

12-17-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

101225244

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARKMRD
12-7-99RECORDATION 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 Reaffirmation and
Merger Amendment
- ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
11 16 99
- ☐ Change of Name
- ☐ Other _____

Conveying Party

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year
11 16 99Name Title Care Products, Inc.Formerly Title Care Products Acquisition Co.

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other _____

☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attachedName Fleet Capital Corporation, as a Lender and as Administrative Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 20800 Swenson Drive, Suite 350

Address (line 2) _____

Address (line 3) Waukesha

WI

53186

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other _____

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.)

☒ Citizenship/State of Incorporation/Organization Rhode Island

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40.00 UP

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. 20221 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.

TRADEMARK

REEL: 002000 FRAME: 0362

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.

#

7

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)

1,289,705		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

4000

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.

Trisha Neal

Name of Person Signing

Signature

12-2-99

Date Signed

REAFFIRMATION AND AMENDMENT

Tile Care Products, Inc., a Delaware corporation f/k/a Tile Care Products Acquisition Co. ("Tile Care"), Ultrablend Systems, Inc., a New Hampshire corporation, ASM Company, Inc., a California corporation, Homax Products, Inc., a Delaware corporation and Rhodes*American Products, Inc., a Delaware corporation f/k/a RA Products, Inc. (collectively "Borrowers") desire to receive loans and certain other financial accommodations pursuant to the terms of a certain Amended and Restated Loan and Security Agreement of even date herewith among Borrowers, Fleet Capital Corporation, a Rhode Island corporation, as a Lender and as Administrative Agent, Heller Financial, Inc., a Delaware corporation, as a Lender and as Documentation Agent and certain financial institutions which are or may become parties thereto from time to time, each as a Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement). To induce Co-Agents and Lenders to make loans and to extend financial accommodations to Borrowers, Tile Care hereby agrees with Fleet and Administrative Agent, for its benefit and the benefit of the Lenders, as follows:

(i) That certain Patent, Trademark and License Mortgage dated as of February 3, 1998 executed by Tile Care in favor of Fleet (the "Trademark Mortgage") is hereby amended by deleting therefrom each reference to Fleet, and by inserting in lieu thereof an appropriate reference to Administrative Agent. In furtherance of the preceding amendment, Fleet hereby assigns to Administrative Agent all of Fleet's rights, powers and interests under the Trademark Mortgage. Tile Care hereby agrees that Administrative Agent may file a manually executed original of this Reaffirmation and Amendment with the United States Trademark Office in respect of the U.S. Trademarks described on Exhibit A hereto.

(ii) That certain Collateral Assignment of Undertakings Under Asset Purchase Agreement and Escrow Agreement dated as of February 3, 1998 executed by Tile Care in favor of Fleet (the "Purchase Agreement Assignment") is hereby amended by deleting therefrom each reference to Fleet, and by inserting in lieu thereof an appropriate reference to Administrative Agent. In furtherance of the preceding amendment, Fleet hereby assigns to Administrative Agent all of Fleet's rights, powers and interests under the Purchase Agreement Assignment.

Tile Care further agrees that all references in each of the Trademark Mortgage and the Purchase Agreement Assignment (each a "Specified Agreement") to a certain Loan and Security Agreement dated as of February 3, 1998 between Tile Care and Fleet shall be deemed to refer to the Loan Agreement. Except as set forth above, each of the Specified Agreements shall remain unmodified and in full force and effect. Tile Care hereby reaffirms its obligations and liabilities under each of the Specified Agreements, each as amended hereby, and

acknowledges that each of the Specified Agreements shall remain in full force and effect following the execution and delivery of the Loan Agreement.

This Reaffirmation is dated as of the 16th day of November, 1999.

TILE CARE PRODUCTS, INC.

By Michael S. J.
Name Michael Santani
Its Asst. Sec.

Acknowledged and Agreed to as
of the day and date written above

FLEET CAPITAL CORPORATION,
individually and as Administrative Agent

By: _____
Its: _____

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acknowledges that each of the Specified Agreements shall remain in full force and effect following the execution and delivery of the Loan Agreement.

This Reaffirmation is dated as of the 16th day of November, 1999.

TILE CARE PRODUCTS, INC.

By _____
Name _____
Its _____

Acknowledged and Agreed to as
of the day and date written above

FLEET CAPITAL CORPORATION,
individually and as Administrative Agent

By: [Signature]
Its: Senior Vice President

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EXHIBIT A
TRADEMARKS

TRADEMARK
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Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
Tile Guard	1,289,705	08/14/84

RECORDED: 12/07/1999

TRADEMARK
REEL: 002000 FRAME: 0358