U.S. DEPARTMENT OF COMMERCE FORM PTO-1595 (Modified) 09-15-2000 (Rev. 6-93) Patent and Trademark Office OMB No. 0651-0011 (exp.4/94) P08/REV01 Tab settings → → → 101457040 tached original d 08-07-2000 the Honorable Commissioner of Patent U.S. Patent & TMOfc/TM Mail Rcpt Dt. #66 2. Name and address of receiving pa Name of conveying party(ies): Name: KeyBank National Association Sunshine Industries, Inc. 1111 East 200th Street Cleveland, Ohio 44117 Internal Address: Street Address: 127 Public Square Individual(s) Association General Partnership Limited Partnership City: Cleveland \_\_\_\_ State: Ohio ZIP: 44114-1306 X Corporation-State - Ohio Other Individual(s) citizenship ☐ Yes X No Association Additional names(s) of conveying party(ies) General Partnership Limited Partnership \_\_\_ Corporation-State \_\_\_ Other If assignee is not domiciled in the United States, a domestic 3. Nature of conveyance: Assignment Merger designation is (Designations must be a separate document from \_ Yes X Security Agreement Change of Name Additional name(s) & address(es) \_ No Other \_\_\_\_ Execution Date: August 6, 1999 Application number(s) or registration numbers(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 09/13/2000 AAHMED1 00000002 1841362 1841362 40.00 OP 01 FC:481 02 FC:482 625.00 OP Additional numbers X Yes Name and address of party to whom correspondence 6. Total number of applications and 5. concerning document should be mailed: registrations 26 involved:..... 7. Total fee (37 CFR 3.41):....\$ 665.00 Name: Robert J. Burns, Esq. KeyBank National Association X Enclosed Internal Address: 127 Public Square Authorized to be charged to deposit account Cleveland, Ohio 44114-1306 8. Deposit account number: Street Address: Mailcode: OH-01-27-0200 127 Public Square 02-2051 44114 City: Cleveland State: OH ZIP: (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 9. 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. Susan E. Clady

Name of Person Signing

Total number of pages including cover sheet, attachments, and

TRADEMARK REGISTRATION NUMBERS	
1804529	
1855791	
1971304	
1841363	
1853106	
1845648	
1864298	
2092875	
1884309	
2088290	
2059655	
1973927	
2170011	
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2101943	
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1997460	
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1998661	

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# COLLATERAL ASSIGNMENT IS NOT RECORDABLE WITHOUT THIS COVER PAGE

# COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

Name and	Address o	of Party	conveying	the interest	(Assignor):

SUNSHINE INDUSTRIES, INC., an Ohio corporation 1111 East 200<sup>th</sup> Street Cleveland, Ohio 44117

Name and address of Party receiving the interest (Assignee):

**KEYBANK NATIONAL ASSOCIATION,** a national banking association 127 Public Square Cleveland, Ohio 44114-1306

Description of interest conveyed or transaction to be recorded:

Collateral Assignment of Security Interest in Trademarks between Sunshine Industries, Inc., as Assignor, and KeyBank National Association, as Assignee, dated August 6, 1999.

Trademark Registration Nos.:	
See Attachment and	
Recordation Sheets	

Name and address of party to whom correspondence should be mailed:

Robert J. Burns, Esq. KeyBank National Association Mailcode: OH-01-27-0200 127 Public Square Cleveland, Ohio 44114-1306

Number of trademarks and total fee: 26 registrations; Total Fee: \$\_665.00

Date document was executed: August 6, 1999

Assignee is domiciled in the United States.

To the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

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COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

COLLATERAL ASSIGNMENT OF SECURITY INTEREST THIS

TRADEMARKS (this "Collateral Assignment") is made by Sunshine Industries, Inc., an Ohio

corporation ("Assignor") whose address is 1111 East 200th Street, Cleveland, Ohio 44117 and

KEYBANK NATIONAL ASSOCIATION, a national banking association ("Assignee"), whose

principal address is 127 Public Square, Cleveland, Ohio 44114.

