

09-21-2000



101464984

9-6-00

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

- 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
06 09 00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
06 09 00

Formerly

75635585

- 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/AKATA

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.)

09/20/2000 MTHA11 00000387 75635585

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
1550.00 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

TRADEMARK
REEL: 002131 FRAME: 0265

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

215-981-4714

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.

#

17

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)

| | | |
|----------|----------|--|
| 75635585 | 75236306 | |
| 75489008 | 75236304 | |
| 75419530 | 75202221 | |

| | | |
|---------|---------|---------|
| 0910870 | 2166566 | 1067715 |
| 0715048 | 2174005 | 1392415 |
| 0771875 | 0774513 | 1391622 |

Number of Properties

Enter the total number of properties involved.

#

63

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

1,590.00

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:

#

16-1322

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.

Mindy Ellis Schwartz

Name of Person Signing

Signature

September 12, 2000

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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
06 09 00

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

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Name

DBA/AKA/TA

Composed of

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Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

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Registration Number(s)

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| <input type="text" value="1453230"/> | <input type="text" value="1400366"/> | <input type="text" value="1371344"/> |
| <input type="text" value="1826009"/> | <input type="text" value="1132726"/> | <input type="text" value="1869630"/> |
| <input type="text" value="0878626"/> | <input type="text" value="0844995"/> | <input type="text" value="1849325"/> |
| <input type="text" value="1855790"/> | <input type="text" value="1832769"/> | <input type="text" value="1648541"/> |
| <input type="text" value="0923517"/> | <input type="text" value="1404095"/> | <input type="text" value="1439206"/> |
| <input type="text" value="1508181"/> | <input type="text" value="1333300"/> | <input type="text" value="1746430"/> |

**RECORDATION FORM COVER SHEET
CONTINUATION
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FORM PTO-1618C
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Registration Number(s)

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| 1847382 | 0531683 | 1364544 |
| 0656811 | 0711510 | 2164733 |
| 0656812 | 0709801 | 0898298 |
| 1180237 | 1860414 | 1650192 |
| 0692217 | 1846236 | 1567212 |
| 0678428 | 1249011 | 1404088 |
| 0651005 | 1841361 | 1395736 |

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| 1494300 | <input type="text"/> | <input type="text"/> |
| 0628497 | <input type="text"/> | <input type="text"/> |
| 1394903 | <input type="text"/> | <input type="text"/> |
| 1398566 | <input type="text"/> | <input type="text"/> |
| 0690228 | <input type="text"/> | <input type="text"/> |
| 2124717 | <input type="text"/> | <input type="text"/> |
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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT
("Agreement") dated as of June 9, 2000, made by O-CEDAR BRANDS, INC.
("Brands"), an Ohio corporation having an office at 1210 Kenton Street, Springfield,
Ohio 45505, and O-CEDAR RECAP COMPANY, INC. ("Recap"; and collectively with
Brands, the "Borrowers", each of them, a "Borrower"), a Delaware corporation having an
office at 1210 Kenton Street, Springfield, Ohio 45505, and of EF PRIVATE EQUITY
PARTNERS (AMERICAS) L.P. (the "Lender").

WITNESSETH:

WHEREAS, the Borrowers have executed a Subordinated Bridge Note
dated of even date herewith in favor of the Lender in the original principal amount of
\$2,000,000 (as amended, restated, supplemented or otherwise modified from time to
time, the "Note"), pursuant to which the Lender has, subject to certain conditions
precedent, agreed to make a loan (the "Loan") to the Borrowers; and

WHEREAS, the Lender has required as a condition, among others, to the
making of the Loan to the Borrowers, in order to secure the prompt and complete
payment, observance and performance of all of the Borrowers' obligations and liabilities
under the Note, and under any other instruments, documents and agreements executed
and delivered by the Borrowers to the Lender in connection with the Note (all such
obligations and liabilities being hereinafter referred to collectively as the "Obligations"),
that the Borrowers execute and deliver this Agreement to the Lender for the benefit of the
Lender;

NOW, THEREFORE, in consideration of the premises set forth herein and
for other good and valuable consideration the receipt and sufficiency of which are hereby
acknowledged, each Borrower agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, the capitalized terms used
herein which are defined in the Note (either directly or by reference to the Securities
Purchase Agreement) shall have the meanings specified in such Note.

