

04-14-1999

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



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

101008535

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

55/8/7

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
02261999

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/AK/A

Composed of

Address (line 1)

Address (line 2)

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 Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

04/13/1999 JSHBAZZ 0000026 161322 75635585

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 1550.00 CH

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 ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 1882 FRAME: 0800

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)

<input type="text" value="75635585"/>	<input type="text" value="75489008"/>	<input type="text" value="75419530"/>
<input type="text" value="75236306"/>	<input type="text" value="75236304"/>	<input type="text" value="75202221"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="910870"/>	<input type="text" value="715048"/>	<input type="text" value="771875"/>
<input type="text" value="2166566"/>	<input type="text" value="2174005"/>	<input type="text" value="774513"/>
<input type="text" value="1067715"/>	<input type="text" value="1392415"/>	<input type="text" value="1391622"/>

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:

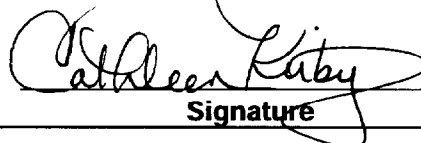
Yes

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.

Cathleen Kirby



April 6, 1999

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
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Registration Number(s)

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<input type="text" value="878626"/>	<input type="text" value="1855790"/>	<input type="text" value="923517"/>
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<input type="text" value="1404095"/>	<input type="text" value="1333300"/>	<input type="text" value="1334345"/>
<input type="text" value="1371344"/>	<input type="text" value="1869630"/>	<input type="text" value="1849325"/>
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Registration Number(s)

<input type="text" value="1847382"/>	<input type="text" value="656811"/>	<input type="text" value="656812"/>
<input type="text" value="1180237"/>	<input type="text" value="692217"/>	<input type="text" value="678428"/>
<input type="text" value="651005"/>	<input type="text" value="531683"/>	<input type="text" value="711510"/>
<input type="text" value="709801"/>	<input type="text" value="1860414"/>	<input type="text" value="1846236"/>
<input type="text" value="1249011"/>	<input type="text" value="1841361"/>	<input type="text" value="1364544"/>
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<input type="text" value="1567212"/>	<input type="text" value="1404088"/>	<input type="text" value="1395736"/>

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1398566	690228	2124717
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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of February 10, 1999, made by O-CEDAR BRANDS, INC., an Ohio corporation, having its chief executive office at 1210 Kenton Street, Springfield, Ohio 45501 ("Borrower"), and ELECTRA INVESTMENT TRUST PLC ("Electra"), CAPITAL TRUST S.A. ("Capital Trust") and THE FRED R. LEVENTHAL REVOCABLE TRUST ("Leventhal") (Electra, Capital Trust and Leventhal, individually and collectively, "Lender(s)").

WITNESSETH:

WHEREAS, Borrower has executed: (i) a Subordinated Promissory Note dated of even date herewith in favor of Electra in the original principal amount of \$1,500,000 (the "Electra Note"); (ii) a Subordinated Promissory Note dated of even date herewith in favor of Capital Trust in the original principal amount of \$500,000 (the "Capital Trust Note") and (iii) a Subordinated Promissory Note dated of even date herewith in favor of Leventhal in the original principal amount of \$500,000 (the "Leventhal Note") (the Electra Note, the Capital Trust Note and the Leventhal Note, collectively, the "Loan Agreement(s)"), pursuant to which each Lender has, subject to certain conditions precedent, agreed to make a loan (collectively, the "Loans") to Borrower; and

WHEREAS, each Lender has required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of Borrower's obligations and liabilities under each Loan Agreement, and under any other instruments, documents and agreements executed and delivered by Borrower to a Lender in connection with the Loan Agreements all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Borrower execute and deliver this Agreement to Lenders for the benefit of each Lender;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreements shall have the meanings specified in the applicable Loan Agreements.

(ii) 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.

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

(iv) All term 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 Obligations, Borrower hereby grants to each Lender, on a pro rata and pari passu basis, a second priority security interest in, having priority over all other security interests except that in favor of Fleet Capital Corporation, with power of sale to the extent permitted by applicable law, after and during the occurrence of an Event of Default, all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof; (b) all 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; (c) the right to sue for past or future infringements and dilutions thereof; and (d) all of Borrower's rights corresponding thereto through the world (all of the foregoing registered trademark application, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, 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 Lender's rights under the Loan Agreement (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 which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. Borrower will not, without Lender's prior written consent, which consent shall not be unreasonably withheld or delayed, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this

Agreement, and Borrower further agrees that it will not take any action, and will use its commercially reasonable best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with those Trademarks, in each case, which are necessary or desirable in the operation of Borrower's business.

4. New Trademarks. Borrower represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names (used within the last three years), service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by Borrower. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered marks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademarks, trademark application, trade name, service mark, service mark registration or service mark application, and in Borrower's reasonable business judgment, a filing should be made with the Patent and Trademark Office, then in respect to such Property, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to each Lender prompt written notice thereof. Borrower hereby authorizes Lenders 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, service marks, service mark applications and license agreements in trademark applications, service marks service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. Borrower hereby agrees that the use by any Lender of the Trademarks and Licenses as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lenders to Borrower.