RECITALS

Assignor is the owner of certain trademarks, registered trademarks (reference A.

herein to registered is without regard to the jurisdiction of registration, e.g., federal, state or other

jurisdiction), and applications for trademark registration and associated goodwill listed on

Exhibit A attached hereto and made a part hereof; Assignor may in the future become the owner

of other trademark, registered trademark and/or applications for trademark registration and

associated goodwill, each and every one of which is to be added to and included in Exhibit A

upon the existence of such a trademark, registered trademark and application for trademark

registration; all of the foregoing includes, without limitation, all proceeds thereof, and all

existing and future trademarks, registered trademarks, and applications for trademark registration

and associated goodwill, and proceeds are collectively referred to in this Collateral Assignment

as the "Trademarks."

Assignor and Assignee have entered into that certain Loan Agreement dated July В.

28, 1995 (said Loan Agreement as it may be from time to time amended, restated or otherwise

modified being herein called the "Loan Agreement"), which Loan Agreement was amended by a

First Amendment to Loan Agreement dated September 16, 1996, a Second Amendment to Loan

Agreement dated July 31, 1997, and a Workout Agreement and Third Amendment to Loan

Agreement dated on even date herewith by and between Assignor and Assignee, among others

(said Workout Agreement as it may be from time to time amended, restated or otherwise

modified being herein called the "Workout Agreement"; the Workout Agreement and the Loan

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Agreement together herein referred to as the "Agreements"), pursuant to which, upon satisfaction

by the Assignor of the terms and conditions contained therein, Assignee will grant the Assignor a

Forbearance Period (as defined in the Workout Agreement) and make certain other modifications

to Assignor's existing revolving line of credit.

C. Pursuant to the Agreements, Assignor has agreed to grant Assignee a security

interest in all of its right, title and interest in and to the Trademarks as collateral security for the

liabilities of the Assignor to the Assignee under the Agreements (the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable

consideration, the parties hereto agree as follows:

1. Assignor hereby assigns, pledges and grants to Assignee, as security for the

Obligations, a security interest in, to and under the Trademarks.

2. Assignor hereby warrants that: (a) the Trademarks are subsisting and have not

been judged invalid or unenforceable in whole or in part; (b) to the best of Assignor's

knowledge, each of the Trademarks is valid and enforceable; (c) Assignor is the sole and

exclusive owner of the entire unencumbered right, title and interest in and to each of the

Trademarks now existing and subsequently included in the definition of "Trademarks" as defined

in Recital A above, free and clear of any liens, charges and encumbrances except those in favor

of Assignee; and (d) Assignor is authorized to enter into this Collateral Assignment and perform

its terms and has and will enter into written agreements with each of its present and future

employees, agents and consultants which will enable it to comply with the covenants contained

herein.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of

the United States of America and the empowered officials of all other governments to note in the

record the existence of the security interest granted hereunder with respect to each of the

Trademarks.

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- 4. Assignor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Collateral Assignment, without Assignee's prior written consent.
- 5. Assignor agrees that it shall not license, transfer, convey or encumber any interest in or to the Trademarks without the prior express written consent of Assignee, which would not be withheld except in the exercise of Assignee's reasonable credit judgment.
- 6. Assignor authorizes Assignee to modify Exhibit A to include any future Trademarks of the Assignor. Assignor shall promptly notify Assignee of any new Trademarks in order to facilitate Assignee's rights under this Paragraph 6.
- 7. Assignor shall, at its sole expense, prosecute diligently any application for trademark registration pending as of the date of this Collateral Assignment or made hereafter until the Obligations shall have been paid in full, make applications on unregistered but registrable trademark and preserved and maintain all rights in and to the Trademarks. Such prosecution shall be conducted and applications shall be filed upon the reasonable business Assignor shall not abandon, drop, forfeit, fail to pay an annuity, judgment of Assignor. maintenance fee or the like, fail to renew or to file evidence of use, or otherwise relinquish or compromise any present or future trademark application for trademark registration or registered trademark now issued or issued in the future, which application for trademark registration or registered trademark is included in Trademarks, without first giving written notice to Assignee and obtaining the express written consent of Assignee which would not be withheld except in the exercise of Assignee's reasonable credit judgment. It shall be an event of default under this Collateral Assignment (hereinafter, "Default") if Assignor fails, neglects or refuses to file, prosecute, defend, issue, renew, provide and file evidence of use or maintain the Trademarks where such failure, neglect or refusal would have a material adverse affect on the business or financial condition Assignor.

