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FORM PTO-1618A	U.S. Department of C Patent and Trademar TRADEMAR	rk Office
ONB 0831-0027	10122323/	
12-1-99 EFCORDATION		•
KLOOKDAIK	ION FORM COVER SHEET	
TO: The Commissioner of Patents and Trademarks:	EMARKS ONLY s: Please record the attached original document(s) or copy(is	os) <u>.</u>
Submission Type X New	Conveyance Type Assignment License	
Resubmission (Non-Recordation) Document ID #	X Security Agreement Nunc Pro Tunc Assi Reaffirmation and Effective Date Margar Amandment Month Day Year	ignment
Correction of PTO Error Reel # Frame #	11 16 99]
Corrective Document	Change of Name	
Conveying Party	Other	
Name Rhodes*American Products, Inc.	Mark If additional names of conveying parties attached Executibe Month Da	y Year
	•	:
Formerly RA Products, Inc.		• .at
	Limited Partnership X Corporation Associated Associated Partnership	ciation
Other		
X Citizenship/State of Incorporation/Organizati	tion Delaware	
Receiving Party	Mark if additional names of receiving parties attached	
Name Fleet Capital Corporation,	as a Lender and as Administrative Agent	
DBA/AKA/TA		
Composed of		
Address sine to 20800 Swenson Drive, Suite 3	350	
7.00.000 (1.10.00)		
Address (ine 2)		
Address (tine a) Waukesha City	WI 53186 State/Country Judge 100 to 1	
Individual General Partnership	Limited Partnership If document to be recorded is an assignment and the receiving part not domicited in the United States	ty is
X Corporation Association	appointment of a demestic representative should be attached	_
Other	(Designation must be a separate document from Assignment.)	- .
X Citizenship/State of Incorporation/Organization		<u> </u>
12/17/1999 TTBILL1 00000023 435057 FOR O	OFFICE USE ONLY	
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Public burden reporting for this collection of inhumetion to estimated to prevage approximately 30 minutes per Cover Short to be recorded, including time for reviewing the document and schedule recorded to complete the Cover Shire. Loss assemble regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Office, Washington, D.C. 2003) and to the Office of Information and Regulatory Affort, Office of Management and duplet, Properties Reduction Project (2004-0007), Washington, D.C. 2007. See OMB Information Collection Budget Package 081-0017, Patent and Trademark Assignment Procles. Do Not SERD REQUESTS TO RECORD ASSIGNMENT AND ADDRESS.

Mail documents to be recorded with required COVER sheet(s) Information Collection REEL: 002000 FRAME: 0433

FORM PTO-1 Emirus 06/30/00 ONE 0661-0027	618B Pag	ge 2 _{of 3}
	epresentative Name and Address	Enter for the first Receiving
Name [
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Address (line 2)		

FORM PTO-16	18B	Page 2 of 3	U.S. Department of Commerce Patent and Trademark Office TRADEMARK
	present <u>a</u> tive Name and Add	ress Enter for the first R	eceiving Party only.
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Address (fine 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Corresponde	nt Name and Address Area Co	ode and Telephone Number	
Name _	Federal Research	Cap	
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Address (line 2)	Suite 10)		•
Address (line 2)	Washington 100	20004	•••
Address (time 4)			
	nter the total number of pages of acluding any attachments.	the attached conveyance do	cument # 14
Trademark Ap	plication Number(s) or Regi	istration Number(s)	X Mark If additional numbers attached
Enter either the Tr	rademark Application Number or the Regist	tration Number (DO NOT ENTER BO	TH numbers for the same property).
Trader	mark Application Number(s)		ration Number(s) 98.300 ,184,815
L	J L		
		1,825,157	,171,851
		2.220.656	,011,284 1,632,830
Number of Pro	operties Enter the total numb	er of properties involved.	# 15
Fee Amount	Fee Amount for Prop	erties Listed (37 CFR 3.41):	\$ (390 °)
Method of P Deposit Acc		Deposit Account	
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	Authoriza	tion to charge additional fees:	Yes No .
Statement and	Signature		
To the b	vest of my knowledge and belief, the lid copy is a true copy of the original did herein.	foregoing information is true and ocument. Charges to deposit ac	l correct and any count are authorized, as
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Trisha N	Person Signing	Signature	Date Signed

