

12-22-1999



101230053

RECORDATION FORM COVER SHEET

MKD 12.3.44

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 ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Effective Date  
Month Day Year  
11 29 1999

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

11 29 1999

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
- ☐ 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

12/21/1999 JSHABAZZ 00000150 75062897

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
850.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Our Ref. 0215787.201

TRADEMARK  
REEL: 002002 FRAME: 0789

**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 412 355 6271

Name

Mark R. Leslie, Esq.

Address (line 1)

Kirkpatrick & Lockhart LLP

Address (line 2)

Henry W. Oliver Building

Address (line 3)

535 Smithfield Street

Address (line 4)

Pittsburgh, PA 15222-2312

**Pages**

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

#

8

**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)**

75062697

75722576

75780670

75187229

75446653

75784848

75310643

75571489

75780668

**Registration Number(s)**

1415722

2023170

1463395

1829326

1809999

2190776

1410381

1432806

0763943

**Number of Properties**

Enter the total number of properties involved.

#

35

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

890.00

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:

#

11-1110

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.

Mark R. Leslie

Name of Person Signing



Signature

December 3, 1999

Date Signed

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

# **RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY**

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

## **Conveying Party**

Enter Additional Conveying Party

☐

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name



Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☐

Citizenship State of Incorporation/Organization

## **Receiving Party**

Enter Additional 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 the Assignment.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐

Mark if additional numbers attached

### **Trademark Application Number(s)**

75780671



75778204



75780666



75780650



75752706



75812868




### **Registration Number(s)**

1746323

1149628

1901192

1484168

2047686

1410382

1483289

1916324

1788042



2094168



1609692



**TRADEMARK**

**REEL: 002002 FRAME: 0791**

ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, Laars, Inc., a Delaware corporation, (herein referred to as "Assignor") owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A-2 annexed hereto as part hereof (the "Trademark");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, A New York banking corporation, as agent (referred to herein as the "Assignee" for (i) the lenders (the "Lenders") named in Schedule 2.01 of the Restated Credit Agreement dated as of the date hereof, among Water Pik, Inc., the Assignor, the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit, and Assignor has entered into a 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 assigned to Assignee and granted a security 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 payment, performance and observance 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 further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set 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 to be  
duly executed by its officer thereunto duly authorized as of the 29 day of November,  
1999.

LAARS, INC.

By S. L. Main  
Name: S. L. MAIN  
Title: CONTROLLER

## Schedule A-2 to Security Agreement

Trademark	Country	Client	Registration Number	Registration Date	Application Number	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ECCO	US	LAARS	1,415,722	04-Nov-86	73/559,258	20-Sep-85
ELEKTRA II	US	LAARS	1,829,326	05-Apr-94	74/404,953	24-Jun-93
ELEKTRA II	US	LAARS	1,410,381	23-Sep-86	73/581,339	05-Feb-86
ELEKTRA STAR	US	LAARS	2,023,170	17-Dec-96	74/690,030	15-Jun-95
ELEKTRASTAR	CA	LAARS	508,230	22-Feb-99	789664	
EM 2	CA	LAARS			8827404	
EM 2 (STYLIZED)	CA	LAARS			817404	
EM 2 (STYLIZED)	US	LAARS			75/062,697	06-Feb-96
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ENVIROGUARD	CA	LAARS		22-Nov-71	764385	
FLAME	BX	LAARS	079624	06-Dec-88	971415	06-Dec-88
FLAME AND DESIGN	FR	LAARS	1501990	07-Dec-93	74/013,012	21-Dec-89
FLEX-TEMP	US	LAARS	1,809,999	17-Mar-87	73/613,153	05-Aug-86
FLO-GUARD	US	LAARS	1,432,806			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HEATMAKER	KR	LAARS	148976	09-Mar-98	97-7276	26-Dec-97
HEATMAKER	JP	LAARS	2322090	31-Jul-91	7649/1989	25-Jan-89
HEATMAKER	CA	LAARS	396,126	27-Mar-92	617770	25-Oct-88
HEATMAKER	US	LAARS	1,463,395	03-Nov-87	73/631,897	24-Nov-86
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
HI-E2	US	LAARS	2,190,776	22-Sep-98	75/329,424	23-Jul-97
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LAARS	IT	LAARS	542172	21-Mar-91		05-Dec-88
LAARS	AU	LAARS	322214	19-Sep-78		
LAARS	US	LAARS	763,943	28-Jan-84	72/156,992	09-Nov-62
LAARS	DE	LAARS	863942	09-Dec-69		27-Nov-68
LAARS & DESIGN	BX	LAARS	079623	22-Nov-71	562418	
LAARS (WORD)	NZ	LAARS	267282		267282	
LAARS LITE	US	LAARS			75/187,229	22-Oct-96
LAARS LITE	CA	LAARS	506941	22-Jan-99	824754	
LAARS LITE	AU	LAARS	718003	18-Oct-98	718003	20-Sep-96
LAARS LITE	US	LAARS			75/310,643	17-Jun-97
LAARS LX	DE	LAARS	404,237	13-Jun-29		27-Feb-29
LANDIS (DESIGN)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MAXX-PURE	NZ	LAARS			248265	
MAXX-PURE	MX	LAARS	546115	22-Apr-97		30-Jun-95

