

03-29-1999



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pa

100995142

Attached original documents or copy thereof.

3.24.99

1. Name of conveying party(ies):

USA Detergent, Inc.

- Individual(s)
- General Partnership
- Corporation (Delaware)
- Other
- Association
- Limited Liability

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

3. Nature of conveyance:

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

Execution Date: February 25, 1999

2. Name and address of receiving party(ies):

Name: Finova Capital Corporation
Internal Address: 355 South Grand Avenue, Suite 2400
City: Los Angeles State: CA ZIP: 90071

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

RECEIVED
MAR 24 11:10:43
COMMERCIAL DIVISION

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE B

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: VEDDER,PRICE, KAUFMAN & KAMMHOLZ

Attention: Tammy S. Settle

Internal Address:

Street Address: 222 North LaSalle Street
Suite 2600

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 26

7. Total Fee (37 CFR 3.41) \$ 665.00

- Enclosed
- Authorized to be charged to deposit account (Any Deficiencies)

8. Deposit account number: 22-0259

(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.

Tammy S. Settle
Name of Person Signing

Tammy S. Settle
Signature

March 23, 1999
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

03/26/1999 DNGUYEN 00000260 1919145

01 FC:481
02 FC:482

40.00 OR
625.00 DP

1. **Name of conveying party(ies):**
(Additional names)

Big Cloud Powder Corporation, a Delaware Corporation

Chicago Management Powder Corp., a Delaware Corporation

Chicago Contract Powder Corporation, an Illinois Corporation

SCHEDULE A
AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT
between USA Detergents, Inc.; Big Cloud Powder Corporation;
Chicago Management Powder Corp. and Chicago Contract Powder
Corporation and Finova Capital Corporation

MARK	REGISTRATION NUMBER
CAPTAIN SHINE	1,919,145
CLASSIC XTRA	2,133,908
CRYSTAL SHINE	1,657,774
FINE CARE	1,742,065
FINE CARE	1,861,340
FINECARE	2,043,674
MISCELLANEOUS DESIGN	2,002,497
MISCELLANEOUS DESIGN	2,028,783
MISCELLANEOUS DESIGN	1,952,070
MISCELLANEOUS DESIGN	2,100,538
NICE'N FLUFFY	1,575,962
PERFORMANCE PLUS	2,059,626
PLUMBER'S AID	1,977,012
SPEEDWAY	2,045,116
STARS/FLAGG/100% DESIGN	2,131,986
SWISS PINE	1,656,550
TOUCH OF GLASS	1,575,961
USA & DESIGN	1,691,110
USA AND FLAG & STARS DESIGN	2,007,897
USA/FLAG & STARS/DETERGENTS, INC.	2,131,987
XTRA	1,637,328
COUNTRY AIR	2,184,545

SCHEDULE B

**AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT
between USA Detergents, Inc.; Big Cloud Powder Corporation;
Chicago Management Powder Corp. and Chicago Contract Powder
Corporation and Finova Capital Corporation**

<i>MARK</i>	<i>APPLICATION NO.</i>
POWER SCRUB (word mark)	75/282,138
ATTACK	75/110,682
TILE ACTION & DESIGN	75/188,757
XTRA PLUS	75/470,478

**AMENDMENT TO
TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT ("**Amendment**"), dated as of **February 25, 1999**, made by **USA Detergents, Inc.**, a Delaware corporation, **Big Cloud Powder Corporation**, a Delaware corporation, **Chicago Management Powder Corp.**, a Delaware corporation and **Chicago Contract Powder Corporation**, an Illinois corporation, (individually and collectively and jointly and severally, the "**Borrower**") in favor of **FINOVA Capital Corporation**, a Delaware corporation, in its capacity as contractual representative ("**Agent**"), for itself and the other Lenders (as defined herein).

