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OPR/FINANCE

RECORDS

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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
Effective Date
Month Day Year _____

Change of Name Corrected Assignment

Other for Additional Application Numbers

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)

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

01/28/2000 DNGUYEN 00000210 75703363

01 FC:481 40.00 OP

02 FC:482 75.00 OP

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002013 FRAME: 0101

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="75703363"/>	<input type="text" value="75702125"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75730860"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75642010"/>	<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.

Raphael J. Omerza, Esq.

Name of Person Signing


Signature

December 27, 1999

Date Signed

FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "First Amendment") is made and entered into as of the 26th day of November, 1999, by and between DR. JOHNS PRODUCTS, LTD., an Ohio limited liability company, having its chief executive office at 26201 Richmond Road, Bedford Heights, Ohio 44146 (the "Borrower"), and THE PROVIDENT BANK, an Ohio banking corporation, having an office at 1111 Superior Avenue, Cleveland, Ohio 44114 (the "Secured Party").

R E C I T A L S:

A. Pursuant to the terms of a certain Loan and Security Agreement dated as of May 14, 1999 (hereinafter, as it may from time to time be modified, amended, supplemented, or restated, the "Loan Agreement"), by and among the Borrower and the Secured Party, the Secured Party has agreed to loan to the Borrower up to, in the aggregate, One Million Dollars (\$1,000,000) as a revolving credit facility (the "Loans").

B. In connection with the transactions contemplated by the Loan Agreement, the Secured Party and the Borrower entered into a Patent and Trademark Security Agreement dated as of May 14, 1999 (the "Security Agreement"), a copy of which is attached hereto as Exhibit 1, pursuant to which the Borrower granted to the Secured Party a first priority security interest in the Collateral (as defined in the Security Agreement).

C. The Borrower has made application for several new trademarks, and, accordingly, the Borrower and the Secured Party desire to modify the Security Agreement by amending Exhibit A to include such additional trademarks.

A G R E E M E N T S:

In consideration of the foregoing Recitals, and of the financial accommodations made and to be made by the Secured Party to the Borrower, the Borrower and the Secured Party agree as follows:

1. Exhibit A to the Security Agreement is hereby amended in its entirety by substituting therefor Exhibit 2 attached hereto.


2. Except as amended hereby, the Borrower hereby acknowledges and confirms that the Security Agreement remains unmodified and in full force and effect.

3. This First Amendment shall be governed by and construed in accordance with the laws of the State of Ohio.

4. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

DR. JOHNS PRODUCTS, LTD.

By: 
Its: VP FINANCE

THE PROVIDENT BANK

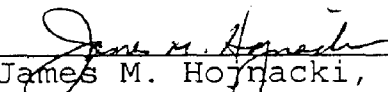
By: 
James M. Hornacki,
Vice President

EXHIBIT 1

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT is made and entered into as of this 14th day of May, 1999, by and between DR. JOHNS PRODUCTS, LTD., an Ohio limited liability company, having its chief executive office at 26201 Richmond Road, Bedford Heights, Ohio 44146 (the "Borrower"), and THE PROVIDENT BANK, an Ohio banking corporation, having an office at 1111 Superior Avenue, Cleveland, Ohio 44114 (the "Secured Party").

R E C I T A L S:

A. Pursuant to the terms of a certain Loan and Security Agreement of even date herewith (hereinafter, as it may from time to time be modified, amended, supplemented, or restated, the "Loan Agreement") by and among the Borrower and the Secured Party, the Secured Party has agreed to loan to the Borrower up to, in the aggregate, One Million Dollars (\$1,000,000) as a revolving credit facility (the "Loans").

B. It is a condition precedent to the Secured Party's obligation to make the Loans to the Borrower that the Borrower provide security for all of the Borrower's obligations, indebtedness and liabilities under the Loan Agreement, and the Borrower is willing to do so.

C. All capitalized terms not otherwise defined in this Security Agreement shall have the meanings assigned to them in the Loan Agreement.

A G R E E M E N T S:

In consideration of the foregoing Recitals, and of the promises made herein, and of the Loans made or to be made by the Secured Party to the Borrower, the proceeds of which will be used to the material economic benefit of the Borrower, the Borrower and the Secured Party agree as follows:

