, 1998. Class 42 word application filed March 3, 1998. *Design applications filed April 8, 1998.* Class 3 registered Sept. 4, 1998.

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COUNTRY	IMPORTANCE	MARK	GOODS/SERVICES	REGISTRATION OR SERIAL NUMBER	STATUS/COMMENTS
Peru		DON	IC 21	Registration No. 209,612	Registered October 19, 1994. Renewal due October 19, 2004. *Client instructed us not to file additional applications.*
Phillipines					Client has requested a hold on further action.
Singapore					Client has requested a hold on further action.
United Kingdom		DON and	IC 3, 4, 5, 7, 8, 9, 12, 16, 20, 21, 27, 42	DON & DON and Design Reg. No. 2136674B	*Applications filed June 23, 1997.* -refusal July 16, 1997 -amended application Jan 15, 1998. -amended 3, 16 & 27 Examiner suggested 2 categories: 2136674A: 4, 5, 7, 8, 9, 12, 20, 21 2136674B: 3, 16, 27 1st category published 4/8/98. Opposition filed 7/14/98 re. class 5. *Counter statement filed; settlement proceedings ongoing.* Classes 3, 16, 27 registered June 23, 1997 (decision Sept. 18, 1998). Renewal due June 23, 2007.

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COUNTRY	IMPORTANCE	MARK	GOODS/SERVICES	REGISTRATION OR SERIAL NUMBER	STATUS/DATES
Venezuela	-	DON and and Edward Don & Co. (trade name)	IC 8, 20, 21 35	DON 5268/93 - (Class 8) 5267/93 - (Class 20) DON and Design 4108/93 - (Class 21) 4109/93 - (Class 35) EDWARD DON & COMPANY 7504/94	Reconsideration petition accepted July 28, 1997. Awaiting Certificate of Registration Application granted July 10, 1995. Awaiting Certificate of Registration. Application granted July 10, 1995. Awaiting Certificate of Registration *Client instructed us not to file additional applications.* Application granted March 15, 1996. Awaiting Certificate of Registration. notice April 27, 1998; still awaiting certificates. Application filed June 10, 1994.

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SCHEDULE B
to Trademark Collateral Assignment and Security Agreement

LICENSES

1. That certain License Agreement dated as of December 19, 1996, between Edward Don & Company, an Illinois corporation, 2500 South Harlem Avenue, North Riverside, Illinois 60546 (the "Licensor") and Ana Company, LTD., #25-8 Sangdo-dong, Donglak-gu, Seoul 156-032, Republic of Korea (the "Licensee") in which Licensor has granted to Licensee certain rights to utilize certain Licensed Trademarks (as therein defined), and such rights are exclusive within the Republic of Korea.

2. That certain License Agreement dated as of January 17, 1997, between Edward Don & Company, an Illinois corporation, 2500 South Harlem Avenue, North Riverside, Illinois 60546, USA (the "Licensor") and Windsor Wholesale Limited, Leandown House, 7 Nestles Avenue, Hayes, Middlesex, UB3 4SA, England (the "Licensee") in which Licensor has granted to Licensee certain rights to utilize certain Licensed Trademarks (as therein defined), and such rights are exclusive within the United Kingdom and the Republic of Ireland (the "Primary Territory") and non-exclusive within France, Germany, Holland, Belgium, Luxembourg, and Switzerland (the "Secondary Territory").