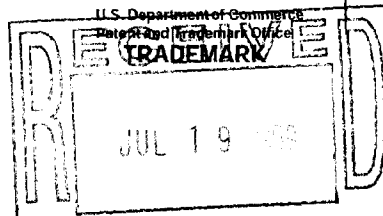


07-21-1999

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



101095958



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 Maintenance Supply Company

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

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 National Banking Association
- Citizenship/State of Incorporation/Organization _____

07/20/1999 DNGUYEN 00000405 1475008

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
25.00 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

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.)

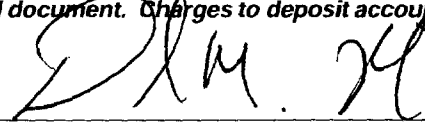
Deposit Account Number: #

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 MAINTENANCE SUPPLY COMPANY, 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.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:
8000 Regency Parkway
Suite 285
Cary, North Carolina 27511

MAINTENANCE SUPPLY COMPANY

By 
Name: Michael E. McDevitt
Title: Vice President

State of New York)
) ss.:
County of New York)

On the 23rd day of June in the year 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael E. McDevitt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary: 

Print Name:

Notary Public, State of New York
My Commission Expires:

NOTARIAL SEAL

MARY R. HOETS
Notary Public, State of New York
No. 31-4985420
Qualified in New York County
Certificate filed in New York County
Commission Expires Aug. 19, 1999

1/8/2000

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

FLYING HONEY BEE DESIGN, Registration No. 1,475,008 registered February 2, 1988 with the United States Patent and Trademark Office.

MAINTENANCE SUPPLY CO. INC. (Logo), Registration No. 1,481,286, registered March 22, 1988 with the United States Patent and Trademark Office.

NYDOCS03/473018

RECORDED: 07/19/1999

TRADEMARK
REEL: 001930 FRAME: 0766