(ii) The words "hereof," "herein" and "hereunder," and words
of like import when used in this Agreement, shall refer to this Agreement as a whole and
not to any particular provision of this Agreement, and section and schedule references are
to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall
have comparable meanings when used in the plural, and vice versa, unless otherwise
specified.

(iv) All term defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Borrower hereby grants to the Lender, a second priority security interest in, having priority over all other security interests except that in favor of Fleet Capital Corporation, with power of sale to the extent permitted by applicable law, after and during the occurrence of a Default, all of the Borrower's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof; (c) the right to sue for past or future infringements and dilutions thereof; and (d) all of such Borrower's rights corresponding thereto through the world (all of the foregoing registered trademark application, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of such Borrower's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether such Borrower is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Lender's rights under the Note (all of the foregoing being hereinafter referred to collectively as the "Licenses").

Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement that by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. The Borrowers will not, without the Lender's prior written consent, which consent shall not be unreasonably withheld or delayed, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each Borrower further agrees that it will not take any action, and will use its commercially reasonable best efforts not to permit any action to be taken by others subject to its control, including licensees, or

fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with those Trademarks, in each case, which are necessary or desirable in the operation of such Borrower's business.

4. New Trademarks. Each Borrower represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names (used within the last three years), service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by such Borrower. If, prior to the termination of this Agreement, any Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered marks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademarks, trademark application, trade name, service mark, service mark registration or service mark application, and in such Borrower's reasonable business judgment, a filing should be made with the Patent and Trademark Office, then in respect to such Property, the provisions of Section 2 shall automatically apply thereto and such Borrower shall give to the Lender prompt written notice thereof. Each Borrower hereby authorizes the Lender to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, service marks, service mark applications and license agreements in trademark applications, service marks service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (b) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. Each Borrower hereby agrees that the use by the Lender of the Trademarks and Licenses as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with such Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to such Borrower.

6. Nature and Continuation of The Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Note terminated. At such time the rights granted to the Lender hereunder shall also terminate.

7. Right to Inspect, Further Assignments and Security Interests. The Lender shall have the right, at any reasonable time and from time to time, to inspect each Borrower's premises and to examine each Borrower's books, records, and operations relating to the Trademarks, including, without limitations each Borrower's quality control processes, provided, that in conducting such inspections and examinations, the Lender shall use its best efforts not to disturb unnecessarily the conduct of any Borrower's ordinary business operations. From and during the occurrence of a Default, and subject to the terms of the Note, each Borrower agrees that the Lender or a conservator appointed by the Lender, shall have the right to establish such reasonable additional product quality controls as the Lender or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by any Borrower under the Trademarks. Each Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of the Lender, which consent will not be unreasonably withheld or delayed; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material adverse respect without the prior written consent of the Lender.

8. Duties of the Borrowers. Each Borrower shall have the duty, to the extent desirable in the normal conduct of such Borrower's business and consistent with such Borrower's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as such Borrower deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of such Borrower's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by such Borrower. No Borrower shall abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of such Borrower's business. Each Borrower agrees to retain an experienced trademark attorney reasonably acceptable to the Lender for the filing and prosecution of all such applications and other proceedings. Pepper Hamilton LLP is acceptable to the Lender. The Lender shall not have any of the foregoing duties with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but, may do so at its option during the continuance of a Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Borrowers and added to the Obligations secured hereby.

9. The Lender's Right to Sue. From and during the occurrence and during the continuance of a Default, and subject to the terms of the Note, the Lender shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if the Lender shall commence any such suit, each Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. Each Borrower shall,

upon demand, promptly reimburse and indemnify the Lender for all costs and reasonable expenses incurred by the Lender in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). The parties agree that each Borrower may participate, at its own cost, in any such proceedings. If, for any reason whatsoever, the Lender is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the applicable Obligations secured hereby.

10. Waivers. No course of dealing between any Borrower and the Lender, and no failure to exercise or delay in exercising on the part of the Lender any right, power or privilege hereunder or under a Note shall operate as a waiver of the Lender's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under a Note shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The Lender's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Note, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, each Borrower acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and the Lender shall have the right to exercise its rights under the Note with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and during the occurrence and during the continuance of a Default, the Lender or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of such Borrower's business.

