

MPO

2-16-99

02-22-1999



100969963

To the Honorable Commissioner of Patents and Trademarks

or copy thereof.

1. Name of conveying party(ies):
Champion Brands, L.L.C.

Individual Association
 General Partnership Limited Partnership
 Corporation - State:
 Other: Missouri Limited Liability Co.

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: January 30, 1999

receiving party(ies):

Name: BankBoston, NA

Internal Address: _____

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State: _____
 Other: National Association

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 registration number(s)

A. Trademark Application No.(s) B. Trademark Registration No.(s)

SEE EXHIBIT A SEE EXHIBIT A

Additional numbers attached? yes no

RECEIVED
 FEB 15 PM 5:07
 COMMERCIAL BRANCH

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

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N. W. Suite 800 East

City: Washington, D.C. State: Zip: 20005

6. Total number of applications and registration involved:
 [33]

7. Total Fee (37 CFR 3.41) \$ 840

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
18-1945

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.

Catherine R. Howell Catherine R. Howell February 16, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and documents: 19

100969963
 02/18/1999 J.WATKINS
 44-481 CH
 804,500 CH

7068986.01

TRADEMARK REEL: 1857 FRAME: 0501

REGISTERED MARKS

MARK	REG. NO.	REG. DATE	GOODS	STATUS
CHAMPION POLY-7 (and Design)	1,432,658	03/17/87	Petroleum gel used to lubricate agriculture equipment	Incontestable
CHAMPION DIESEL FLO (and Design)	1,390,420	04/22/86	Fuel Additive	Incontestable
CHAMPION FIRE-BRITE (and Design)	1,412,927	10/14/86	Combustible mixtures used in igniting charcoal	Incontestable
CHAMPION VALVE SHIELD (and Design)	1,431,648	03/10/87	Chemical lubricants for mixture in "no lead" gasoline to be used in internal combustion engines built to burn leaded gasoline	Incontestable
CHAMPION KEROFUEL (and Design)	1,424,535	01/13/87	Multipurpose heating fuel containing kerosene	Incontestable
KEROFUEL (and Design)	1,284,009	07/03/84	Multipurpose fuel containing kerosene	Incontestable
POLY-7	1,298,325	10/02/84	Heavy petroleum based lubricants, including pressure gun grease	Incontestable
CHAMPION (and Design)	1,166,045	08/25/81	Stove and lantern fuel	Incontestable
CHAMPION VI (and Design)	1,508,700	10/18/88	Oil Treatment	Incontestable
CHAMPION HI-TECH LUBRICANTS (and Design)	1,592,700	04/24/90	Gear lubricants for agricultural equipment	Incontestable

CHAMPION AIR LOK (and Design)	1,586,361	03/13/90	Tire sealant	Incontestable
CHAMPION (and Design)	1,611,757	09/04/90	General purpose agricultural equipment transmission fluid	Incontestable
4000	1,461,544	10/20/87	General purpose agricultural and equipment transmission fluid	Incontestable
CHAMPION WINTER-TIME (and Design)	1,582,087	02/13/90	Chemical solution used to prevent freezing of plumbing lines in camper trailers, recreational vehicles, summer homes, and cabins during non- use	Incontestable
CHAMPION (and Design)	1,578,539	01/23/90	Oil for use in two-cycle engines, namely, motorcycles, lawn mowers, snowmobiles, and outboard boat motors	Incontestable

MARK	REG. NO.	REG. DATE	GOODS	STATUS
CHAMPION (and Design)	1,574,098	01/02/90	Brake fluid	Incontestable
CHAMPION (and Design)	1,580,885	02/06/90	Chemical starting fluid used to assist Internal combustion engines	Incontestable
CHAMPION (and Design)	1,494,711	07/05/88	Fuel injector cleaner	Incontestable
CHAMPION (and Design)	1,648,629	06/25/91	Hydraulic oil, gear lubricant, bar and chain oil, industrial lubricants, and metal working lubricants	Incontestable