**Schedule A-2 to Security Agreement (cont'd)**

Trademark	Country	Client	Registration Number	Registration Date	Application Number	Filing Date
MAXX-PURE	CA	LAARS	504721	27-Nov-98	769563	
MAXX-PURE	AU	LAARS			659068	15-Feb-91
MIGHTY MATIC	US	LAARS	1,746,323	12-Jan-93	74/139,402	17-Mar-92
MIGHTY MAX	US	LAARS	1,901,192	20-Jun-95	74/256,495	17-Apr-96
MIGHTY STACK	US	LAARS	2,047,686	25-Mar-97	75/089,875	10-Aug-87
MIGHTY THERM	US	LAARS	1,483,289	05-Apr-88	73/677,525	
MIGHTY THERM	AU	LAARS	452527	23-Sep-86		
MIGHTY VENTER	US	LAARS	1,788,042	17-Aug-93	74/255,214	13-Mar-92
MINI-COMBO	US	LAARS	2,094,168	09-Sep-97	75/010,310	25-Oct-95
MINI-THERM	US	LAARS	1,609,692	14-Aug-90	74/013,051	21-Dec-89
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
PURPOSE	US	LAARS	1,149,628	31-Mar-81	73/229,112	27-Aug-79
POWER-MAXX	CA	LAARS			825580	09-Jun-99
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	09-Jun-99
PROEDGE	US	LAARS			75/722,576	09-Jun-99
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	09-Jun-99
[REDACTED]	NZ	LAARS			240373	
SERIES 2	US	LAARS			75/446,653	09-Mar-98
SHEER RADIANCE	US	LAARS		12-Apr-88	73/677,545	10-Aug-87
SPA WORKS	US	LAARS	1,484,168			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Telstar	US	LAARS	1,410,382	23-Sep-86	73/581,342	05-Feb-86
Telstar	US	LAARS	1,916,324	05-Sep-95	74/404,951	24-Jun-93

Schedule A-2 to Security Agreement (cont'd)

Trademark	Country	Client	Registration Number	Registration Date	Application Number	Filing Date
V-12	CA	LAARS			825579	
XL-3	US	LAARS			75/571,489	19-Oct-98



## Schedule A-2 to Security Agreement (cont'd)

Friday, October 29, 1999 Division Index Filing Dates From 6/24/99 To: 10/29/99 1

## Division: LAARS TELEDYNE LAARS

Trademark	Country	Case Number	Owner	Status	Renewal Date	Atty
OLYM PIK	United States of America	PIK	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,670	Pending	18-Aug-1999	RJP
OLYM*PIK	United States of America	*PIK	TELEDYNE INDUSTRIES, IN Application #/Date: 75/784,848	Pending	18-Aug-1999	RJP
OLYM-PIK	United States of America	-PIK	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,668	Pending	18-Aug-1999	RJP
OLYMPIA	United States of America	OLYMPIA	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,671	Pending	18-Aug-1999	RJP
OLYMPIAN	United States of America	OLYMPN	TELEDYNE INDUSTRIES, IN Application #/Date: 75/778,204	Pending	18-Aug-1999	RJP
OLYMPIAN GOLD	United States of America	OLYMPIAN	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,666	Pending	18-Aug-1999	RJP
OLYMPIK	United States of America	OLYMPIK	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,650	Pending	18-Aug-1999	RJP
PROEDGE	United States of America	PRO11	TELEDYNE INDUSTRIES, IN Application #/Date: 75/752,706	Pending	16-Jul-1999	RJP

Schedule A-2 to Security Agreement (cont'd)

Friday, October 29, 1999		Division Index		Filing Dates From 6/24/99 To: 10/29/99		2	
Division: LAARS TELEDYNE LAARS							
Trademark	Country	Case Number	Owner	Status	Renewal Date	Atty	
SHEER DELIGHT	United States of America	sheer	TELEDYNE INDUSTRIES, IN	Pending	01-Oct-1999	RJP	1
			Application #/Date: 75/812,868				

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of the 29 day of November,  
1999.

LAARS, INC.

By S. L. Main  
Name: S. L. MAIN  
Title: CONTROLLER