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FEDERAL DEPARTMENT

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FORM PTO-1594 (Rev. 6-95)

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03-15-2001

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OWB No. P51-0011 (exp. 4/94) 12-8-00 Tab Settings 0000



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To the Honorable Commissioner of Patents

Original documents or copy thereof.

1. Name of conveying party(ies):

AFA Products, Inc

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/16/2000

2. Name and address of receiving party(ies)

Name: The CIT Group / Business
 Informal Address: Credit, Inc
 Street Address: 1211 Avenue of the Americas
 City: NY State: NY ZIP: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

National Corporate Research NY
 UCC Filing Department
 225 West 34th Street
 New York, NY 10122

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41).....\$

- Enclosed
- Authorized to be charged to deposit account

B. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01/01/2001 GTON11 00000140 2063559

01 F:481 40.00 OP
02 F:482 275.00 OP

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.

LYN SHICKER
Name of Person Signing

[Signature]
Signature

10/20/00
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Copyright Clearance Center, Patent and Trademark, Box 998, Boston, MA 02111-0998

Schedule A

AFA Products Inc.

U.S. TrademarksRegistered Trademarks

MARK	REG. NO.	REG. DATE
ECOSPAYER	2,063,559	5/20/97
AFA and Design	1,683,819	4/21/92
AFA	1,682,985	4/14/92
AFA	1,644,982	5/21/91
Miscellaneous Design	1,666,455	12/3/91
Miscellaneous Design	1,670,981	1/7/92
Miscellaneous Design	1,670,980	1/7/92
AFA and Design	1,623,325	11/20/90
Miscellaneous Design	1,640,249	4/9/91
Miscellaneous Design	1,637,413	3/12/91
Miscellaneous Design	1,634,662	2/12/91
FOGMASTER TRI-JET	1,410,213	9/23/86

Schedule A

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NOTICE OF ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, AFA PRODUCTS, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of October 16, 2000 (the "Security Agreement") in favor of The CIT Group/Business Credit, Inc. (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and restrictions 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 Obligations (as defined in the Security Agreement);

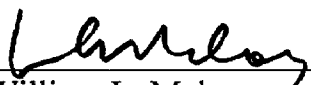
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Notwithstanding anything in this Agreement to the contrary, Assignee acknowledges and agrees that, unless and until an Event of Default has occurred and is continuing, this Agreement shall constitute a collateral assignment, and not an absolute assignment, of Assignor's right, title and interest in the Trademark Collateral.


IN WITNESS WHEREOF, the Assignor has caused this Notice of Assignment for Security to be duly executed by its officer thereunto duly authorized as of October 16, 2000.

AFA PRODUCTS, INC.

By: 
Name: William L. Maloney
Title: Senior Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 16th day of October 2000, before me personally came William L. Maloney, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Senior Vice President of AFA Products, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of AFA Products, Inc., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public

TONYA L. CANTLO
Notary Public, State of New York
No. 01CA5077897
Qualified in Queens County
Commission Expires May 12, 2001