1. INCORPORATION OF LOAN AGREEMENT. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN PATENTS, TRADEMARKS, ETC. The Borrower hereby grants to the Secured Party a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and filed and hereafter acquired or arising and filed, patents, trademarks, trade names, service marks, patent applications, trademark applications, trade name applications and service mark applications and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d) below, the "Collateral") including, without limitation, the Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto,

including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

3. OBLIGATIONS SECURED. The security interests of the Secured Party under this Security Agreement secure (a) the full and prompt performance and observance of all of the terms, conditions and agreements contained in the Loan Agreement to be performed or observed by the Borrower, (b) the punctual full payment of the principal of¹ and interest on the Notes in accordance with the terms and provisions of the Notes (including interest accruing under the Notes after the commencement of any case or proceeding under any state or federal bankruptcy, insolvency or similar law [a "Proceeding"] to the extent that a claim for such interest is allowable in such a Proceeding ["Post-Petition Interest"]), (c) the performance and observance of the terms, conditions and agreements hereinafter contained, (d) the full performance and observance of all of the other terms, conditions and agreements contained in any other documents or instruments executed by the Borrower evidencing or securing the Loans (the "Loan Documents"), and (e) any and all other indebtedness of the Borrower to the Secured Party, including Post-Petition Interest (all of which are referred to herein collectively as the "Secured Obligations").

4. NEW PATENTS, TRADEMARKS, ETC. If, prior to the termination of this Agreement, the Borrower shall (a) obtain rights to any new patentable inventions, (b) become entitled to the benefit of any patent, trademark, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 2, above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Collateral hereunder and shall be subject to the security interests described herein. The Borrower shall give to the Secured Party written notice of the events described in clauses (a) and (b) of the preceding sentence on a quarterly basis. The Borrower hereby authorizes the Secured Party to modify this Agreement by amending Exhibit A to include any future patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications and the Borrower agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

5. ROYALTIES; TERM. The Borrower hereby agrees that the use by the Secured Party of the Collateral as authorized hereunder shall be co-extensive with the Borrower's rights thereunder and in respect thereof and without any liability for

royalties or other related charges from the Secured Party to the Borrower. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Collateral assigned hereunder, or (b) the date on which all "Collateral" (as defined in the Loan Agreement) has been released pursuant to the terms of the Loan Agreement.

6. TERMINATION OF SECURITY INTEREST. This Security Agreement is made for collateral security purposes only. Upon release of all of the "Collateral" (as defined in the Loan Agreement) pursuant to the provisions of the Loan Agreement, this Agreement shall terminate, and the Secured Party shall promptly execute and deliver to the Borrower, at the Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate the Secured Party's security interest in the Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Agreement or the Loan Agreement.

7. DUTIES OF THE BORROWER. The Borrower shall have the duty, to the extent desirable in the normal conduct of the Borrower's business and consistent with Borrower's current business practices, (a) to prosecute diligently any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Agreement, (b) to make application on unpatented but patentable inventions, as the Borrower deems appropriate, and (c)

to take reasonable steps to preserve and maintain all of the Borrower's rights in the Collateral. Any expense incurred in connection with the foregoing shall be borne by the Borrower. The Borrower shall not abandon any material pending patent application, trademark application, service mark application or patent, trademark, trade name or service mark which is or shall be necessary or economically desirable in the operation of the Borrower's business.

8. INFRINGEMENT. The Borrower represents and warrants to the Secured Party that the Borrower owns and possesses, and will own or possess continuously throughout the term of this Agreement, the valid right to use the Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the best knowledge of the Borrower, threatened against the Borrower, which might, if successful, adversely affect a Borrower's interest in the Collateral.

9. WAIVERS. No course of dealing between the Borrower and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Loan Agreement or any of the Loan Documents, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Loan Agreement, the Notes or under any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

10. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) An "Event of Default" under this Security Agreement shall be deemed to exist if there shall exist and be continuing any event, condition or thing which constitutes an Event of Default under the Loan Agreement, including, without limitation, the Borrower's default in the timely performance of all of its obligations and covenants hereunder.

(b) After the occurrence of any Event of Default and during the continuation of such Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Agreement, the Loan Agreement, the Notes and the other Loan Documents. In connection therewith, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks or service marks secured hereby and, if the Secured Party shall commence any such suit, the Borrower shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. The Borrower shall, upon demand, promptly reimburse the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of its rights under this paragraph.

11. SEVERABILITY. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall

affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

12. MODIFICATION. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

13. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Secured Party's rights and remedies in respect of the Collateral whether established hereby, by the Loan Agreement, by the Notes, by any of the other Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon and during the continuance of an Event of Default, the Borrower hereby constitutes and appoints the Secured Party its true and lawful attorney, with full power of substitution, with power to (a) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Collateral, (b) take any other actions in respect of the Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an

interest and shall be irrevocable until all of the "Collateral" (as such term is defined in the Loan Agreement) shall have been released pursuant to the terms of the Loan Agreement. The Borrower hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Loan Agreement, the Notes or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located or deemed located.

