

03-13-2001



101633547

**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**
Effective Date
Month Day Year
- ☐ **Merger**
- ☐ **Change of Name**
- ☒ **Other**

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

☐ 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**

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: 002248 FRAME: 0716

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1894759"/>	<input type="text" value="0742534"/>	<input type="text" value="1897282"/>
<input type="text" value="1894755"/>	<input type="text" value="2160500"/>	<input type="text" value="1231602"/>
<input type="text" value="2254701"/>	<input type="text" value="1438326"/>	<input type="text" value="0580021"/>

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.

John C. Linderman

Name of Person Signing

Signature

Date Signed

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/AKATA

Composed of

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Mark if additional numbers attached

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Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1047455	0563838	2172710
1004413	0628491	1958831
0728392	0855781	2289121
1613464	0862125	1808727
1625221	1956438	1506742
0561771	1611801	2209031
0563837	1587378	2161912

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLYU.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

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☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75788056

0646267

75348130

0745623

75354514

0761098

RELEASE OF ALL SECURITY INTERESTS GRANTED BY TRADEMARK COLLATERAL
ASSIGNMENT OF DECEMBER 23, 1996 AND/OR BY LOAN AGREEMENT
INCORPORATED BY REFERENCE THEREIN

THIS RELEASE, RELEASING ALL SECURITY INTEREST GRANTED BY
TRADEMARK COLLATERAL ASSIGNMENT OF DECEMBER 23, 1996 ("Trademark
Collateral Assignment") AND THE LOAN AGREEMENT REFERENCED THEREIN ("Loan
Agreement"), is made as of this 27 day of October, 2000 by SIMONIZ USA,
Inc., (Formerly known as Syndet Products, Inc.) a Connecticut Corporation having a principal
place of business at 201 Boston Turnpike, Bolton, CT 06043 and Citizens Bank of Connecticut
("CITIZENS"), a Connecticut Corporation having a principal place of business at 63 Eugene
O'Neill Drive, New London, CT 06320.

W I T N E S S E T H:

WHEREAS, CITIZENS and Syndet Products, Inc., ("Syndet") entered into the Loan
Agreement whereby CITIZENS loaned a specific sum to Syndet; and

WHEREAS, Syndet and CITIZENS also entered into the Trademark Collateral
Assignment, which incorporated by reference the Loan Agreement, a copy of the Trademark
Collateral Assignment being attached as Appendix I hereto;

NOW THEREFORE, in consideration of SIMONIZ USA, Inc. having fully discharged
any and all its duties or obligations under the aforementioned Loan Agreement and Trademark
Collateral Assignment, including having fully paid or otherwise discharged the debt secured by
the Loan Agreement and the Trademark Collateral Assignment, and for other good and valuable
consideration, the sufficiency of the consideration being hereby acknowledged by CITIZENS,
SIMONIZ USA, Inc. and CITIZENS hereby agree as follows:


1. Said Loan Agreement and Trademark Collateral Assignment shall be and
are fully and forever satisfied and discharged.

2. Any and all security interests granted by the Trademark Collateral Assignment and the Loan Agreement, including without limitation the security interests granted by paragraphs 1, 3 and 5 of the Trademark Collateral Assignment, and any and all interest in trademarks, including the trademarks listed in Schedule A of the Trademark Collateral Assignment, or in other property, including goodwill, granted by Trademark Collateral Assignment and/or the Loan Agreement, are hereby released, and CITIZENS or its successors in interest shall no longer hold any security or other interest associated with the Trademark Collateral Assignment and/or the Loan Agreement to any right, title or interest, including goodwill, of SIMONIZ USA, Inc. or its predecessors in interest or to any of its property now or previously owned or hereafter acquired.

3. To any extent that the Trademark Collateral Assignment is not terminated by any other agreement between SIMONIZ USA, Inc. and CITIZENS, or their respective predecessors in interest, the Trademark Collateral Assignment is hereby terminated in accordance with paragraph 10 of the Trademark Collateral Assignment and all rights, and duties or other obligations of SIMONIZ USA, Inc. under the Trademark Collateral Assignment or the Loan Agreement are hereby terminated.

4. CITIZENS warrants that it has the unqualified right to enter into this Release and to release SIMONIZ USA, Inc. in accordance with the terms herein.

Citizens Bank of Connecticut

By: 

Title: Vice President

Date: 10/27/00

Simoniz USA, Inc.

