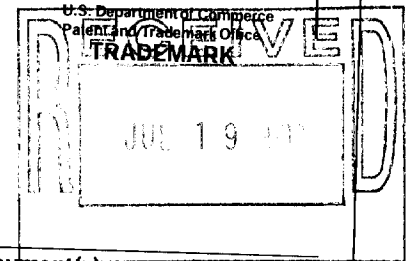


07-21-1999

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



101095957



7-19-99

### 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  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name AmSan Minnesota, Inc.

Execution Date  
Month Day Year  
06231999

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization North Carolina

#### Receiving Party

Mark if additional names of receiving parties attached

Name Nationsbank, N.A.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 101 North Tryon Street

Address (line 2) 15th Floor, NC1-001-15-04

Address (line 3) Charlotte

North Carolina

28255

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other National Banking Association

Citizenship/State of Incorporation/Organization \_\_\_\_\_

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.)

07/20/1999 DNGUYEN 00000406 2078034

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40.00 OP

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: 001930 FRAME: 0752

**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)

**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:

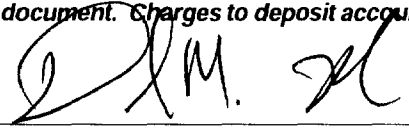
Yes

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.

David M. Klein



7/16/99

Name of Person Signing

Signature

Date Signed

## TRADEMARK SECURITY AGREEMENT - SHORT FORM

SECURITY AGREEMENT - SHORT FORM dated June 23, 1999 made by AMSAN MINNESOTA, INC., a North Carolina corporation, having its principal place of business at 8000 Regency Parkway, Suite 285, Cary, North Carolina 27511 (the "**Grantor**"), in favor of NATIONSBANK, N.A., having its principal place of business at Independence Center, 101 North Tryon Street, 15th Floor, NC1-001-15-04, Charlotte, North Carolina 28255, as the administrative agent and the collateral agent (together with any successor thereto appointed pursuant to Article VIII of the Credit Agreement referred to below, the "**Administrative Agent**") for the Lender Parties and the other Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, AmSan, Inc. and American Sanitary Incorporated (collectively, the "**Companies**") have entered into the Credit Agreement dated as of June 23, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the banks, financial institutions and other institutional lenders from time to time party thereto, NationsBank, N.A., as Initial Issuing Bank thereunder, Antares Capital Corporation, as Documentation Agent therefor, Fleet Capital Corporation, as Syndication Agent therefor, Banc of America Securities LLC, as Lead Arranger therefor, and the Administrative Agent.

**WHEREAS**, as a condition precedent to the making of Advances by the Lender Parties under the Credit Agreement, the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement and the entering into by the Hedge Banks of the Secured Hedge Agreements hereafter from time to time, the Grantor has executed and delivered the Security Agreement dated June 23, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") made by the Grantor and certain other Subsidiaries (as defined in the Credit Agreement) of the Companies party thereto in favor of the Administrative Agent. Capitalized terms not otherwise defined herein shall have the same meaning as specified therefor in the Credit Agreement or in the Security Agreement.

**WHEREAS**, under the terms of the Security Agreement, the Grantor has granted a lien on and security interest in all of the Grantor's right, title and interest in, among other property and assets, all of the intellectual property of the Grantor, whether now owned or hereafter created or acquired, to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed under the terms of the Security Agreement to execute this Agreement covering all of its trademark and service mark registrations, applications for trademark or service mark registrations and trademark and service mark licenses comprising part of such intellectual property for recording with the U.S. Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

**SECTION 1. Grant of Security.** The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a lien on and security interest in all of the Grantor's right, title and interest in and to (a) all United States and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious names, trade dress, service marks, trade styles, logos and other designs or sources of business identifiers

or other indicia of trade origin, whether or not registered and whether or not currently in use, (b) all United States and foreign trademark and service mark registrations, applications for trademark or service mark registrations and trademark and service mark licenses set forth on Schedule A hereto (as such Schedule A may be supplemented from time to time), (c) any and all common law rights, and rights provided by international treaties and conventions, in and to any of the foregoing and (d) any and all extensions and renewals of or with respect to any of the foregoing, including, but not limited to:

- (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof;
- (ii) all income, royalties, damages, settlements and other 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, settlements and payments for past or future infringements thereof); and
- (iii) all rights of the Grantor corresponding thereto throughout the world and all other rights of the Grantor of any kind whatsoever accruing thereunder or pertaining thereto;

together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement to Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law, and all proceeds of any or all of the foregoing (collectively, the "*Collateral*").

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any officer of any other applicable Governmental Authority record this Agreement.

SECTION 3. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the lien and security interest by the Grantor hereunder to, and the rights and remedies of, the Administrative Agent, on behalf of itself and the other Secured Parties, with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference in their entirety as if fully set forth herein.

SECTION 4. 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.



**SCHEDULE A  
TO SECURITY AGREEMENT - SHORT FORM**

MATCRAFTERS, Registration No. 2,078,034, registered July 8, 1997 with the United States Patent and Trademark Office.

NYDOCS03/473014

RECORDED: 07/19/1999

TRADEMARK  
REEL: 001930 FRAME: 0757