

05-21-1999



FEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101044263

To the Honorable Commissioner of Patents and Trademarks

Transmit the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lake Consumer Products, Inc.

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

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date:

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

Name: Firststar Bank

Internal Address:

Street Address: 2626 Warrenville Road

City: Downers Grove

State: IL

ZIP: 60515

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State Illinois Banking

☐ 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

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

A. Trademark Application No.(s)

Bare Bottoms 75/341686
Daisy 75/303911
Foot Fetiche 75/308114

B. Trademark registration No.(s)

Femine 1584289
Femizol-7 1882792
Fetiche 1187302

Additional numbers attached? ☒ Yes ☐ No

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

Name: Randolph E. Ruff

Internal Address: Suite 1000

Street Address: 55 West Monroe

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41) \$ 690.00

☒ 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

05/19/1999 11:41:11 00000124 10341686

01 FC:481

02 FC:482

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.

RANDOLPH E. RUFF
Name of Person Signing

Signature

11 May 1999
Date

Total number of pages comprising cover sheet: 7

Do not detach this portion

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

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

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

LAKE CONSUMER PRODUCTS, INC.

**TRADEMARK RECORDATION FORM COVER SHEET
CONTINUATION STATEMENT**

**CONTINUATION OF FIELD NUMBER FOUR: APPLICATION
NUMBERS AND REGISTRATION NUMBERS**

A. APPLICATION NUMBERS

FOOT FETICHE	75/308232
INDIAN BEAUTY	75/341688
PEDIAGARD	75/138605
PHYTO-CARE	75/341807
PHYTOCARE	75/341825
THE DRUG FREE ZONE AND DESIGN	75/240382
TOE JAM	75/328249
VAGIGARD	75/328227

B. TRADEMARK REGISTRATION NUMBERS

MISCELLANEOUS DESIGN	2033158
MISCELLANEOUS DESIGN	2042469
MOIST AGAIN	1848931
RELEAF	2199570
RELEAF	1876297
SPECIFICS	1847224
WOMEN'S HEALTH FORMULA	2018471
WOMEN'S HEALTH FORMULA QUALITY HEALTH CA ETC.	2131085
WOMEN'S HEALTH INSTITUTE	1888178
WOMEN'S HEALTH INSTITUTE QUALITY HEALTH ETC.	1890776
WONDERGEL	2072372
Y GARD (BLOCK FORM)	1744225
YEAST GARD	1828004

SCHEDULE A

LAKE CONSUMER PRODUCTS, INC.

REGISTERED & PENDING APPLICATION TRADEMARKS

<u>NAME</u>	<u>REGISTRATION OR APPLICATION NO.</u>
BARE BOTTOMS	75/341686
DAISY	75/303911
FEMICINE	1584289
FEMIZOL-7	1882792
FETICHE	1187302
FOOT FETISH	75/308114
FOOT FETICHE	75/308232
INDIAN BEAUTY	75/341688
MISCELLANEOUS DESIGN	2033158
MISCELLANEOUS DESIGN	2042469
MOIST AGAIN	1848931
PEDIAGARD	75/138605
PHYTO-CARE	75/341807
PHYTOCARE	75/341825
RELEAF	2199570
RELEAF	1876297
SPECIFICS	1847224
THE DRUG FREE ZONE AND DESIGN	75/240382
TOE JAM	75/328249
VAGIGARD	75/328227
WOMEN'S HEALTH FORMULA	2018471

SCHEDULE A (cont'd)

REGISTERED & PENDING APPLICATION TRADEMARKS

<u>NAME</u>	<u>REGISTRATION OR APPLICATION NO.</u>
WOMEN'S HEALTH FORMULA QUALITY HEALTH CA ETC.	2131085
WOMEN'S HEALTH INSTITUTE	1888178
WOMEN'S HEALTH INSTITUTE QUALITY HEALTH ETC.	1890776
WONDERGEL	2072372
Y GARD (BLOCK FORM)	1744225
YEAST GARD	1828004

SCHEDULE B

LAKE CONSUMER PRODUCTS, INC.

COMMON LAW TRADEMARK RIGHTS

<u>NAME</u>	<u>IDENTIFICATION NO.</u>
AQUEOUS	74/736256
DAISY	74/405078
DUAL-GARD	1665631
FIBRAFRUIT	74/736257
FRESH AGAIN	1712974
HEMORREXX	74/665879
WOMEN'S DIRECT PHARMACEUTICAL	1640186

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Lake Consumer Products, Inc., a Nevada corporation (the "Assignor") with principal offices at 625 Forest Edge Drive, Vernon Hills, Illinois 60061, hereby assigns and grants to Firststar Bank Illinois, as Collateral Agent, with offices at 30 N. Michigan Avenue, Chicago, Illinois 60602 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks"), including but not limited to the Marks set forth on Schedules A and B attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the 1999 Credit And Security Agreement among the Assignor, other assignors from time to time party thereto and the Assignee, dated as of March 15, 1999 (as amended from time to time, the "Security Agreement"). Upon the full payment of all Liabilities (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the

~~15th day of March, 1999.~~

15th day of May

LAKE CONSUMER PRODUCTS, INC., ASSIGNOR

By: 

Gary Burns, President

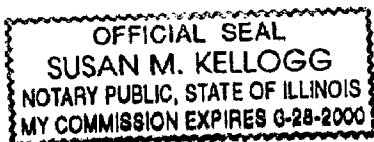
FIRSTAR BANK ILLINOIS,
as Collateral Agent, Assignee

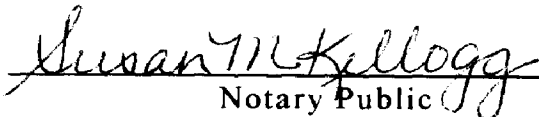
By: 

David C. Peck, Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF ~~COOK~~ ^{LAKE})

On this 10th day of MAY, 1999, before me personally came GARY BURNS who, being by me duly sworn, did state as follows: that he is President of Lake Consumer Products, Inc. that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.




Notary Public