

04-14-1999

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



101013829

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

APR 1

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 Amendment to Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name O-Cedar Brands, Inc. Execution Date
Month Day Year 03291999

Formerly Vining Industries, Inc.

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

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Capital Corporation

DBA/AKATA

Composed of

Address (line 1) One South Wacker Drive

Address (line 2)

Address (line 3) Chicago IL 60606

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 Rhode Island

04/13/1999 DNGUYEN 00000208 161322 75635585

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 100.00 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: 0924

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)

Registration Number(s)

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

<input type="text" value="2174005"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2124717"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

3-31-99

Name of Person Signing

Signature

Date Signed

**ADDITION TO
SCHEDULE A
to Trademark and License Security Agreement**

**O-CEDAR BRANDS, INC.
REGISTERED TRADEMARKS**

MARKS	REGISTRATION NO.
CLICK-N-CLEAN	2,174,005
TWIST 'N MOP	2,124,717

AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK AND LICENSE SECURITY AGREEMENT (the "Trademark Amendment") dated as of March ~~7~~⁸, 1999, is made to that certain Trademark and License Security Agreement dated as of May 8, 1997 (as amended, the "Trademark Agreement") by O-Cedar Brands, Inc., an Ohio corporation, having an office at 1210 Kenton Street, Springfield, Ohio 45501 ("Borrower"), in favor of Fleet Capital Corporation, a Rhode Island corporation having an office at One South Wacker Drive, Chicago, Illinois 60606 ("FCC") pursuant to that certain Loan and Security Agreement (as amended from time to time, the "Loan Agreement") dated as of May 8, 1997 by and among Borrower and FCC.

WITNESSETH:

WHEREAS, Borrower and certain subordinated creditors ("Subordinated Creditors") have entered into certain agreements for subordinated loans from Subordinated Creditors to Borrower, as consented to by FCC pursuant to a certain Subordination Agreement of even date herewith ("Subordination Agreement"); and

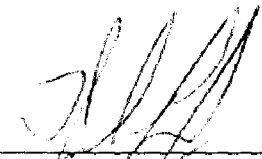
WHEREAS, FCC has required as a condition, among others, to the execution of the Subordination Agreement and the making of continued loans to Borrower, that the Borrower execute this Trademark Amendment in order to assure the grant, for its benefit, of a first priority security interest in all trademarks, licenses and related assets to secure the prompt and complete payment, observance and performance of all of Borrower's obligations and liabilities to FCC.

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. Schedules A and C to the Trademark Agreement are hereby amended by adding thereto the Additions to Schedules A and C attached hereto and made a part of both this Trademark Amendment and the Trademark Agreement.
2. Except as specifically provided herein, the Trademark Agreement shall remain in full force and effect and is hereby in all respects ratified and confirmed.
3. This Trademark Amendment 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 Trademark Amendment on the day and year first above written.

O-CEDAR BRANDS, INC.,
an Ohio corporation

By: 
Name: J. L. ...
Title: President

ATTEST:

By: 
Its: C.E.O.

(SEAL)

Accepted and agreed to as of this ____ day
of March, 1999.

FLEET CAPITAL CORPORATION

By: _____
Its: _____

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

O-CEDAR BRANDS, INC.,
an Ohio corporation

By: _____

Name:

Title:

ATTEST:

By: _____

Its: _____

(SEAL)

Accepted and agreed to as of this 29th day
of March, 1999.

FLEET CAPITAL CORPORATION

By: *De J. [Signature]*
Its: SVP

STATE OF Ohio)
COUNTY OF Clark) SS

The foregoing Amendment to Trademark and License Security Agreement was executed and acknowledged before me this 29th day of March, 1999 by Jack Garner, personally known to me to be the President of O-CEDAR BRANDS, INC., an Ohio corporation, on behalf of the corporation.

(SEAL)

Sharon D. Boyle
Notary Public

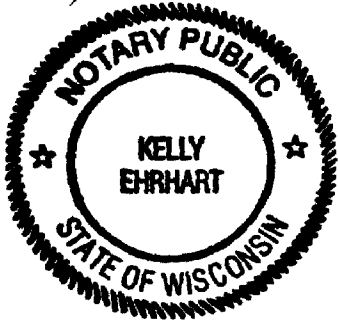
SHARON D. BOYLE
State of Ohio Notary Public

My commission expires: Expiration Feb. 7, 2001

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

The foregoing Amendment to Trademark and License Security Agreement was executed and acknowledged before me this 29th day of March, 1999 by Dennis Rebman, personally known to me to be the Sr. Vice President of FLEET CAPITAL CORPORATION, a Rhode Island corporation, on behalf of the corporation.

(SEAL)



Kelly Ehrhart
Notary Public

My commission expires: 3/31/2002

**ADDITION TO
SCHEDULE C
to Trademark and License Security Agreement**

**O-CEDAR BRANDS, INC.
TRADEMARK APPLICATIONS**

MARKS	APPLICATION NOS.
POWERSCRUB	75/635,585
BRUSHMASTER	75/489,008
SHAPERITE SPONGE	75/419,530

5195.1 3/26/99

RECORDED: 04/14/1999

**TRADEMARK
REEL: 1882 FRAME: 0932**