By: 

Title: President

Date: Oct 27, 2000

TRADEMARK COLLATERAL ASSIGNMENT

This **TRADEMARK COLLATERAL ASSIGNMENT** is made as of the 23rd day of December, 1996, between **SYNDET PRODUCTS, INC.**, a Connecticut corporation with its principal place of business and executive offices located at 201 Boston Turnpike, Bolton, Connecticut 06043 (hereinafter referred to as "**Assignor**") and **CITIZENS BANK OF CONNECTICUT**, a Connecticut chartered savings bank with a place of business at 63 Eugene O'Neill Drive, New London, Connecticut 06320 (the "**Secured Party**").

BACKGROUND

Assignor has this day, together with certain affiliates of Assignor, entered into a Loan and Security Agreement with Secured Party (as amended from time to time, hereinafter called the "**Loan Agreement**") pursuant to which Assignor has granted a security interest in favor of Secured Party in all of Assignor's now owned or hereinafter acquired personal property. In order to induce Secured Party to enter into the Loan Agreement, to effectuate further the provisions thereof and to induce the Secured Party to make the Loans (as defined in the Loan Agreement), Assignor has agreed to grant to Secured Party a lien on, and security interest in, certain trademark and patent rights of Assignor and the goodwill appurtenant thereto. This Agreement is being executed contemporaneously with the Loan Agreement under which the Secured Party is granted a lien on and security interest in, among other things, machinery, equipment formulations, manufacturing procedures, quality control procedures and product specifications of Assignor ("**Other Assets**") relating to products sold under the Trademarks (as defined below), whereby Secured Party shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Loan Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Secured Party, a security interest in, and a lien upon, all of Assignor's right, title and interest in and to the trademark applications and trademarks listed on Schedule A hereto (as the same may be amended from time to time), and the good will appurtenant thereto, including, without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, all divisions and extensions thereof, and all rights corresponding thereto throughout the world (collectively called the "**Trademarks**"), and all proceeds of the foregoing.

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged 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) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Assignor not to sue third persons, except as otherwise expressly permitted pursuant to the Loan Agreement or as stated in Purchase and Sale Agreement dated May 10, 1996 between Assignor and First Brands Corporation, as the same may be amended;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered 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 herein contained;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks;

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks;

(h) This Agreement has been duly executed and delivered to Secured Party by Assignor and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; and

(i) The execution, delivery and/or performance by Assignor of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its Certificate of Incorporation or By-Laws, or contained in any agreement, instrument or document to which it is now a party or by which it is bound, and no consent, approval, license or authorization of any governmental bureau or agency or of any other person is required to be obtained in connection therewith.

3. If, before the Obligations shall have been satisfied in full, Assignor shall become entitled to the benefit of any trademark application or trademark for any division, renewal or extension of any Trademarks, the same shall automatically be deemed subject to this Assignment and included within the term "**Trademarks**", and Assignor shall give to Secured Party prompt notice thereof in writing.

4. Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under Paragraph 1 or Paragraph 3 hereof.

5. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Trademarks provided in Paragraph 1, Assignor grants, assigns, transfer, conveys and sets over to Secured Party Assignor's entire right, title and interest in and to the Trademarks and the goodwill appurtenant thereto; provided that such grant, assignment, transfer and conveyance

shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), and (ii) either (A) upon the written demand of Secured Party at any time during such continuance, or (B) immediately and automatically (without notice or action of any kind by Secured Party) upon an Event of Default for which acceleration of the Obligations is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Other Assets pursuant to the Loan Agreement and applicable law (including the transfer or other disposition of the Other Assets by Assignor to Secured Party or its nominee in lieu of foreclosure).

6. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the Loan Agreement, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Connecticut, and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth below), or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Connecticut or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which the Assignor may have therein. After deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), the Secured Party shall apply the residue of such proceeds toward the payment of the Obligations, and, after payment in full of the Obligations shall pay over to the Assignor any remainder of the proceeds, subject to such other applications of the proceeds as may be required by other agreements to which Secured Party and Assignor are parties or by which they are bound. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released. In the absence of an Event of Default, Secured Party shall not pledge, bargain, convey, license or otherwise dispose of any right, title or interest in the Trademarks until all Obligations have been satisfied and the security interest and lien granted hereby have been extinguished as provided in paragraph 7 below.

7. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Assignor releases and other instruments as may be necessary or proper to extinguish the obligations of this Agreement and liens on the Trademarks.

8. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or encumbrances, or in otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Secured Party and until so paid

shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate prescribed in the Loan Agreement.

