

12-17-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0661-0027



101225243

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

MEB
10-7-99

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 <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____ | Conveyance Type <input type="checkbox"/> Assignment <input type="checkbox"/> License <input checked="" type="checkbox"/> Security Agreement Reaffirmation and <input type="checkbox"/> Merger Amendment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year 11 16 99 |
|---|--|

Conveying Party Mark if additional names of conveying parties attached

Name Ultrablend Systems, Inc. Execution Date
 Month Day Year
 11 16 99

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New Hampshire

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 (line 1) 20800 Swenson Drive, Suite 350

Address (line 2) _____

Address (line 3) Waukeesa WI 53186
 City State/Country 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.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Rhode Island

12/17/1999 TT0011 0600037 1307927 FOR OFFICE USE ONLY

01 FC:481 40.00 EP
 02 FC:482 25.00 EP

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 (0661-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0661-0027, 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**
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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) | | | Registration Number(s) | | |
|---|----------------------|----------------------|--|----------------------|----------------------|
| <input type="text" value="74/518,619"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1,937,927"/> | <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"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

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.

Trisha Neal

Name of Person Signing Signature Date Signed

REAFFIRMATION AND AMENDMENT

Ultrablend Systems, Inc., a New Hampshire corporation ("Ultrablend"), ASM Company, Inc., a California corporation, Homax Products, Inc., a Delaware corporation, Rhodes*American Products, Inc., a Delaware corporation f/k/a RA Products, Inc. and Tile Care Products, Inc., a Delaware corporation f/k/a Tile Care Products Acquisition Co. (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, Ultrablend hereby agrees with Fleet and Administrative Agent, for its benefit and the benefit of the Lenders, as follows:

(i) That certain Patent Mortgage dated as of March 13, 1998 executed by Ultrablend in favor of Fleet (the "Patent 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 Patent Mortgage. Ultrablend hereby agrees that Administrative Agent may file a manually executed original of this Reaffirmation and Amendment with the United States Patent Office in respect of the U.S. Patents described on Exhibit A hereto.

(ii) That certain Collateral Assignment of Trademarks dated as of March 13, 1998 executed by Ultrablend in favor of Fleet (the "Trademark 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 Trademark Assignment. Ultrablend 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 B hereto.

(iii) That certain Collateral Assignment of Undertakings Under Asset Purchase Agreement and Escrow Agreement dated as of March 13, 1998 executed by Ultrablend 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.

Ultrablend further agrees that all references in each of the Patent Mortgage, Trademark Assignment and the Purchase Agreement Assignment (each an "Specified Agreement") to a certain Loan and Security Agreement dated as of March 13, 1998 between Ultrablend 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. Ultrablend 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 6th day of November, 1999.

ULTRABLEND SYSTEMS, INC.

By Michael Sed.
Name Michael Sedani
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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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.

Ultrablend further agrees that all references in each of the Patent Mortgage, Trademark Assignment and the Purchase Agreement Assignment (each an "Specified Agreement") to a certain Loan and Security Agreement dated as of March 13, 1998 between Ultrablend 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. Ultrablend 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.

ULTRABLEND SYSTEMS, 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: *Sandra J. Evans*
Its: *Senior Vice President*

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EXHIBIT A

PATENTS

TRADEMARK
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Patents

| Patent Number | Issue Date | Application Number | Filing Date | Title |
|----------------------|-------------------|---------------------------|--------------------|---|
| | | 08/409,699 | 03/24/95 | Pressure Compensated Continuous Angular Contact Drive Wheel Mechanism |

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EXHIBIT B
TRADEMARKS

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Federally Registered Trademarks

| Trademark | Registration Number | Registration Date | Application Number | Filing Date | County |
|------------------|----------------------------|--------------------------|---------------------------------------|--------------------|---------------|
| Ultrablend 5 | 1,937,927 | 11/28/95 | 74/518,797 | 04/29/94 | United States |
| Pail-Friendly | | | 74/518,619 (reassigned serial no.) | 04/29/94 | United States |

Common Law Trademarks

Ultrablend
Ultrablend 1
Ultrablend XHD
Ultralight
Vortex Type Action
Whisper Quiet Operation
No Clamp Operation
Rainbow Vortex Design

RECORDED: 12/07/1999

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REEL: 002000 FRAME: 0469