12. Severability. The provisions of this 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 thereof, 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 Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of The Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby irrevocably appoints the Lender as such Borrower's attorney-in-fact, with full authority in the place and stead of such Borrower and in the name of such Borrower or otherwise exercisable during a Default, to carry out the acts described below. Subject to the terms of the Note, upon the occurrence

and during the continuance of a Default and the giving by the Lender of written notice to the Borrowers of the Lender's intention to enforce its rights and claims against the Borrowers, each Borrower hereby authorizes the Lender to, in its sole discretion (i) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Lender deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. The Lender shall not take any action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of such Borrower's business connected with the use of, and symbolized by, such Trademarks. Each Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done in accordance with the term of this Agreement. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Each Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Note, but rather is intended to facilitate the exercise of such rights and remedies. The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. Binding Effect; Benefits; Joint and Several Obligation. This Agreement shall be binding upon each Borrower and its successors and assigns, and shall inure to the benefit of the Lender and its nominees, successors and assigns. Each Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Borrower; provided, however, that no Borrower shall voluntarily assign its obligations hereunder without the prior written consent of the Lender. All of the obligations of the Borrowers hereunder shall be joint and several.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Ohio.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Note.

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.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement,

20. Right to Record Security Interest. The Lender shall have the right, but not the obligation, at the expense of the Borrowers, to record this Agreement in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by the Lender, and the Lender shall advise the Borrowers of such recordings. Upon satisfaction in full of the Obligations and termination of the Note, each Borrower shall have the right to effect recording of such satisfaction or termination at the expense of such Borrower in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by such Borrower.

The Lender and the Borrowers shall cooperate to effect all such recordings hereunder including satisfaction and termination thereof

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

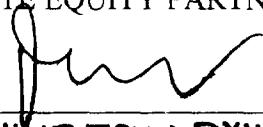
O-CEDAR BRANDS, INC.
an Ohio corporation

By: _____
Name:
Title:

O-CEDAR RECAP COMPANY, INC.
an Ohio corporation

By: _____
Name:
Title:

Accepted and agreed: ELECTRA GP (AMERICAS) LIMITED ACTING IN
ITS CAPACITY AS GENERAL PARTNER OF:
EF PRIVATE EQUITY PARTNERS (AMERICAS) L.P.

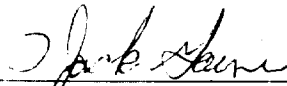
By: 
Name: PHILIP JOHN DYKE
Title: DIRECTOR OF ELECTRA GP (AMERICAS) LIMITED

20. Right to Record Security Interest. The Lender shall have the right, but not the obligation, at the expense of the Borrowers, to record this Agreement in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by the Lender, and the Lender shall advise the Borrowers of such recordings. Upon satisfaction in full of the Obligations and termination of the Note, each Borrower shall have the right to effect recording of such satisfaction or termination at the expense of such Borrower in the United States Trademark Office and with such other recording authorities deemed reasonable and proper by such Borrower.


The Lender and the Borrowers shall cooperate to effect all such recordings hereunder including satisfaction and termination thereof

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

O-CEDAR BRANDS, INC.
an Ohio corporation

By: 
Name: T Jack Garner
Title: President & CEO

O-CEDAR RECAP COMPANY, INC.
an Ohio corporation

By: 
Name: T Jack Garner
Title: President & CEO

Accepted and agreed:

EF PRIVATE EQUITY PARTNERS (AMERICAS) L.P.

By: _____
Name: _____
Title: _____

STATE OF OHIO

SS.

COUNTY OF CLARK

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 8th day of June, 2000, by T. Jack Gainer personally known to me to be the President/CEO of **O-Cedar Brands, Inc.**, an Ohio corporation, on behalf of such corporation.

Shelly A. Williams
Notary Public

My commission expires:

SHELLY A. WILLIAMS, Notary Public
In and for the State of Ohio
My Commission Expires July 1, 2001

STATE OF OHIO

SS.

COUNTY OF CLARK

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 8th day of June, 2000, by T. Jack Gainer personally known to me to be the President/CEO of **O-Cedar Recap Company, Inc.**, an Ohio corporation, on behalf of such corporation.

Shelly A. Williams
Notary Public

My commission expires:

SHELLY A. WILLIAMS, Notary Public
In and for the State of Ohio
My Commission Expires July 1, 2001

STATE OF OHIO

:

SS.

COUNTY OF CLARK

:

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this ____ day of June, 2000, by _____ personally known to me to be the _____ of **O-Cedar Brands, Inc.**, an Ohio corporation, on behalf of such corporation.

Notary Public

My commission expires:

STATE OF OHIO

:

SS.