CHAMPION (and Design)	1,759,328	03/23/93	Air brake antifreeze	Registered
CHAMPION NO ICE GAS LINE ANTI-FREEZE (and Design)	1,760,874	03/30/93	Gas line antifreeze	Registered
CHAMPION HI-TECH LUBRICANTS ALL FLEET "T" (and Design)	1,810,400	12/14/93	Diesel motor oil	Registered
JACK FROST (and Design)	1,757,840	03/18/93	Antifreeze mix for windshields	Registered
CHAMPION (and Design)	1,757,872	03/16/93	Paint Thinner	Registered
HTA	1,664,491	11/12/91	Services; namely, testing oil and petroleum base products	Registered
CHAMPION (and Design)	1,593,700	05/01/90	Power steering fluid	Incontestable

PENDING APPLICATIONS OWNED BY LOWE OIL COMPANY

MARK	SERIAL NO.	FILING DATE	GOODS
CHAMPION (and Design)	76/106,669	05/20/96	Transmission fluid; fuel injector cleaner; oil treatment; power steering fluid
CHAMPION HI-TECH (and Design)	75/111,164	05/28/96	Air tool lubricants; oil for use in two-cycle engines; namely, motorcycles, lawn mowers, snowmobiles, and outboard boat

			motors
BUSINESS IS GOOD	75/239,023	02/10/97	Fuel injector cleaner chemical additive; oil treatment chemical additive; fuel additive; etc.; paint thinner; penetrant; brake cleaner; etc.; air tool lubricants; oil for use in two-cycle engines, etc.
CHAMPION HI-TECH LUBRICANTS (and Design)	75/220,500	01/02/97	Gear lubricants for agricultural equipment; general purpose agricultural equipment transmission fluid
HI-TECH	75/239,061	02/10/97	Oil treatment chemical additive; antifreeze mix for windshields; power steering fluid; etc.; penetrant; brake cleaner; engine degreaser; etc.; air tool lubricants; oil for use in two-cycle engines, etc.
CHAMPION	75/239,022	02/10/97	Heavy petroleum-based lubricants, including pressure gun grease
CHAMPION HI-TECH (and Design)	75/196,332	11/12/96	Penetrant; brake cleaner; engine degreaser; carburetor cleaner
CHAMPION (and Design)	75/284,418	05/01/97	Automotive antifreeze

TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

This Agreement between Champion Brands, L.L.C., a Missouri limited liability company (the "Company"), located at 401 N. Vansant, Clinton, Missouri 64735, and BankBoston, N.A., as agent (the "Agent"), located at 100 Federal Street, Boston, Massachusetts 02110, acting for itself and certain other lenders under the Credit Agreement dated as of January 30, 1998, as from time to time in effect (the "Credit Agreement"), among the Company, certain of its subsidiaries, certain lenders party thereto and the Agent. In accordance with the Security Agreement dated as of January 30, 1998 (the "Security Agreement") between the Company and the Agent, the Company agrees to secure the payment and performance of the loans, fees, expenses, indemnities and other obligations under the Credit Agreement (collectively, the "Credit Obligations") to the Agent and the other Lenders. Terms defined in the Credit Agreement and the Security Agreement and not otherwise defined herein are used herein with the meanings so defined.

1. Grant of Security Interest. The Company hereby grants to the Agent and its successors and assigns a security interest in the items referred to below, whether now owned or hereafter acquired, and all proceeds thereof (collectively, the "Collateral"):

1.1. All of the right, title and interest of the Company in and to all trademarks and service marks (collectively, the "Marks"), registrations for the Marks (collectively, the "Registrations") and all trademark and service mark applications for the Marks (collectively, the "Applications"). Such Registrations and Applications shall include without limitation all existing United States registrations and applications of the Company described in Exhibit A hereto.

1.2. The goodwill of the business of the Company symbolized by each of the Marks.

1.3. All right, title and interest of the Company in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the Marks, the Registrations or the Applications.

