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

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

- [X] 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

Name: Hi-Lex Corporation

Execution Date Month Day Year: 09 02 1999

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [ ] Citizenship/State of Incorporation/Organization: Minnesota

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: The Chase Manhattan Bank

DBA/AKA/TA:

Composed of:

Address (line 1): 600 Fifth Avenue

Address (line 2):

Address (line 3): New York (City) | New York (State/Country) | 10020 (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.)*
- [X] Corporation
- [ ] Association
- [ ] Other
- [ ] Citizenship/State of Incorporation/Organization: New York

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09/14/1999 DCDATES 00000115 1995213

01 FC:481 40.00 OP
02 FC:482 200.00 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 (212) 836-7091

Name: Lauren Bernstein, Esq.

Address (line 1): Kaye, Scholer, Fierman, Hays & Handler, LLP

Address (line 2): 425 Park Avenue

Address (line 3): New York, NY 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s)

[X] 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)		
			1995213		

Number of Properties

Enter the total number of properties involved. # 9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 240.00

Method of Payment: Enclosed [X] 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	Arturo A. Molina	9-7-99
Name of Person Signing	Signature	Date Signed

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

Trademark	Serial No.	Reg. Date	Reg. No.
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

RECORDED: 09/13/1999

TRADEMARK
REEL: 001958 FRAME: 0572