

Handwritten: 8/11/99

RECORDATION FORM
TRADEMARK

08-16-1999



Commerce
ark Office
of.

To the Honorable Commissioner of Patents and Trademarks, Please

101119177

1. Name of conveying party(ies):

Anaheim Manufacturing Company
1215 North 62nd Street
Milwaukee, WI 53213

- Individual(s)
- General Partnership
- Corporation (Delaware)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 23, 1999

Name and address of receiving party(ies):

Name: The Bank of Nova Scotia, as Administrative Agent.

Internal Address: _____

Street Address: One Liberty Plaza

City: New York State: New York ZIP: 10006
Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)

75/711,125 74/649,143 74/728,363 74/728,362
75-688,886

B. Trademark No.(s)

595,854	831,746	1,895,905	2,185,720	1,833,658
1,827,216	1,753,614	748,699	1,691,355	2,185,718
1,540,142	1,185,464	444,709	1,872,082	1,106,296
1,145,647	2,183,845	1,352,475	2,098,631	2,185,719
747,169	1,905,325	641,668	1,204,309	1,841,285
2,168,030	1,442,763			

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Avenue, NW

Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 32

7. Total fee (37 CFR 3.41): \$815.00

Enclosed (Check No. 17766)

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

08/13/1999 **NOTES** 00000078 75711125

40.00 OP
775.00 OP

DO NOT USE THIS SPACE

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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

August 11, 1999,
Date

Total number of pages comprising cover sheet and document attachments: 17

01 FC:481
02 FC:482

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 23, 1999, is made between ANAHEIM MANUFACTURING COMPANY, a Delaware corporation (the "Grantor"), and THE BANK OF NOVA SCOTIA, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of June 23, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Western Industries, Inc., a Wisconsin corporation (the "Borrower"), the various financial institutions and other Persons from time to time parties thereto (collectively, the "Lenders"), Merrill Lynch Capital Corporation, as the Syndication Agent for the Lenders, Bankers Trust Company, as the Documentation Agent for the Lenders and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of June 23, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the

Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

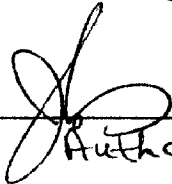
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ANAHEIM MANUFACTURING
COMPANY

By 
Title: *Secretary*

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By 
Title: *Authorized Signatory*

Item A.

Trademarks

Refer to the attached Annex A.

Item B.

Trademark Licenses

None

TRADEMARKS OWNED BY
ANAHEIM MANUFACTURING COMPANY

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
"HUSH CUSHION "	(R) 595,854	United States of America	Registered	28-Sep-2004
"HUSH MASTER"	(R) 831,746	United States of America	Registered	11-Jul-2007
ANAHEIM MANUFACTURING		Japan	Unfiled	
BAKUCHAN		Japan	Unfiled	
BONE CRUSHER	(R) 1,895,905	United States of America	Registered	30-May-2005
CLEAN MASTER		Japan	Registered	30-Jan-2000
CLEAN-MASTER		Austria	Registered	24-Apr-2001
CLEAN-MASTER	(R) 486,398	Benelux	Registered	10-Oct-2000
CLEAN-MASTER	(R) VR 6897 1993	Denmark	Registered	01-Oct-2003
CLEAN-MASTER	(A) 178,939	European Community	Pending	01-Apr-2006
CLEAN-MASTER		Fed. Republic of Germany	Filed	
CLEAN-MASTER		Finland	Registered	05-Oct-2002
CLEAN-MASTER		Hungary	Filed	
CLEAN-MASTER		Italy	Registered	07-Nov-2000
CLEAN-MASTER		Norway	Registered	27-Aug-2002
CLEAN-MASTER		Portugal	Registered	18-Dec-2002