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- 8. Upon the acceleration by the Assignee of the Obligations under the Agreements upon the occurrence of an Event of Default as defined in the Agreements, the Assignee shall have, in addition to all other rights and remedies given to it by this Collateral Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Ohio, and Assignee may upon ten (10) days prior notice to Assignor, without demand of performance to Assignor, which is expressly waived, sell at public auction or private sale or otherwise realize upon any of the Trademarks, or other interest which the Assignor may have therein and after deducting from the proceeds of sale or other disposition of the Trademarks, any expenses, shall apply the balance of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor.
- 9. Upon the acceleration of the Obligations under the Agreements upon the occurrence of an Event of Default as defined in the Agreements, in order to effectuate the rights and remedies of the Assignee hereunder, the Assignor hereby irrevocably appoints the Assignee attorney-in-fact for the Assignor in the name of the Assignor or Assignee, with full power of substitution, to sign, execute and deliver any and all instruments and documents and do all acts and things to the same extent as the Assignor could do, if the Assignor were not restricted by this Collateral Assignment, to sell, assign, and transfer any or all of the Assignor's right, title and interest in the Trademarks. After deducting from the proceeds of sale, assignment or transfer or other disposition of the Trademarks, any expenses, the balance of such proceeds shall be applied toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Also, upon the acceleration of the Obligations under the Agreements upon the occurrence of an Event of Default as defined in the Agreements or a Default hereunder, then Assignor hereby appoints and designates Assignee its sole attorney to take any such action as Assignee reasonably deems necessary under the circumstances. including, without limitation, the employment of counsel, and Assignor shall pay all fees and expenses, including reasonable attorneys' fees incurred by Assignee in connection with such action.

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10. Assignor shall have the right to bring suit in its own name to enforce the Trademarks and any licenses. Assignor shall promptly, upon demand, reimburse and indemnify

Assignee for all damages, costs and expenses, including reasonable attorneys' fees, incurred by

Assignee in connection with any suit brought by Assignor or suit against Assignor for

declaratory judgment of invalidity of noninfringement of one or more of the Trademarks.

11. Assignor shall promptly notify Assignee, in writing, of any suit, action or

proceeding brought against Assignor relating to, concerned with, or affecting the Trademarks or

infringement of another's trademark, and shall, on request, promptly deliver to Assignee a copy

of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action

or proceeding.

12. Assignor shall promptly notify Assignee, in writing, of any suit, action or

proceeding brought by Assignor or, for declaratory judgment against Assignor relating to.

concerned with, or affecting infringement of validity of Trademarks, and shall, on request,

promptly delivery to Assignee a copy of all pleadings, papers, orders or decrees theretofore and

thereafter filed in any such suit, action or proceeding.

13. If requested by Assignee, Assignor shall provide Assignee, not more than once

per calendar year, a complete status report of all Trademarks. Such report shall be in writing

and shall be furnished to Assignor within one month of Assignor receiving from Assignee a

written request for such report. Upon request by Assignee, Assignor shall deliver to counsel for

Assignee copies of any such Trademarks and other documents concerned with or relating to the

prosecution, protection maintenance, enforcement and issuance of the Trademarks.

14. Assignor agrees upon the reasonable request by Assignee during the term of this

Collateral Assignment to execute, acknowledge and deliver all additional instruments and

documents necessary or desirable to effect the purpose of this Collateral Assignment, in a form

acceptable to counsel for Assignee. Assignor shall execute and deliver further assignments,

amendments or addenda to this Agreement and Exhibit A annexed hereto each time a new

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Trademark arises. Assignor shall promptly arrange for, and pay all costs in connection with, the filing and recording of this Collateral Assignment or any other document referred to in this paragraph as well as revised versions of Exhibit A and any other paper necessary to complete the recording requirements of any appropriate recording statute or any Rule of Practice of the U.S. Patent and Trademark Office, in the U.S. Patent and Trademark Office insofar as each and every U.S. application for trademark registration and U.S. and state registered trademark, which is included in Trademarks, is concerned. As to each foreign application for trademark registration and foreign trademark registration included in Trademarks, Assignor and Assignee agree to consult with each other concerning the recording of this Collateral Assignment or any other appropriate document in the jurisdiction in which said Trademark has been filed; provided, however, that such recording shall only be required (i) if recording of such assignment or other appropriate document is possible to secure the rights of Assignee in such Trademark without significantly diminishing the value of such Trademark and (ii) the Trademark is responsible for a significant part of the then current cash flow received by Assignor or of the then projected cash flow of Assignor. For purposes of this Collateral Assignment, a significant part of the then current cash flow shall mean ten percent (10%) of gross sales of the Assignor. The Assignor shall promptly arrange for, and pay all costs in connection with, the filing and recording of this Collateral Assignment or any other appropriate document referred to in this paragraph, in the jurisdiction in which such Trademark has been filed, and, to the extent necessary, shall provide a certified translation thereof. Assignee may record, at its own expense, such assignment or other appropriate document in any jurisdiction if recording of such assignment or other appropriate document is possible to secure the rights of Assignee in such Trademark without significantly diminishing the value of such Trademark and without charge to Assignee, Assignor will cooperate with Assignee to effect such recording.