2. Further Assurances. The Company shall execute, or use its best efforts at its expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

3. Agreement to Assign Collateral. The Company shall execute and deliver to the Agent on the date of this Agreement a written Assignment of Trademarks and Service Marks to the Agent in substantially the form attached hereto as Exhibit B (the "Assignment"). The Agent

shall hold the Assignment in escrow, and the Assignment shall have no legal effect and shall not be binding on the Company, until the occurrence and continuance of an Event of Default, at which time the Agent may file the Assignment with the U.S. Patent and Trademark Office and, upon such filing, the Assignment shall take effect as a legal document binding upon the Company.

4. **Foreclosure.** Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies granted by this Agreement and the Assignment, the Agent may exercise the rights and remedies of a secured party enacted in any of the jurisdictions in which the Collateral may be located. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, without demand or notice (except as set forth next below), all of which are waived, and without advertisement, the Agent may sell at public or private sale or otherwise realize upon, in The Commonwealth of Massachusetts or elsewhere, all or from time to time any of the Collateral, or any interest which the Company may have therein. Notice of any sale or other disposition of the Collateral shall be given to the Company at least 10 days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which the Company agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Credit Obligation or the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral (including associated goodwill), free from any right of redemption on the part of the Company, which right is waived and released. After deducting from the proceeds of sale or other disposition of the Collateral and associated goodwill all expenses (including reasonable expenses for brokers' fees and legal services), the balance of such proceeds shall be applied toward the payment of the Credit Obligations. Any remainder of the proceeds after payment in full of the Credit Obligations shall be paid over to the Company.

5. **Defeasance.** Upon payment in full of the Credit Obligations and termination of the commitments therefor, the Agent shall, at the Company's expense, release the security interest in the Collateral granted under this Agreement and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including cancellation of this Agreement by written notice to the U.S. Patent and Trademark Office and delivery back to the Company of the Assignment upon request of the Company.

6. **Covenants.** The Company covenants and agrees as follows:

6.1. The Company shall not abandon any Marks, Registrations or Applications included in the Collateral except such Marks, Registrations or Applications that the Company reasonably determines are not material to its business.

6.2. The Company shall maintain all rights held by the Company relating to the Marks, Registrations and Applications except such Marks, Registrations or Applications that the Company reasonably determines are not material to its business.

6.3. Until all of the Credit Obligations shall have been paid in full and termination of the commitments therefor, the Company shall not enter into any agreement (including a license agreement) which conflicts with the Company's obligations under this Agreement other than agreements that do not materially adversely affect the value of the Collateral, without the Agent's prior written consent.

6.4. If the Company shall obtain rights to any new registrable trademarks or service marks, the provisions of Section 1 shall automatically apply thereto and at least annually the Company shall give to the Agent written notice thereof, shall execute an amendment to Exhibit A including such registrations and applications and shall take any other action reasonably necessary to record the Agent's interest in such trademarks and service marks with the U.S. Patent and Trademark Office.

6.5. The Company has used, and will continue to use, proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

6.6. The Company has used, and will continue to use, reasonably consistent standards of quality in its manufacture of products sold, and services provided, under the Marks.

6.7. The Agent and its employees and agents, upon reasonable written request may visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Collateral inspect the products and quality control records relating thereto and monitor the services and inspect the quality control records relating to the services provided under the Collateral at reasonable times during business hours.

7. Representations and Warranties of Title. The Company represents and warrants that:

7.1. Exhibit A sets forth as of the date hereof all United States Registrations and Applications owned by the Company.

7.2. As of the date hereof, the Collateral set forth on Exhibit A is subsisting and has not been adjudged invalid or unenforceable.

7.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and the Company is not aware of any basis for any such claim to be asserted.

7.4. The Company is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any Liens, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third persons (other than any of the foregoing entered into in the ordinary course of business or other Liens permitted under Section 6.8 of the Credit Agreement).

7.5. The Company has the full power and authority to enter into this Agreement and perform its terms.

8. General.

8.1. No course of dealing between the Company and the Agent, nor any failure to exercise, nor any delay in exercising on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege.

8.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

8.3. If any clause or provision of this Agreement 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.

8.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Sections 3 and 6.4 hereof.

8.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

8.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of The Commonwealth of Massachusetts.

8.7. This Agreement is a Credit Document (as defined in the Credit Agreement) and may be executed in any number of counterparts, which together shall constitute one instrument.