Signature

Name of Person Signing

FORM PTO-1618C CONTINUATION COVER SHEET Substance 08/20/207 CONTINUATION Page 3 of 3 CONTINUATION Page 3 of 3 CONTINUATION Page 3 of 3	Office
Conveying Party Enter Additional names of conveying parties attached Executive Menth D	on Dete ey Year
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Individual General Partnership Limited Partnership Corporation Associate	ion
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Citizenship/State of incorporation/Organization	
Trademark Application Number(s) or Registration Number(s) Merk if additional numbers	
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same propert	y).
Trademark Application Number(s) Registration Number(s) [835, 322] [1,459,772] [1,266,	631
2,003,221 2,003,177 2,001,0	

REAFFIRMATION AND AMENDMENT

Rhodes*American Products, Inc., a Delaware corporation f/k/a RA Products, Inc. ("Rhodes"), Tile Care Products, Inc., a Delaware corporation f/k/a Tile Care Products Acquisition Co., Ultrablend Systems, Inc., a New Hampshire corporation, ASM Company, Inc., a California corporation and Homax Products, Inc., a Delaware corporation (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, Rhodes 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 18, 1999 executed by Rhodes 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. Rhodes 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 Copyright Security Mortgage dated as of February 18, 1999 executed by Rhodes in favor of Fleet (the "Copyright 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 Copyright Mortgage. Rhodes hereby agrees that Administrative Agent may file a manually executed original of this Reaffirmation and Amendment with the Copyright Office of the Library of Congress in respect of the U.S. Copyrights described on Exhibit B hereto.
- (iii) That certain Collateral Assignment of Undertakings Under Asset Purchase Agreement dated as of February 18, 1999 executed by Rhodes 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

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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.

(iv) That certain Collateral Assignment of Supply Agreement dated as of February 18, 1999 executed by Rhodes in favor of Fleet (the "Supply 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 Supply Agreement Assignment.

Rhodes further agrees that all references in each of the Trademark Mortgage, the Copyright Mortgage, the Purchase Agreement Assignment and the Supply Agreement Assignment (each a "Specified Agreement") to a certain Loan and Security Agreement dated as of February 18, 1999 between Rhodes 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. Rhodes 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.

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

RHODES*AMERICAN PRODUCTS, INC.

Ву	Michel Gl.
Name	Michael Sundan
Its	Aged. 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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This Reaffirmation is dated as of the 64 day	of N	fulmera_	, 1999
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RHODES*AMERICAN PRODUCTS, INC.

Ву	 	 	
Name	 		
Its			

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

FLEET CAPITAL CORPORATION, individually and as Administrative Agent

By: Landa X giling
Its: Lenigh Vice Preside T

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TRADEMARK REGISTRATIONS, APPLICATIONS AND COMMON LAW MARKS

	MARK: Banner	Design			
	Reg'n.	Date	Appl'n.	Filing	
	Number	Reg'd	Number	Date	Country
İ	435,187	12/16/1947	71-489,250	10/2/1945	United States
	MARK: HAND	Y-MAN			•
	Reg'n.	Date	Appl'n.	Filing	
	Number	Reg'd	Number	Date.	Country
2	698,300	5/24/1960	72-034,307	7/24/1957	United States
	MARK: JOB GI	RADED			
	Reg'n.	Date	Appl'n.	Filing	
4	Number	Reg'd	Number	Date.	Country
3	1,184,815	1/5/1982	73-179,227	7/21/1978	United States
	MARK: MINIT	SET			
	Reg'n.	Date	Appl'n.	Filing	_
. ,	Number	Reg'd	Number	Date 1	Country
4	1,825,157	3/8/1994	74-397,389	6/1/1993	United States
	MARK: ONE S	TROKE (& Design)			
	Reg'n.	Date	Appl'n.	Filing	_
رر	Number	Reg'd	Number	Date.	Country
5	1,171,851	10/6/1981	73-198,786	1/2/1979	United States
	MARK: OOPS1,	2	•		
	Reg'n.	Date	Appl'n.	Filing	_
,	Number	Reg'd	Number	Date.	Country
Ų	1,459,792	10/6/1987	73-637,823	12/30/1986	United States