WITNESSETH:

WHEREAS, Borrower, Agent and certain other institutions from time to time parties thereto as lenders (collectively, the "**Lenders**"), have entered into that certain Amended and Restated Loan and Security Agreement, dated as of even date herewith (as amended or modified from time to time, the "**Loan Agreement**") which restates that certain Loan and Security Agreement, dated as of **August 14, 1998** ("**Prior Loan Agreement**"), among Borrower, Agent and the institutions from time to time parties thereto as lenders; and

WHEREAS, Agent has required, as a condition to entering into the Prior Loan Agreement, and to secure the Obligations thereunder, that the Borrower execute that certain Trademark and License Security Agreement, dated as of **August 14, 1998** ("**Trademark Agreement**"); and

WHEREAS, Agent and the Lenders require, as a condition to entering into the Loan Agreement and to secure the Obligations thereunder that the Borrower reaffirm the Agreement and that Borrower amend the Trademark Agreement, to provide for the inclusion of the additional Trademarks set forth on the Schedule I, attached hereto.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

1. **Incorporation and Reaffirmation of the Agreement.** All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Loan Agreement. The Trademark Agreement, to the extent not inconsistent with this Amendment, is incorporated and reaffirmed herein by this reference as though the same was set forth herein in its entirety. Except as specifically set forth herein, the Trademark Agreement shall remain in full force and effect.

2. **Amendment of the Trademark Agreement.** Schedule A of the Trademark Agreement is hereby amended by inserting each of the Trademarks listed on Schedule I hereto.

3. **Borrower Consent Not Necessary.** The fact that Agent has requested that the Borrower execute this Amendment shall not, by course of dealing or otherwise, limit Agent's right to unilaterally amend, from time to time, Schedule A of the Trademark Agreement pursuant to Section 4 thereof.

4. **Representations and Warranties; No Event of Default.** The representations and warranties set forth in Section 4 of the Trademark Agreement are deemed remade as of the date hereof as to each of the Trademarks listed on the original Schedule A and on the attached Schedule I. Upon full execution of this Amendment, no Event of Default exists nor does there exist any event or condition which with notice, lapse of time and/or the consummation of the transactions contemplated hereby, would constitute an Event of Default under the Trademark Agreement.

5. **Effectuation.** The amendments to the Trademark Agreement contemplated by this Amendment shall be deemed effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

Amendment to Trademark and License Security Agreement Signature Page

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement on the day and year first above written.

USA Detergents, Inc.,

a Delaware corporation,

Big Cloud Powder Corporation,

a Delaware corporation;

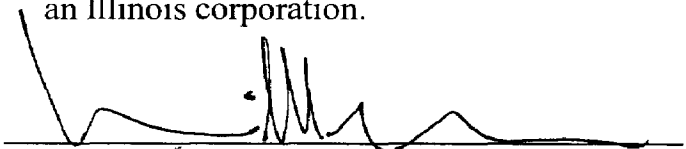
Chicago Management Powder Corp.,

a Delaware corporation; and

Chicago Contract Powder Corporation,

an Illinois corporation.

By: _____



Uri Evan, as the President and Chief Executive Officer of, and intending to legally bind, each of the above corporations

STATE OF

New Jersey

)

COUNTY OF

Middlesex

)

SS

The foregoing Amendment to Trademark and License Security Agreement was executed and acknowledged before me this 19 day of February, 1999, by Uri Evan, personally known to me to be the President and Chief Executive Officer of USA Detergents, Inc., a Delaware corporation, Big Cloud Powder Corporation, a Delaware corporation, Chicago Management Powder Corp., a Delaware corporation and Chicago Contract Powder Corporation, an Illinois corporation, on behalf of each such entity.

(SEAL)

Notary Public

Magdalen Juhasz Beigelbeck

My commission expires _____

MAGDALENA JUHASZ BEIGELBECK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 1, 2002

Amendment to Trademark and License Security Agreement Signature Page

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement on the day and year first above written.

USA Detergents, Inc.,

a Delaware corporation,

Big Cloud Powder Corporation,

a Delaware corporation;

Chicago Management Powder Corp.,

a Delaware corporation; and

Chicago Contract Powder Corporation,

an Illinois corporation.

By: _____
_____, as the
_____ of, and
intending to legally bind, each of the above
corporations

Acknowledged

FINOVA Capital Corporation, as Agent for
itself and the other Lenders

By: Steve M. Gerber
Its: Vice President

STATE OF New Jersey)
) SS,
COUNTY OF Middlesex)

The foregoing Amendment to Trademark and License Security Agreement was executed and acknowledged before me this 22 day of February, 1999, by Ilene Gerber, personally known to me to be the Vice President, of FINOVA Capital Corporation, a Delaware corporation on behalf of such corporation.

(SEAL)

Notary Public
My commission expires

Toby Leone
3/28/01

TOBY LEONE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
MAR. 28, 2001