

07-21-1999



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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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07 02 99

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/T/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

07/20/1999 TTUN11 0000090 2019183
01 FC:481 40.00 DP
02 FC:482 75.00 DP

FOR OFFICE USE ONLY

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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, 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 TRADEMARK 20231

REEL: 001931 FRAME: 0039

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="75306035"/>	<input type="text" value="75528622"/>	<input type="text"/>	<input type="text" value="2019183"/>	<input type="text" value="2049991"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Brian L. Petrequin, Esq.

7/16/99

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, MAGLA PRODUCTS, INC. (herein referred to as the "Grantor"), owns the Trademarks, Trademark registrations and the Trademark applications listed on Schedule I annexed hereto; and

WHEREAS, Grantor and PNC BANK, NATIONAL ASSOCIATION (herein referred to as "Lender"), are parties to a Revolving Credit Loan Agreement dated November 29, 1995 (as the same has been and may be amended from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has executed and delivered to Lender a security agreement and assignment of contracts, of even date therewith (as the same has been and may be amended from time to time, the "Security Agreement") granting Lender a security interest in all assets of the Grantor, including all right, title and interest of Grantor in, to and under all General Intangibles (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including without limitation, any and all claims and causes of action which may exist by reason of infringement, violation or dilution thereof or injury to the associated goodwill, to secure the payment of all Loans (as defined in the Loan Agreement) and other sums due thereunder; and

WHEREAS, in order to effectuate the grant to Lender of a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below), whether presently existing or hereafter arising or acquired, Grantor has executed and delivered this agreement (this "Trademark Security Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to Lender a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application including but not limited to those referred to in Schedule I annexed hereto (which Grantor hereby represents includes all correct and complete information concerning any trademark,

trademark registration, and trademark applications in which it has any beneficial interest), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in Schedule I annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed on Schedule I annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing; and

(a) Grantor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and continuance of Default or an Event of Default, under the Loan Agreement to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any license and, in the name of Grantor or its own name or as otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any license whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Trademark Collateral, to effect any repairs or any insurance called for by the terms of this Trademark Security Agreement or the Loan Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default under the Loan Agreement, (A) to direct any party liable for any payment under any of the licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and

other amounts due and to become due at any time in respect of or arising out of any Trademark Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Trademark Collateral or any part thereof and to enforce any other right in respect of any Trademark Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Trademark Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademark Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Trademark Collateral and Lender's security interest therein, in order to effect the intent of this Trademark Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Trademark Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Grantor also authorizes Lender to execute, in connection with the sale provided for in the Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Trademark Collateral.

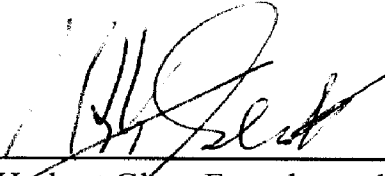
Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor is executing and delivering to Lender, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademark Collateral pursuant to the terms of the Security Agreement.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed as of the 2nd day of ~~June~~ ^{July}, 1999.

GRANTOR:

MAGLA PRODUCTS, INC.

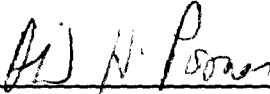
By: 

Herbert Glatt, Founder and Treasurer

STATE OF NEW JERSEY :
 : ss.
COUNTY OF ESSEX :

BE IT REMEMBERED, that on this 7th day of ^{July}~~June~~, 1999, before me, the subscriber,

an officer duly authorized pursuant to N.J.S.A. 46:14-6.1 to take acknowledgments for use in the State of New Jersey, personally appeared Herbert Glatt, who, I am satisfied is the person who executed the within Instrument as the Founder and Treasurer of Magla Products, Inc., the corporation named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said corporation and sealed with its corporate seal and delivered by him as such officer, is the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors, for the uses and purposes therein expressed.



~~Notary Public~~ or Attorney at Law of the
State of New Jersey

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
Nyplex	75/306035
Wet Soil	75-528622
Clean Touch	2,019,183
Untra Blue	2,049,991

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY :
: ss.
COUNTY OF ESSEX :

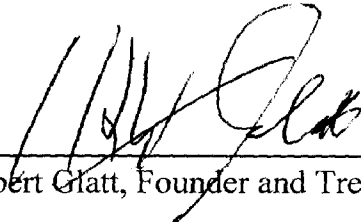
KNOW ALL MEN BY THESE PRESENTS, that MAGLA PRODUCTS, INC., a corporation formed under the laws of New Jersey, with its principal office at 159 South Street, Morristown, New Jersey (herein referred to as "Grantor"), pursuant to a Trademark Security Agreement, dated as of November 27, 1993 (the "Trademark Security Agreement"), hereby appoints and constitutes PNC BANK, NATIONAL ASSOCIATION, a national banking association with offices located at Two Tower Center Boulevard, East Brunswick, New Jersey 08816 (herein referred to as "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following act on behalf of Grantor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the trademarks listed on Schedule I of the Trademark Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.


This Power of Attorney is made pursuant to the Trademark Security Agreement, dated ~~June~~ ^{July} 2, 1999, between Grantor and Lender and may not be revoked until the payment in full of all Obligations as defined in such Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Special Power of Attorney to be duly executed this 3rd day of ~~June~~ ^{July}, 1999.

MAGLA PRODUCTS, INC.

By: 
Herbert Glatt, Founder and Treasurer

Sworn and subscribed before me this 3rd day of ~~June~~ ^{July}, 1999.


Notary Public
an attorney at law of New Jersey