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
CLEAN-MASTER		Spain	Pending	
CLEAN-MASTER		Sweden	Registered	15-May-2002
CLEAN-MASTER	(R) 2,185,720	United States of America	Registered	1-Sep-2008
CLEANMASTER	(R) 1,727,410	France	Registered	02-Oct-2000
CLEMATE		Japan	Unfiled	
COMMANDER		China	Registered	20-Oct-2006
COMMANDER	(A) 178,913	European Community	Pending	01-Apr-2006
COMMANDER		New Zealand	Registered	27-Apr-1999
COMMANDER	(R) 1,496,688	United Kingdom	Registered	07-Apr-1999
COMMANDER and design	(R) 1,833,658	United States of America	Registered	03-May-2004
CUSTOM SERIES	(R) 1,827,216	United States of America	Registered	22-Mar-2004
FOR PROS ONLY	(A) 75/711,125	United States of America	Pending	
FOR PROS ONLY	(R) 1,753,614	United States of America	Registered	23-Feb-2003
HUSH	(R) 748,699	United States of America	Registered	30-Apr-2003
INSTANT 190	(R) 395,686	Canada	Registered	13-Mar-2007
INSTANT 190		Mexico	Registered	07-Mar-2001
INSTANT 190	(R) 1,691,355	United States of America	Registered	09-Jun-2002
MYD		Austria	Registered	24-Apr-2001

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
MYD		Benelux	Registered	10-Oct-2000
MYD		China	Published	
MYD	(R) VR 543 1992	Denmark	Registered	31-Jan-2002
MYD	(R) 2,003,466	Fed. Republic of Germany	Registered	31-Mar-2001
MYD		Finland	Registered	21-Apr-2002
MYD	(R) 1,727,411	France	Registered	02-Oct-2000
MYD		Hungary	Registered	05-Oct-2000
MYD		Italy	Registered	07-Nov-2000
MYD		Japan	Registered	28-Feb-1999
MYD		Norway	Registered	02-Apr-2002
MYD		Portugal	Registered	18-Dec-2002
MYD		Spain	Rejected	
MYD		Sweden	Registered	30-Apr-2002
MYD	(R) 2,185,718	United States of America	Registered	1-Sep-2008
PLUMB E-Z	(R) 1,540,142	United States of America	Registered	23-May-2009
PLUMB-GOODIES	(R) 1,185,464	United States of America	Registered	12-Jan-2002
PULVERATOR	(R) 444,709	United States of America	Registered	29-Jul-2002
QUICK & HOT	(R) 1,872,082	United States of America	Registered	03-Jan-2005

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
SENTINEL SERVICE & design	(R) 1,106,296	United States of America	Registered	14-Nov-1998
SENTINEL SERVICE PARTS & design	(R) 1,145,647	United States of America	Registered	13-Jan-2001
SHRED-ALL		Benelux	Registered	10-Oct-2000
SHRED-ALL		China	Registered	20-Oct-2006
SHRED-ALL	(R) VR 544 1992	Denmark	Registered	31-Jan-2002
SHRED-ALL	(A) 178,640	European Community	Pending	01-Apr-2006
SHRED-ALL	(R) 2,913,912	Fed. Republic of Germany	Registered	31-Mar-2001
SHRED-ALL	(R) 1,727,412	France	Registered	02-Oct-2000
SHRED-ALL		Hungary	Registered	05-Oct-2000
SHRED-ALL		Italy	Registered	07-Nov-2000
SHRED-ALL		Norway	Registered	02-Apr-2002
SHRED-ALL		Portugal	Registered	18-Dec-2002
SHRED-ALL	(A) 1,594,060	Spain	Registered	17-Oct-2000
SHRED-ALL		Sweden	Pending	
SHRED-ALL	(R) 2,183,845	United States of America	Registered	25-Aug-2008
SHREDALL		Japan	Registered	28-Feb-1999
SILENT MAID		Australia	Registered	10-May-1998
SILENT MAID		Australia	Registered	10-Aug-2005