6. Nature and Continuation of Lenders' 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

Obligations have been paid in full and each Loan Agreement terminated. At such time the rights granted to the applicable Lender hereunder shall also terminate.

7. Right to Inspect, Further Assignments and Security Interests. Each Lender shall have the right, at any reasonable time and from time to time, to inspect Borrower's premises and to examine Borrower's books, records, and operations relating to the Trademarks, including, without limitations Borrower's quality control processes, provided, that in conducting such inspections and examinations, Lenders shall use their best efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and during the occurrence of an Event of Default, and subject to the terms of the Loan Agreement, Borrower agrees that Lenders or a conservator appointed by Lenders, shall have the right to establish such reasonable additional product quality controls as Lenders or such conservator, in their/its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks. Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of each Lender, which consent will not be unreasonably withheld or delayed; (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, and (iii) not to change the quality of such products in any material adverse respect without the prior written consent of each Lender.

8. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business and consistent with Borrower's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Borrower deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Borrower's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall not abandon any material 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 Borrower's business. Borrower agrees to retain an experienced trademark attorney reasonably acceptable to Lenders for the filing and prosecution of all such applications and other proceedings. Pepper Hamilton LLP is acceptable to Lenders. Lenders shall not have any of the foregoing duties with respect to the Trademarks. Without limiting the generality of the foregoing, Lenders 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 reasonable expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

9. Lenders' Right to Sue. From and during the occurrence and during the continuance of an Event of Default, and subject to the terms of the applicable Loan Agreement, each Lender shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks

and the Licenses and, if any Lender shall commence any such suit, Borrower shall, at the request of such Lender, do any and all lawful acts and execute any and all proper documents required by such Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse and indemnify any Lender for all costs and reasonable expenses incurred by such Lender in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). The parties agree that Borrower may participate, at its own cost, in any such proceedings. If, for any reason whatsoever, a Lender 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 applicable Obligations secured hereby.

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

11. Lenders' 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, Lenders may exercise any of the rights and remedies provided in this Agreement, the Loan Agreements, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Borrower acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and each Lender shall have the right to exercise its rights under the applicable Loan Agreement 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 during the occurrence and during the continuance of an Event of Default, each Lender or its nominee may use the Trademarks and Licences to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of Borrower'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 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Lenders' 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.

Borrower hereby irrevocably appoints each Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise exercisable during an Event of Default, to carry out the acts described below. Subject to the terms of the Loan Agreements, upon the occurrence and during the continuance of an Event of Default and the giving by a Lender of written notice to Borrower of such Lender's intention to enforce its rights and claims against Borrower, Borrower hereby authorizes each Lender to, in its sole discretion (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for such Lender in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as such Lender deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. No Lender shall take any action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done in accordance with the term of this Agreement. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of any Lender under any Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Lenders 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 Borrower and its successors and assigns, and shall inure to the benefit of each Lender and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign its obligations hereunder without the prior written consent of Lenders.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Ohio.

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

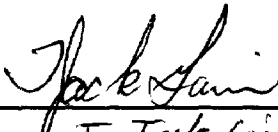
executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement,

20. Right to Record Security Interest. Lenders shall have the right, but not the obligation, at the expense of Borrower, to record this Agreement in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Lenders, and Lenders shall advise Borrower of such recordings. Upon satisfaction in full of the Obligations and termination of the applicable Loan Agreements, Borrower shall have the right to effect recording of such satisfaction or termination at the expense of Borrower in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by Borrower.

Lenders and Borrower shall cooperate to effect all such recordings hereunder including satisfaction and termination thereof

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

O-CEDAR BRANDS, INC.
an Ohio corporation

By: 
Name: T Jack Gainer
Title: President

Accepted and agreed:


ELECTRA INVESTMENT TRUST PLC

By: _____
Name:
Title:

CAPITAL TRUST S.A.

By: _____
Name:
Title:


FRED R. LEVENTHAL REVOCABLE TRUST

By: 
Name:
Title

Lenders and Borrower shall cooperate to effect all such recordings hereunder including satisfaction and termination thereof


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

O-CEDAR BRANDS, INC.
an Ohio corporation

By: 
Name: T. J. Gainer
Title: President

Accepted and agreed:

ELECTRA INVESTMENT TRUST PLC

By: 
Name: Philip Dyke
Title: Secretary

CAPITAL TRUST S.A.

By: _____
Name: _____
Title: _____

FRED R. LEVENTHAL REVOCABLE TRUST

By: _____
Name: _____
Title: _____

PHLEGAL: 460346 v3 (KSTW02177FD)

Lenders and Borrower shall cooperate to effect all such recordings hereunder including satisfaction and termination thereof

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

O-CEDAR BRANDS, INC.
an Ohio corporation

By: J. Talk Goiner
Name: J Talk Goiner
Title: President

Accepted and agreed:

ELECTRA INVESTMENT TRUST PLC

By: _____
Name:
Title:

CAPITAL TRUST S.A.