15. If any clause or provision of this Collateral Assignment shall be held invalid in whole or in part, then, in such event the invalidity of unenforceability shall affect only such clause or provision or part thereof, and shall not in any way affect any other clause or provision of this Collateral Assignment.

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- 16. This Collateral Assignment is subject to modification only by a writing signed by the parties hereto. Neither this Collateral Assignment nor the Assignor's rights and obligations under this Collateral Assignment may not be assigned by Assignor. This Collateral Assignment and/or the Assignee's rights and obligations under this Collateral Assignment may be assigned by Assignee only in connection without the assignment of its rights under the Agreements.
- 17. This Collateral Assignment is binding upon and inures to the benefit of the Assignee and any holder of the Obligations and is binding upon the Assignor.
- 18. This Agreement shall be interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Assignment as of August 6, 1999.

SUNSHINE INDUSTRIES, INC.

Sheldon Leventhal, President

KEYBANK NATIONAL ASSOCIATION

y: Comun

Arthur F Cutler Vice President

STATE OF OHIO	)	
	) SS	
COUNTY OF CUYAHO	OGA)	
The foregoing in	istrument was ac	cknowledged before me this 6th day of August, 1999,
		E Industries, Inc., an Ohio corporation, on behalf of the
corporation.		Notary Public
STATE OF OHIO	) ) SS	ALANA S. MITTERLING Notary Public, State of Ohio, Cuy. Cty. My Commission Expires Sept. 27, 2000

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 1999, by Arthur E. Cutler, Vice President of KeyBank National Association, a national banking association, on behalf of the banking association.

Motary Public

ALANA S. MITTERLING Notary Public, State of Ohio, Cuy. Cty. My Commission Expires Sept. 27, 2000

COUNTY OF CUYAHOGA )

# EXHIBIT A

# **TRADEMARKS**

[see attached]

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TRADEMARK

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# LISTING OF TRADEMARKS FOR SUNSHINE INDUSTRIES

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COU = Country Trademark is Registered In
DATE #1 (for Issued Trademarks) = Registration Date
DATE #2 (for Issued Trademarks) = Expiration Date