14. BINDING EFFECT; BENEFITS. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. The Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Borrower.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

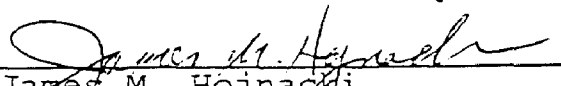
16. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

17. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Collateral against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Borrower and added to the Secured Obligations secured hereby.

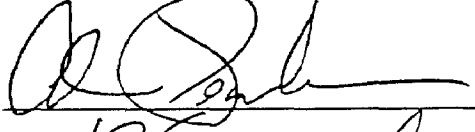
18. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE PROVIDENT BANK

By: 
James M. Hojnacki,
Vice President

DR. JOHNS PRODUCTS, LTD.

By: 
Its: J.P. FINN & ASSOCIATES

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing Security Agreement was executed and acknowledged before me this 20th day of May, 1999, by James M. Hojnacki, personally known to me to be a Vice President of The Provident Bank, an Ohio banking corporation, on behalf of such corporation.

THERESE NOTARBERARDINO
Notary Public
State Of Ohio Cuy. County
My Comm. Expires 8-21-02

Therese Notarberardino
NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing Security Agreement was executed and acknowledged before me this 17th day of May, 1999, by Alan
PEARLMAN, personally known to me to be the VP Finance & Admin.
of Dr. Johns Products, Ltd., an Ohio limited liability company, on behalf of such company.

Therese Notarberardino
NOTARY PUBLIC
State Of Ohio Cuy. County
My Comm. Expires 8-21-02

EXHIBIT A

LICENSES, PATENTS, ETC.

Patents:

U.S. Utility Patent
Applications:

Serial No. 09/163,621 Filed 9/30/98
Serial No. 09/236,794 Filed 1/25/99

U.S. Design Patent
Applications:

Serial No. 29/099,622 Filed 1/25/99
Serial No. 29/099,623 Filed 1/25/99

Trademarks:

U.S. Trademark
Application:

Serial No. 75/639,303 Filed 2/11/99
Mark SPIN BRUSH

U.S. Trademark
Application:

To be filed for mark:
DPC

EXHIBIT 2

AMENDED EXHIBIT A

LICENSES, PATENTS, ETC.

Patents:

U.S. Utility Patent
Applications:

Serial No. 09/163,621	Filed 9/30/98
Serial No. 09/236,794	Filed 1/25/99
Serial No. 09/382,745	Filed 8/25/99
Serial No. 09/347,773	Filed 7/6/99

U.S. Design Patent
Applications:

Serial No. 29/099,622	Filed 1/25/99
Serial No. 29/099,623	Filed 1/25/99

Trademarks:

U.S. Trademark
Application:

Serial No. 75/639,303	Filed 2/11/99
Mark: SPIN BRUSH	

U.S. Trademark
Application:

Serial No. 75/703,363	Filed 5/12/99
Mark: DPC	

U.S. Trademark
Application:

Serial No. 75/730,860	Filed 6/16/99
Mark: DOUBLE HEADER	

U.S. Trademark
Application:

Serial No. 75/642,010	Filed 2/17/99
Mark: DR. JOHNS PRODUCTS LTD AND DESIGN	

U.S. Trademark
Application:

Serial No. 75/702,125	Filed 5/10/99
Mark: DR JOHNS PRODUCTS THE TOOTHBRUSH PEOPLE	

BERICK, PEARLMAN & MILLS

A LEGAL PROFESSIONAL ASSOCIATION

JAMES H. BERICK
SAMUEL S. PEARLMAN
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RAPHAEL J. OMERZA
BRYAN H. FALK
ALEXANDER G. BURLINGAME

E-mail: burlingame@bericklaw.com

December 27, 1999

CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Commissioner of Patents
and Trademarks
Box Assignments
Washington, DC 20231

Re: U.S. Trademark Application Numbers
75703363, 75730860, 75642010 and 75702125

Dear Madam or Sir:

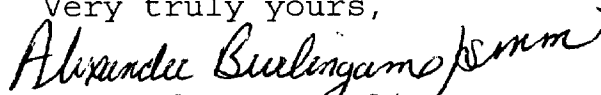
In respect of the above-referenced Trademark Applications I have enclosed the following items for filing:

1. Recordation Form Cover Sheet
2. Certified copy of First Amendment to Patent and Trademark Security Agreement; and
3. Firm check payable to the Commissioner of Patents and Trademarks in the amount of \$115.00.

Please see that these items are properly recorded and that evidence of the same is returned to my attention in the enclosed self-addressed, stamped envelope.

Should you have any questions in respect of this matter, please do not hesitate to call me COLLECT. Thank you for your assistance.

Very truly yours,


Alexander G. Burlingame

AGB:smm
Enclosure

RECORDED: 01/03/2000

TRADEMARK
REEL: 002013 FRAME: 0118