

TRADE

08-31-1999



1-27-99

101132714

national documents or copy thereof.

To the Honorable Commissioner of Patents and Trad

1. Name of conveying party(ies):

Spray Products Corporation
1323 Conshohocken Road
Norristown, PA 19401

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: August 18, 1999

Name: The Bryn Mawr Trust Company

Internal Address: Attn: James J. Egan

Street Address: 801 Lancaster Avenue

City: Bryn Mawr State: PA ZIP: 19010

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,101,111	820,979	1,079,183
799,005	821,099	756,698
713,028	226,105	1,801,776
		1,192,684

Additional numbers Yes No

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

Name: William M. Shields, Esq.
 Internal Address: Monteverde, McAlee, FitzPatrick,
 Tanker & Hurd
 One Penn Center at Suburban Station
 Street Address: 1617 John F. Kennedy Boulevard
 Suite 1500
 City: Philadelphia State: PA ZIP: 19103-1815

6. Total number of applications and registrations involved:.....

10

7. Total fee (37 CFR 3.41):.....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

08/30/1999 MTHAI1 00000386 1101111

1 FC:481 40.00 OP
2 FC:482 225.00 GP

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.

William M. Shields

August 24, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

6

Rider to Security Agreement - Trademarks

THE BRYN MAWR TRUST COMPANY

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of this 18th day of August, 1999, by and between Spray Products Corporation ("Grantor") with an address at 1323 Conshohocken Road, Norristown, PA and The Bryn Mawr Trust Company (the "Bank"), with an address at 801 Lancaster Avenue, Bryn Mawr, PA 19010. This Rider is incorporated into and made part of that certain Security Agreement ("Security Agreement") between the Grantor and the Bank, dated August 18, 1999, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider collectively referred to as "Loan Documents"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made a part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Grantor's present and future liabilities to the Bank, the Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill of the Grantor associated with and represented by the Trademarks, and the registration thereof, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.
2. **Maintenance of Trademarks.** The Grantor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations to the Bank are satisfied in full.
3. **Representations and Warranties.** The Grantor represents and covenants that: (a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notices as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; and (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with this subparagraph 3(f).
4. **Covenants.** The Grantor further covenants that: (a) until all of the Obligations have been satisfied in full, it will not enter into any agreement including, without limitation, license agreements, which are inconsistent with the Grantor's obligations under this Rider; and (b) if the Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule "A".

Last Rev. 8/17/99

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** The Grantor agrees not to sell, assign or further encumber its rights and interest in the Trademarks without prior written consent of the Bank.

7. **Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as a holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, DC. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably require to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, in escrow, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such escrowed documents with the Patent and Trademark Office.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents and full satisfaction of all of the Grantor's liabilities and obligations to the Bank, the Bank shall execute and deliver to the Grantor all documents necessary to terminate the Bank's security interest in the Trademarks.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Bank in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by the Grantor on demand by the Bank and until so paid shall be added to the principal amount of the Obligations to the Bank and shall bear interest at the contract rate therefor.

12. **Prosecution of Trademark Applications.** (a) Subject to the terms of the Security Agreement, the Grantor shall have the duty to prosecute diligently any Trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registrable but unregistered Trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Bank.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

13. **Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

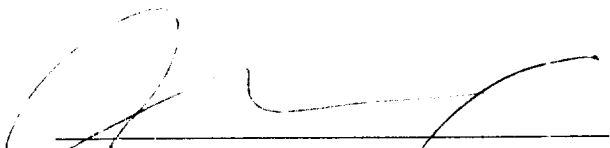
14. **GOVERNING LAW.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

15. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.


WITNESS the due execution hereof as a document under seal, as of the date first written above.

ATTEST:

SPRAY PRODUCTS CORPORATION, A PENNSYLVANIA CORPORATION



Ashton T. Scott, Jr., Secretary

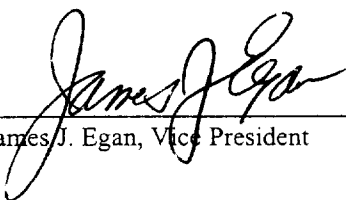
By:  (SEAL)

Andrew A. Orr, President

THE BRYN MAWR TRUST COMPANY

WITNESS:



By: 

James J. Egan, Vice President

COMMONWEALTH OF PENNSYLVANIA

:
: SS

COUNTY OF MONTGOMERY

:

On this the 18TH day of August, 1999, before me, a Notary Public, the undersigned officer, personally appeared James J. Egan, who acknowledged himself to be a Vice President of The Bryn Mawr Trust Company and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Michelle L. Wilson

Notary Public

My Commission Expires:

NOTARIAL SEAL MICHELLE L. WILSON, Notary Public Lower Merion Twp., Montgomery County My Commission Expires Nov. 18, 2002

COMMONWEALTH OF PENNSYLVANIA

:
: SS

COUNTY OF MONTGOMERY

:

On this the 18TH day of August, 1999, before me, a Notary Public, the undersigned officer, personally appeared Andrew A. Orr, and Ashton T. Scott, Jr., who acknowledged themselves to be the President and Secretary of Spray Products Corporation, and that they, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Michelle L. Wilson

Notary Public

My Commission Expires:

NOTARIAL SEAL MICHELLE L. WILSON, Notary Public Lower Merion Twp., Montgomery County My Commission Expires Nov. 18, 2002

**SCHEDULE "A"
TO
RIDER TO SECURITY AGREEMENT - TRADEMARKS**

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>
ORR-LAC	1,101,111	09/05/78
NUTS OFF	799,005	11/23/65
SPRAY LOGO	713,028	03/28/61
SPRAY LOGO	820,979	12/27/66
SPRAY LOGO	821,099	12/27/66
DONKEY DESIGN-CANADA	226,105	10/02/92
DONKEY DESIGN-U.S.	1,079,183	12/13/77
HOTSHOT	756,698	09/17/63
HOTSHOT	1,801,776	02/02/93
DIESEL PEP	1,192,684	03/30/82