

12-22-1999



COVER SHEET

101230134

MKD 12.7.99

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
  - Change of Name
  - Other
- Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Name  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 attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

12/21/1999 TDM11 00000158 1478762

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
100.00 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

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,478,762"/>	<input type="text" value="0,722,029"/>	<input type="text" value="0,550,132"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,882,266"/>	<input type="text" value="0,956,562"/>	<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.

LINDA HEBAN

*Linda A. Heban*

11/20/99

Name of Person Signing

Signature

Date Signed

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of November 16, 1999 (this "*Agreement*"), is made by **EXCELLO PRODUCTS, L.L.C.**, a Delaware limited liability company (the "*Company*"), in favor of **NATIONAL CITY BANK OF MICHIGAN/ILLINOIS**, a national banking association (the "*Lender*").

### PRELIMINARY STATEMENTS:

(1) Excello Home Products Holdings, Inc., a Delaware corporation ("*Holdings*"), is the sole member of the Company.

(2) The Company and Holdings, as borrower and guarantor, respectively, and the Lender, as lender, are parties to the Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), under which the Lender has agreed, on certain terms and subject to certain conditions, to provide revolving and term credit facilities to Excello.

(3) Under the Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), between the Company and Holdings, as grantors, and the Lender, the Company and Holdings have granted the Lender a security interest in substantially all of their assets.

(4) It is a condition precedent to the credit advances under the Credit Agreement that the Company execute this Agreement in favor of the Lender.

**NOW, THEREFORE**, the parties to this Agreement agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.

2. **Grant of Security Interest.** To secure its Obligations under the Credit Agreement and the other Credit Documents, the Company mortgages and pledges to the Lender and grants the Lender a security interest in all of the Company's right, title and interest in, to and under (i) each trademark, trademark application and trademark license and service mark license listed on the attached Schedules 1, 2 and 3, including, without limitation, all proceeds of such trademarks, trademark applications and trademark licenses and service mark licenses (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to such trademarks, trademark applications and trademark licenses and service mark licenses throughout the world and all re-issues, extensions and renewals of such trademarks, trademark applications and trademark licenses and service mark licenses (collectively, the "*Trademarks*") and (ii) the goodwill of the business connected with the use of, and symbolized by, each Trademark. Until an Event of Default occurs, the Company retains its rights in the Trademarks and may use and possess the Trademarks until such time.

3. **Representations and Warranties.** The Company represents and warrants that, as of the date of this Agreement, (i) the Trademarks listed on Schedule 1 and 2 include all of the Trademarks now owned or held by the Company, (ii) the trademark licenses and service mark licenses listed on Schedule 3 include all of the trademark license agreements and service mark licenses under which the Company is the licensee or licensor and (iii) no Liens, claims or encumbrances in such Trademarks have been granted by the Company to any Person or asserted by any Person against the Company other than the Lender, except for Liens permitted under Section 9.3 of the Credit Agreement.

4. **New Trademarks.** If, prior to the termination of this Agreement, the Company (i) obtains rights to any new Trademarks, (ii) becomes entitled to the benefit of any Trademarks, whether as licensee or licensor or (iii) enters into any new trademark license agreement or service mark license agreement, the provisions of Section 2 automatically apply thereto. The Company will give to the Lender written notice of events described in clauses (i)-(iii) above promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Company authorizes the Lender to modify this Agreement unilaterally (a) by amending Schedule 1 or 2 to include any future Trademarks and by amending Schedule 3 to include any future trademark license agreements or service mark license agreements and (b) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1, 2 or 3 thereto, as the case may be, such future Trademarks.

5. **Remedies.** The Company and the Lender further acknowledge and affirm that the rights and remedies of the Lender after the occurrence of an Event of Default with respect to the assignment of and security interest in the Trademarks made and granted by this Agreement are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated in this Agreement by reference.

6. **Termination.** Following the termination of the Credit Agreement in accordance with its terms, upon the request (and at the expense) of the Company, the Trademarks and any and all financing statements filed on behalf of the Lender will be automatically reassigned to the Company or terminated, and the Lender will execute such instruments as may be reasonably requested to evidence such reassignment or termination in accordance with the terms set forth in the Credit Agreement.

\* \* \* \* \*

SCHEDULE 1  
Registered Trademarks

U.S. Trademark:	Cook's Cottons	Reg. Number 1478762
U.S. Trademark:	Excello	Reg. Number 722029
U.S. Trademark:	Laundry Fresh	Reg. Number 550,132
U.S. Trademark:	Home Naturals	Reg. Number 1882266
U.S. Trademark:	Your Kitchen Pal	Reg. Number 956562

SCHEDULE 2  
Trademarks Pending

None.

SCHEDULE 3  
Trademark Licenses; Service Mark Licenses

License Agreements:

Company has non-exclusive licenses (as licensee) for Premenos Software (\$1,400 annually) and T.L. Ashford Software (\$295 annually).

To the extent assigned at Closing, Company has non-exclusive licenses in the following:

QuarkXPress and EFICOLOR Xtension programs

Zephyr

Windows 3.1, 95, 98

DOS (various versions)

Microsoft Excel (various versions)

Microsoft Word (various versions)

Corel Draw and associated programs

Astro-Med Quick Label

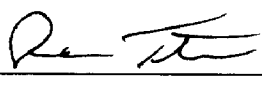
Winzip

UPS On-Line

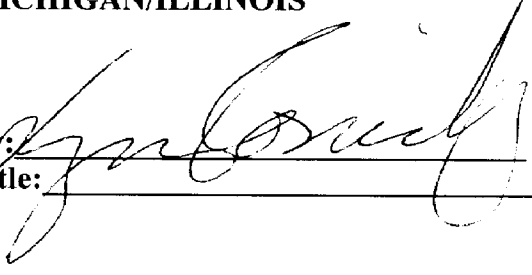
ADP Payroll

**IN WITNESS WHEREOF**, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

**EXCELLO PRODUCTS, L.L.C.**

By:   
Title: \_\_\_\_\_

**NATIONAL CITY BANK OF MICHIGAN/ILLINOIS**

By:   
Title: \_\_\_\_\_



