

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

09-15-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101145545

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 attachedName Execution Date
Month Day Year
 Formerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other ☐ 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.)

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09/14/1999 DCOATES 00000115 1995213

01 FC:481
02 FC:48240.00 OP
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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK

REEL: 001958 FRAME: 0568

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)

<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"/>

Registration Number(s)

<input type="text" value="1995213"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Arturo A. Molina

Name of Person Signing



Signature

9-7-99

Date Signed

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Arctic Guard	74/535,467	7/18/95	1995213
Hi-Lex Bleach & Design	72/354,429	11/9/71	923402
Hi-Lex (Stylized letters)	74/353,928	11/13/84	319109
6-40	73/350,033	1/10/84	1263346
Hi-Lex	72/354,430	1/18/72	927090
Petals	75/539,325	pending	Pending
Dairy Clean	75/198,726	10/28/97	2109159
Freshmist	75/657,913	pending	Pending
Bright Day	75/699,392	pending	Pending

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Hi-Lex Corporation, a Minnesota corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in, or are the subject of pending applications for registration in, the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as U.S. agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") referred to in the Second Amended and Restated Credit Agreement dated as of September 2, 1999, among KIK Partners, LP, a Delaware limited partnership and KIK Holdings (Canada) Inc., a corporation organized under the laws of New Brunswick, Canada, the Lenders, the Guarantors named therein, the Borrowers named therein and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and for (ii) itself as issuer of the Letters of Credit and party to the Rate Agreements, and Assignor has entered into a Second Amended and Restated Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment and performance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment and performance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment for
Security to be duly executed by its officer thereunto duly authorized as of the 2nd day of
September, 1999.

Hi-Lex Corporation

By:



Name: Richard Pfab

Title: Secretary

Address: 2921 Corder St., Houston, TX 77054