ST = Status P = Pending I = Issued

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LISTING OF TRADEMARKS FOR SUNSHINE INDUSTRIES-CONTINUED

Page 3

FILE NO.	TITLE	ST	100 100	SER. NO.	FILING DAT	REG. NO.	DATE #1	DATE #2
3-681	HEDDA FEATHERS (CL 21)	н	sn	74/670272	05-05-1995	1971304	04-30-1996	04-30-2006
2-952ITU	DUSTIN (CL 21)	H	S	74/348079	01-13-1993	1841363	06-21-1994	06-21-2004
12-9851TU	CLEANING WITH CHARACTER (CL 21)	н	su	74/357109	02-09-1993	1853106	09-06-1994	09-06-2004
() Fin ()	PLEASURE PUFF (CL 21)	н	US	74/425177	08-16-1993	1845648	07-19-1994	07-19-2004
3-023ITU	WOOLINDA	H	Sn	74/366945	03-11-1993	1864298	11-22-1994	11-22-2004
4-129	KITCHEN KOUSINS (CL 21)	н	Sn	75/114328	06-03-1996	2092875	09-02-1997	09-02-2007
2-643ITU	RUB-A-TUB (CL 21)	H	Sn	74/405631	06-25-1993	1884309	03-14-1995	03-14-2005
3-940ITU	XTEND-A-SAURUS (CL 21)	н	SD	75/039319	12-26-1995	2088290	08-12-1997	08-12-2007
3-495ETC	KANGO	н	Sn	74/559497	08-11-1994	2059655	05-06-1997	05-06-2007
3-13-9914C	MIGHTY TOUGH (CL 21)	H	S	74/425794	08-16-1993	1973927	05-14-1996	05-14-2006
4-022ITU	CLEANIN' BUDDY (CL 21)	H	SD	75/072472	03-14-1996	2170011	06-30-1998	06-30-2008
13-680HTC	HEDDA FEATHERS PACKAGE DESIGN	Ι	S	74/670253	05-05-1995	1964216	03-26-1996	03-26-2006
0: 4: 0:	DUST RUNNER PACKAGE DESIGN	FI	នប	74/670251	05-05-1995	1964215	03-26-1996	03-26-2006
B-825HTC	MIGHTY TOUGH & DESIGN (CL 21)	ÞΝ	SD	74/710503	08-03-1995	2101943	09-30-1997	09-30-2007
CPr + A NO	KANGO & DESIGN (CL 22)	H	SD	74/604564	11-30-1994	2016832	11-19-1996	11-19-2006
Un No No	CADDY CRITTERS (CL 21)	н	SD	74/560710	08-12-1994	1919807	09-19-1995	09-19-2005
4-288ITU	STEPPIN' CLEAN & DESIGN (CL 21)	н	SD	75/260658	03-20-1997	2217774	01-12-1999	01-12-2009
	PROFESSOR FLUFF'N DUST (CL 21)	н	SD	74/559469	08-11-1994	1997460	08-27-1996	08-27-2006
4-124	BIG JON (CL 21)	н	US	75/112875	06-03-1996	2047918	03-25-1997	03-25-2007
3-676ITU	SHOE BUDDIES PACKAGE (MISC DES)	H	Sn	74/670254	05-05-1995	1969885	04-23-1996	04-23-2006
3-516170	SHOE BUDDIES (CL 21)	H	S	74/559701	08-11-1994	1997461	08-27-1996	08-27-2006
3-518ITU	DECO CADDIES (CL 21)	н	Sn	74/559703	08-11-1994	1997462	08-27-1996	08-27-2006
3-517ITU	DUST RUNNER (CL 21)	н	sn	74/559704	08-11-1994	1998661	09-03-1996	09-03-2006
15-213 EMI	DIRT BE GOVE	•	His Control	75/702455	05-11-1999-		-64-19-19-10-	05-24-1999
3-166ITU	DUBE DIENSURE (CL 21)	þ	SIT	75/466168	04-10-1998		05-26-1993	<del>04 23 199</del> 8
4-607ITU	TUBSTER (CL 21)	Ð	iis	75/401360	12_08_1997		12-18-1997	03 09 1998

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		D US 75/11/17/8	14-638ITU WEON BOIGHTS (CL 21)
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12-29-1997 08-31-1998	87-89-1998	- P - 86 - 75/516116	14-637ITU - DIRT BE CONE (CL 21)
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LISTING OF TRADEMARKS FOR SUNSHINE INDUSTRIES-CONTINUED

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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of Sunshine Industries, Inc

Docket No. : 25157-1

Trademark Reg. No's. : 1841362 1804529 1855791 1971304

1864298 1841363 1853106 1845648 2092875 1884309 2088290 2059655 1973927 2170011 1964216 1964215 2101943 2016832 1919807 2217774 1997461 1997460 2047918 1969885

1997462 1998661

## **CERTIFICATE OF MAILING UNDER 37 C.F.R. 1.8\***

I hereby certify that this "Collateral Assignment of Security Interest in Trademarks and Recordation Form Cover Sheet" is being deposited with the United States Postal Service with sufficient postage as "FIRST CLASS MAIL" in an envelope addressed to the Assistant Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513.

August 4	, 2000	
(Date)		

Betty Sabetto

(type or print name of person mailing paper)

Dety Salveta Signature

## **Documents Enclosed:**

- 1. Certificate of Mailing
- 2. Recordation Form Cover Sheet
- 3. List of Trademark Registration Numbers
- 4. Collateral Assignment
- 5. Check for \$665.00

TRADEMARK REEL: 002136 FRAME: 0451

**RECORDED: 08/07/2000**