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	MARK: OOP	S!			•
	Reg'n.	Date	Appl'n.	Filing	Ca
7	<u>Number</u> 2,220,656	<u>Reg'd</u> 1/26/99	<u>Number</u> 74-616,986	Date 12/30/1994	Country United States
/	2,220,030	1/20/37	72-010,700	22,00,227	0.200
	MARK: PREP	-A-WALL			
	Reg'n.	Date	Appl'n.	Filing	
0	Number	Reg'd	Number	Date	Country
I	1,011,284	5/27/1975	73-027,686	7/24/1974	United States
	MARK: RUBI	RRIZE-IT!			
	Reg'n.	Date	Appl'n.	Filing	
_	Number	Reg'd	Number	Date	Country
9	1,632,830	1/29/1991	73-836,663	11/6/1989	United States
					•
	MARK: SUN	RAY			
	Reg'n.	Date	Appl'n.	Filing	Carra
10	Number 835,322	Reg'd 9/19/1967	<u>Number</u> 72-248,188	Date. 6/15/1966	Country United States
		,, 2,, 2, 0,	,	•••	
	MARK: THE	WELDER			
	Reg'n.	Date	Appl'n.	Filing	_
11	Number	Reg'd	<u>Number</u>	Date 12/30/1986	Country United States
	1,459,772	10/6/1987	73-637,817	12/30/1980	Office States
	MARK: TOUG	H AS TILB			
	Reg'n.	Date	Appl'n.	Filing	
	Number	Reg'd	Number	Date.	Country
17	1,266,631	2/7/1984	73-346,002	1/18/1982	United States
13	2,003,221	9/24/1996	75-016,000 75-011,240	11/6/1995 10/27/1995	United States United States
14	2,003,177	9/24/1996	/ U-U11,# 1 U	10/2//1770	J.m
	MARK: WIPE	ITS			
	Reg'n.	Date	Appl'n.	Filing	
	Number	Reg'd	Number	Date	Country
				4 (11 /1004	Timinad States

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United States

4/11/1994

74-511,356

7/22/1997

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 Reg'd
 Number
 Date.
 Country

 TMA 218,097
 12/31/1976
 0391772
 11/19/1975
 Canada

MARK: SUNRAY

Reg'n. Date Appl'n. Filing

Number Reg'd Number Date Country
TMDA 043,548 3/19/1928 0136982 11/19/1975 Canada

TRADE NAMES

American Steel Wool

American Steel Wool Company

American Steel Wool Mfg. Co., Inc.

ASW

DIY

DIY Products Division

DIY Products Division of Rhodes/American

Good-bye Splatters

Housewash 2000

Mil-Kil

Mil-Tek

New Dexus LLC

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¹ Two documents have apparently been misrecorded against this mark, one a merger document evidencing the merger of United Coatings into The Sherwin-Williams Co. and the other an assignment from The Sherwin-Williams Co. to DIMC, Inc. The Seller has informed the Buyer that The Sherwin-Williams Co. has agreed to cooperate in rectifying these misrecordings.

² United Coatings, Inc., its successors and assigns ("UCI"), which includes The Sherwin-Williams Co. and DIMC, Inc., has a license to certain Proprietary Rights (as defined in a 1991 Asset Purchase Agreement between Seller and UCI) Buyer is granting to Seller a nonexclusive license solely to grant a sublicense to UCI commensurate in scope with the grant in the 1991 Asset Purchase Agreement.



Oops! Fainter Swipes

Paint Pros

Peel Not

Pro Marketing, Inc.

Pro Power

Pro Power, Inc.

Rhodes

Rhodes*American
Rhodes/American Inc.

The James H. Rhodes Company

The Rhodes Company

Rust Zapper

Skyhook

Slip No More

Steel Wool 2

Tough as Tile

UltraSand

Zwool



EXHIBIT B COPYRIGHTS



COPYRIGHTS AND APPLICATIONS

- 1.) Reg. No. VA 8-045: Job Graded Steel Wool Pads Furniture Pads
- 2.) Reg. No. VA 8-046: Job Graded Steel Wood Pads Metal Finishing
- 3.) Reg. No. VA 8-047: Job Graded Steel Wood Pads General Purpose
- 4.) Reg. No. VA 8-048: Job Graded Steel Wood Pads Paint and Finish Removal
- 5.) Reg. No. VA 8-049: Job Graded Steel Wood Pads Household
- 6.) Reg. No. VA 8-050: Job Graded Steel Wood Pads Automotive

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