9. Assignor shall have the duty to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to preserve and maintain all rights in the trademarks, the registration of the Trademarks and any trademark applications of the Trademarks; provided, however, so long as there does not exist an Event of Default, Assignor may permit to lapse or expire those Trademarks which, but for this Agreement, Assignor would, in its reasonable and ordinary business judgment, permit to lapse or expire. Assignor shall not abandon any right to file a trademark application, or any pending trademark application, without the consent of the Secured Party, provided, however, so long as there does not exist an Event of Default, Assignor may abandon any such right or pending trademark application in its reasonable and ordinary business judgment. Any expenses incurred in connection with the foregoing shall be borne by Assignor.

10. If any Event of Default shall have occurred and be continuing, Secured Party shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Assignor shall at the request of Secured Party do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Paragraph 10.

11. No course of dealing between Assignor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, this Agreement is executed in furtherance of, and supplementary to, the provisions of the Loan Agreement, the terms and conditions of which are incorporated hereby as if set forth in full herein. In the event any provision of the Loan Agreement conflicts with any provision of this Agreement, the provisions of the Loan Agreement shall prevail and this Agreement shall be deemed to have been modified to the extent necessary to conform to the provisions of the Loan Agreement.

13. 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.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 4.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Connecticut.

17. All notices and other communications required or desired to be served, given or directed hereunder shall be given or delivered as more particularly provided for in Section 15.10 of the Loan Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date set forth above.

SYNDET PRODUCTS, INC.

By William M. Gorra
Name: William M. Gorra
Title: President

James P. Juliano
James P. Juliano

CITIZENS BANK OF CONNECTICUT

By Michael C. Morrison
Michael C. Morrison
Regional Vice President

Patricia D. Donnelly
PATRICIA D. DONNELLY

Natalie M. Wukky
Natalie M. Wukky

STATE OF CONNECTICUT)
) ss. Hartford
COUNTY OF HARTFORD)

December 24, 1996

Personally appeared William M. Gorra, President of **SYNDET PRODUCTS, INC.**, a Connecticut corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President and the free act and deed of said corporation, before me.

Charlotte Varner
Charlotte Varner
Commissioner of the Superior Court
/Notary Public
My Commission Expires: 8/31/01

[SEAL]

STATE OF CONNECTICUT)
) ss. Hartford
COUNTY OF HARTFORD)

December 26 1996

Personally appeared Michael C. Morrison, Regional Vice President of Citizens Bank of Connecticut, a Connecticut chartered savings bank, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Regional Vice President and the free act and deed of said savings bank, before me.

Natalie M. Pugh
Natalie M. Pugh
~~Commissioner of the Superior Court~~
/Notary Public
My Commission Expires: 2-28-2001

[SEAL]

U.S. Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
AQUA-LOCK	1,894,759
DETAILER'S CHOICE	1,894,755
MASTER MAX	742,534
MOTORISTS WISE SIMONIZ	580,021
MOTORISTS WISE USE SIMONIZ	684,594
PRISM	1,047,454
ROYALE	1,004,413
SIMOLITE	728,392
SIMONIZ	1,613,464
SIMONIZ	1,625,221
SIMONIZ	561,771
SIMONIZ	563,837
SIMONIZ	563,838
SIMONIZ	628,491
SIMONIZ	678,430
SIMONIZ	855,781
SIMONIZ	862,125
SIMONIZ & DESIGN (GRAD BARS)	1,611,801
SIMONIZ & DESIGN (SOLID BARS)	1,587,378

U.S. Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
SIMONIZ BAR/SUN DESIGN(DESIGN ONLY)	1,956,438
SIMONIZ GUARANTEE DESIGN	1,958,831
SUPER BLUE	1,808,727
SUPERPOLY	1,506,742
VISTA	646,267
VISTA	745,623
WINTER WAX	761,098
"ZIG ZAG" DESIGN	1,757,907

U.S. Pending Trademark Applications

<u>TRADEMARK</u>	<u>APPLICATION NO./ FILING DATE</u>
SIMONIZ & DESIGN(SOLID BARS)	November 26, 1996
SIMONIZ PROFESSIONAL DETAILING & DESIGN	December 3, 1996

Canadian Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
NEW LOOK	288,803
PRISM	220,016
SUPERPOLY	372,888

Australian Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
PRISM	A 587,562

Chinese Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
SIMONIZ	701,430

Mexican Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
SIMONIZ	337,067
SIMONIZ	69,868
VISTA	111,660

Puerto Rican Trademarks

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
SIMONIZ	8280
SIMONIZ	8279
SIMONIZ	9424
VISTA(Label)	14,361

Puerto Rican Pending Applications

<u>TRADEMARK</u>	<u>APPLICATION NO./ FILING DATE</u>
VISTA	36,736