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
SIMPLE SET		Japan	Registered	13-Dec-2006
SIMPLE SET	(A) 74/649,143	United States of America	Abandoned	
SINKMASTER		Australia	Registered	01-Mar-1998
SINKMASTER		Austria	Registered	24-Apr-2001
SINKMASTER	(R) 491,468	Benelux	Registered	10-Oct-2000
SINKMASTER		Brazil	Pending	
SINKMASTER	(R) 337,614	Canada	Registered	04-Mar-2003
SINKMASTER		China	Registered	20-Oct-2006
SINKMASTER		Czech Republic	Registered	15-Apr-2006
SINKMASTER	(R) VR 546 1992	Denmark	Registered	31-Jan-2002
SINKMASTER	(A) 178,749	European Community	Pending	01-Apr-2006
SINKMASTER	(R) 2,003,467	Fed. Republic of Germany	Registered	31-Mar-2001
SINKMASTER		Finland	Registered	21-Apr-2002
SINKMASTER	(R) 1,727,409	France	Registered	02-Oct-2000
SINKMASTER		Hungary	Registered	05-Oct-2000
SINKMASTER		India	Dispatched	
SINKMASTER		Italy	Registered	07-Nov-2000
SINKMASTER		Korea (South)	Registered	10-Jun-1999

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
SINKMASTER		Norway	Registered	27-Aug-2002
SINKMASTER		Portugal	Registered	18-Dec-2002
SINKMASTER		Slovak Republic	Filed	
SINKMASTER	(A) 1,594,061	Spain	Registered	17-Oct-2000
SINKMASTER		Sweden	Registered	08-May-2002
SINKMASTER	(R) 437,607	Switzerland	Registered	18-Dec-2005
SINKMASTER		Taiwan	Pending	
SINKMASTER	(R) 1,352,475	United States of America	Registered	06-Aug-2005
SINKMASTER SPECIAL EDITION	(R) 2,098,631	United States of America	Registered	23-Sep-2007
SINKMATE		Australia	Registered	10-May-1998
SINKMATE		Austria	Registered	24-Apr-2001
SINKMATE	(R) 486,395	Benelux	Registered	10-Oct-2000
SINKMATE	(R) VR 545 1992	Denmark	Registered	31-Jan-2002
SINKMATE		Fed. Republic of Germany	Registered	08-Mar-2001
SINKMATE		Finland	Registered	21-Apr-2002
SINKMATE	(R) 1,727,413	France	Registered	02-Oct-2000
SINKMATE		Hungary	Registered	05-Oct-2000
SINKMATE		Italy	Registered	07-Nov-2000

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
SINKMATE		Norway	Registered	02-Apr-2002
SINKMATE		Portugal	Registered	18-Dec-2002
SINKMATE	(A) 1,594,062	Spain	Registered	17-Oct-2000
SINKMATE		Sweden	Registered	30-Apr-2002
SINKMATE	(R) 1,473,090	United Kingdom	Registered	12-Aug-2008
SINKMATE	(R) 2,185,719	United States of America	Registered	1-Sep-2008
SUPER HUSH	(R) 747,169	United States of America	Registered	26-Mar-2003
THE PERFORMANCE LEADER	(R) 1,905,325	United States of America	Registered	18-Jul-2005
VORTEX POWERED	75688886	United States of America	Pending	
WASTE KING		Argentina	Registered	06-Sep-2006
WASTE KING		Australia	Registered	10-May-2005
WASTE KING	(R) 128,724	Canada	Registered	16-Nov-2007
WASTE KING		China	Registered	20-Oct-2006
WASTE KING	(A) 178,772	European Community	Registered	01-Apr-2006
WASTE KING	(R) 1,371,971	France	Registered	24-Sep-2006
WASTE KING	(R) 1,382,523	France	Registered	01-Dec-2006
WASTE KING		Greece	Registered	21-Apr-2000
WASTE KING		Italy	Registered	05-Oct-2002