COUNTY OF CLARK

:

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this ____ day of June, 2000, by _____ personally known to me to be the _____ of **O-Cedar Recap Company, Inc.**, an Ohio corporation, on behalf of such corporation.

Notary Public

My commission expires:

SCHEDULE A

O-CEDAR BRANDS, INC.
REGISTERED TRADEMARKS

| <u>MARKS</u> | <u>REGISTRATION NOS.</u> |
|-----------------------------|--------------------------|
| ANGLER | 910,870 |
| CEDARFLEX | 715,048 |
| CEDARLON | 771,875 |
| CLEAN FINISH | 2,166,566 |
| CLICK-N-CLEAN | 2,174,005 |
| COPPER LITE | 774,513 |
| DURASTRAW | 1,067,715 (Expired) |
| DUST GUARD | 1,392,415 |
| EASY MATIC | 1,391,622 |
| EASY REACH | 1,596,981 |
| EASY SWEEP | 1,453,230 |
| EASY-TWIST REFILL SYSTEM | 1,826,009 |
| EVERY-WHICH-WAY | 878,626 |
| FEATHER TIP | 1,855,790 |
| FLARE TIP | 923,517 |
| FLOOR KING | 1,508,181 |
| HIGH REACH | 1,500,076 |
| LIGHT & EASY | 1,400,366 |
| | 1,132,726 |
| | 844,995 |
| LIGHT & THIRSTY | 1,832,769 |
| | 1,404,095 |
| MAXI ANGLER | 1,333,300 |
| MAXI LOK | 1,334,345 |
| MAXI-MATIC | 1,371,344 |
| MAKES YOUR LIFE EVEN EASIER | 1,869,630 |
| | 1,849,325 |
| MAKES YOUR LIFE EASIER | |
| GUARANTEED | 1,648,541 |
| NATURAL | 1,439,206 |
| NATURAL WONDERS | 1,746,430 (Cancelled) |
| OCEANIC | 1,847,382 |
| O-CEDAR and Design Triangle | 656,811 |
| O-CEDAR | 656,812 |
| | 1,180,237 |
| O-CEDAR | 692,217 |
| O-CEDAR and Design Triangle | 678,428 |
| O-CEDAR and Design | 651,005 (Expired) |
| | 531,683 |

| | |
|--------------------------------|-----------|
| Design Only | 711,510 |
| | 709,801 |
| O-CEDAR 2000 | 1,860,414 |
| | 1,846,236 |
| O-CEDAR MAKES YOUR LIFE EASIER | 1,249,011 |
| O-RIGINALS | 1,841,361 |
| OUTSIDERS | 1,364,544 |
| POWER CORNER | 2,164,733 |
| POWER STRIP | 898,298 |
| POWER TIP | 1,650,192 |
| | 1,567,212 |
| ROLL-A-SPONGE | 1,404,088 |
| ROLL 'N SCRUB | 1,395,736 |
| SCRUB AWAY | 1,494,300 |
| SCRUBBEE | 628,497 |
| SCRUBBEE (Stylized) | 1,394,903 |
| SPONGE-O-MATIC | 1,398,566 |
| SWEEP-KING | 690,228 |
| TWIST 'N MOP | 2,124,717 |

O-CEDAR RECAP COMPANY, INC.
REGISTERED TRADEMARKS

none

SCHEDULE B
to Trademark and License Security Agreement

| <u>Name of License</u> | <u>Nature of License</u> | <u>Licensor</u> | <u>Term of License</u> |
|--|---------------------------------|--------------------------------|------------------------|
| Strombecker/Libby Lee | Sales of Toys with O-Cedar name | O-Cedar | Continuing |
| Worldwide Manufacturing & Supply Agreement | Lock mop | Worldwide Integrated Resources | Continuing |
| Grout Mop License | Group mop | Gary Borofsky | Continuing |

SCHEDULE C

O-CEDAR BRANDS, INC.
TRADEMARK APPLICATIONS

MARKS

APPLICATION NOS.

| | |
|-----------------------------|------------------------|
| POWERSCRUB | 75/635,585 |
| BRUSHMASTER | 75/489,008 |
| SHAPERITE SPONGE | 75/419,530 |
| THE CLEANING O-THORITY | 75/236,306 |
| THE CLEANING O-THORITY TEAM | 75,236,304 |
| WIDE PATH | 75/202,221 (Abandoned) |

O-CEDAR RECAP COMPANY, INC.
TRADEMARK APPLICATIONS

none