By: [Signature]
Name:
Title:

FRED R. LEVENTHAL REVOCABLE TRUST

By: [Signature]
Name:
Title

STATE OF OHIO

:

SS.

COUNTY OF CLARK

:

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 20th day of February, 1999, by ~~Fred Leventhal~~ Jack Gainer personally known to me to be the CEO of O-Cedar Brands, Inc., an Ohio corporation, on behalf of such corporation. president

Jack Gainer (J.G.)

SB

Sharon D. Boyle
Notary Public

My commission expires:

SHARON D. BOYLE
State of Ohio Notary Public
Expiration Feb. 7, 2001

SCHEDULE A

O-CEDAR BRANDS, INC.
REGISTERED TRADEMARKS

<u>MARKS</u>	<u>REGISTRATION NOS.</u>	
ANGLER	910,870	
CEDARFLEX	715,048	
CEDARLON	771,875	
CLEAN FINISH	2,166,566	
CLICK-N-CLEAN	2,174,005	
COPPER LITE	774,513	
DURASTRAW	1,067,715	(Expired)
DUST GUARD	1,392,415	
EASY MATIC	1,391,622	
EASY REACH	1,596,981	
EASY SWEEP	1,453,230	
EASY-TWIST REFILL SYSTEM	1,826,009	
EVERY-WHICH-WAY	878,626	
FEATHER TIP	1,855,790	
FLARE TIP	923,517	
FLOOR KING	1,508,181	
HIGH REACH	1,505,976	
LIGHT & EASY	1,400,366	
	1,132,726	
	844,995	
LIGHT & THIRSTY	1,832,769	
	1,404,095	
MAXI ANGLER	1,333,300	
MAXI LOK	1,334,345	
MAXI-MATIC	1,371,344	
MAKES YOUR LIFE EVEN EASIER	1,869,630	
	1,849,325	
MAKES YOUR LIFE EASIER . . .		
GUARANTEED	1,648,541	
NATURAL	1,439,206	
NATURAL WONDERS	1,746,430	(Cancelled)
OCEANIC	1,847,382	
O-CEDAR and Design Triangle	656,811	
O-CEDAR	656,812	
	1,180,237	
O-CEDAR	692,217	
O-CEDAR and Design Triangle	678,428	

MARKS**REGISTRATION NOS.**

O-CEDAR and Design	651,005	(Expired)
	531,683	
Design Only	711,510	
	709,801	
O-CEDAR 2000	1,860,414	
	1,846,236	
O-CEDAR MAKES YOUR LIFE EASIER	1,249,011	
O-RIGINALS	1,841,361	
OUTSIDERS	1,364,544	
POWER CORNER	2,164,733	
POWER STRIP	898,298	
POWER TIP	1,650,192	
	1,567,212	
ROLL-A-SPONGE	1,404,088	
ROLL 'N SCRUB	1,395,736	
SCRUB AWAY	1,494,300	
SCRUBBEE	628,497	
SCRUBBEE (Stylized)	1,394,903	
SPONGE-O-MATIC	1,398,566	
SWEEP-KING	690,228	
TWIST 'N MOP	2,124,717	

SCHEDULE B
to Trademark and License Security Agreement

<u>Name of License</u>	<u>Nature of License</u>	<u>Licensor</u>	<u>Term of License</u>
Strombecker/Libby Lee	Sales of Toys with O-Cedar name	O-Cedar	Continuing
Worldwide Manufacturing & Supply Agreement	Lock mop	Worldwide Integrated Resources	Continuing
Grout Mop License	Group mop	Gary Borofsky	Continuing

SCHEDULE C

O-CEDAR BRANDS, INC.
TRADEMARK APPLICATIONS

MARKS


APPLICATION NOS.

POWERSCRUB	75/635,585	
BRUSHMASTER	75/489,008	
SHAPERITE SPONGE	75/419,530	
THE CLEANING O-THORITY	75/236,306	
THE CLEANING O-THORITY TEAM	75,236,304	
WIDE PATH	75/202,221	(Abandoned)

EXPRESS MAIL
POST OFFICE TO ADDRESSEE
NO. EL034021322
DATE OF DEPOSIT: April 6, 1999

CERTIFICATION OF MAILING

Cathleen Kirby hereby certifies that this Trademark and License Security Agreement on behalf of O-Cedar Brands, Inc. in favor of Electra Investment Trust PLC, Capital Trust S.A., and The Fred R. Leventhal Revocable Trust with Recordation Form Cover Sheet is being deposited with the United States Postal Service as Express Mail, mailing label no. EL034021322 postage-prepaid, in an envelope addressed to Assistant Commissioner for Trademarks, U.S. Patent and Trademark Office, Box Assignments, Washington, D.C. 20231, this 6th day of April 1999.



CATHLEEN KIRBY