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
WASTE KING		Japan	Registered	25-Aug-2006
WASTE KING		Korea (South)	Registered	14-Feb-2006
WASTE KING		Mexico	Registered	03-Jul-2004
WASTE KING		New Zealand	Registered	26-Jun-2005
WASTE KING		Philippines	Pending	
WASTE KING	(A) 1,106,914	Spain	Registered	04-Jul-2006
WASTE KING		Switzerland	Registered	01-Apr-2000
WASTE KING		Taiwan	Registered	08-Apr-1997
WASTE KING		Taiwan	Registered	08-Apr-1997
WASTE KING		Taiwan	Registered	20-Jun-1997
WASTE KING	(R) 806,368	United Kingdom	Registered	25-May-2005
WASTE KING	(R) 806,367	United Kingdom	Registered	25-May-2005
WASTE KING	(R) 641,668	United States of America	Registered	19-Feb-2007
WASTE KING	(R) 1,204,309	United States of America	Registered	10-Aug-2002
WASTE KING	(R) 1,841,285	United States of America	Registered	21-Jun-2004
WASTE KING		Venezuela	Pending	
WASTE KING PROFESSIONAL	(R) 2,168,030	United States of America	Registered	23-June-2008
WASTE MAID	(R) 505,457	Benelux	Registered	10-Oct-2001

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
WASTE MAID	(R) 5856 1992	Denmark	Registered	03-Jul-2002
WASTE MAID	(A) 178,707	European Community	Registered	01-Apr-2006
WASTE MAID	(R) 2,025,425	Fed. Republic of Germany	Registered	31-Oct-2001
WASTE MAID		Finland	Registered	07-Dec-2002
WASTE MAID		Greece	Registered	11-Nov-2001
WASTE MAID		Italy	Registered	11-Oct-2001
WASTE MAID		Norway	Registered	13-May-2003
WASTE MAID		Republic of Ireland	Registered	10-Oct-1998
WASTE MAID		Sweden	Registered	15-Jan-2003
WASTE MAID		Turkey	Pending	
WASTE-MAID		Portugal	Registered	09-Aug-2003
WASTEking (Stylized)		France	Registered	25-Sep-2006
WATER SENTINEL	(A) 74/728,363	United States of America	Filed	
WATER SENTINEL THE WATER SAVER	(A) 74/728,362	United States of America	Filed	
WHIRLAWAY		China	Registered	20-Oct-2006
WHIRLAWAY	(A) 178,673	European Community	Registered	01-Apr-2006
WHIRLAWAY		Japan	Registered	20-May-1997
WHIRLAWAY		Taiwan	Registered	16-Feb-1998

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
WHIRLAWAY & design		Austria	Registered	24-Apr-2001
WHIRLAWAY & design	(R) 489,160	Benelux	Registered	10-Oct-2000
WHIRLAWAY & design	(R) VR 547 1992	Denmark	Registered	31-Jan-2002
WHIRLAWAY & design	(R) 2,003,469	Fed. Republic of Germany	Registered	31-Mar-2001
WHIRLAWAY & design		Finland	Registered	21-Apr-2002
WHIRLAWAY & design	(R) 1,642,836	France	Registered	19-Sep-2008
WHIRLAWAY & design		Hungary	Registered	05-Oct-2000
WHIRLAWAY & design		Italy	Registered	07-Nov-2000
WHIRLAWAY & design		Korea (South)	Registered	01-Nov-1998
WHIRLAWAY & design		New Zealand	Registered	27-Oct-2008
WHIRLAWAY & design		Norway	Registered	27-Aug-2002
WHIRLAWAY & design		Portugal	Registered	18-Dec-2002
WHIRLAWAY & design	(A) 1,594,063	Spain	Registered	17-Oct-2000
WHIRLAWAY & design		Sweden	Registered	23-Apr-2003
WHIRLAWAY & design	(R) 1,307,667	United Kingdom	Registered	20-Oct-2007
WHIRLAWAY & device		Australia	Registered	30-Oct-1997
WHIRLAWAY and design	(R) 341,562	Canada	Registered	10-Jun-2003
WHIRLAWAY & design	(R) 1,442,763	United States of America	Registered	16-June-2007

Trademark	(R) Reg. No. (A) Appl. No.	Country	Status	Renewal Date
WISKAWAY	(R) 856,366	United Kingdom	Registered	09-Nov-2008