

03-13-2001



101633549

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
Effective Date
Month Day Year
- 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)

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

03/12/2001 DBYRNE 00000206 1894755

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 875.00 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: 002248 FRAME: 0737

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)

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

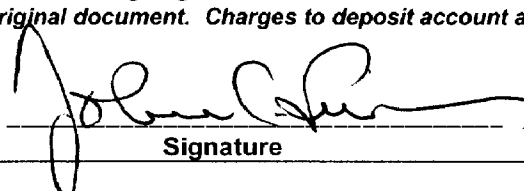
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Statement and Signature

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

 Feb 27, 2001

Signature

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

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

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Other

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Enter Additional Receiving Party

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Corporation Association

Other

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Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1613464"/>	<input type="text" value="0862125"/>	<input type="text" value="1808727"/>
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Trademark Application Number(s)

Registration Number(s)

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FORM OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT
AND
CONSENT AND CONFIRMATION OF SUBORDINATION

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND CONSENT AND CONFIRMATION OF SUBORDINATION, dated as of October 26, 2000, is made by Simoniz USA, Inc., a Connecticut corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GECC"), and is consented to and subordination thereto is confirmed by THE STATE OF CONNECTICUT, acting by and through its DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT (formerly known as the Department of Economic Development; hereinafter "DECD"), FIRST NEW ENGLAND CAPITAL LIMITED PARTNERSHIP, a Connecticut limited partnership ("FNEC"), MORAMERICA CAPITAL CORPORATION ("MorAmerica"), NORTH DAKOTA SMALL BUSINESS INVESTMENT COMPANY ("NDSBIC"), STERLING/CARL MARKS COMMERCIAL CAPITAL, INC., a/k/a STERLING COMMERCIAL CAPITAL, INC. ("Sterling"), CITIZENS TRUST COMPANY ("CTC") and FIRST NEW ENGLAND CAPITAL LIMITED PARTNERSHIP, a Connecticut limited partnership, as agent ("Agent") for the Subordinated Noteholders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Second Borrower (Grantor and the Second Borrower are sometimes collectively hereinafter referred to as the "Borrowers") and GECC (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), GECC has agreed to make the Loans for the benefit of the Borrowers; and

WHEREAS, GECC is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to GECC this Intellectual Property Security Agreement;

WHEREAS, Grantor is indebted to DECD pursuant to a certain Assistance Agreement by and between Grantor and DECD entered into on or about March 24, 1995 (the "Assistance Agreement"), which indebtedness consists of a grant in the amount of \$25,000 (the "Grant"), a loan in the original principal amount of \$135,000 (the "Equipment Loan") and a loan in the original principal amount of \$90,000 (the "Construction Loan"; the Grant the Equipment Loan and the Construction Loan are hereinafter referred to as the "DECD Funding"); and

WHEREAS, pursuant to a certain Note and Warrant Purchase Agreement dated December 23, 1996 (the "Subordinate Note Agreement", which term shall include all amendments, modifications and supplements to, and restatements of, such agreement), the Borrowers issued their 12% Subordinated Notes Due January 2, 2002, in the aggregate principal amount of \$3,500,000 (the "Subordinate Notes" or "Subordinated Notes", which term shall include all notes issued in substitution or exchange for, or in replacement of, such notes), and FNEC, MorAmerica, NDSBIC, Sterling and CTC (collectively the "Subordinate Noteholders" or "Subordinated Noteholders", which term shall include all subsequent holders of Subordinated Notes) purchased the Subordinated Notes and are currently the sole holders of the Subordinated Notes; and

WHEREAS, the Senior Loans and the Subordinated Notes are or will be secured by liens on all or substantially all of the assets (whether real property, personal property or mixed) of the

Borrowers, including various Patents and Trademarks of Grantor, whether now owned or hereafter acquired (collectively, the "Collateral"); and

WHEREAS, DECD, GECC, Agent and the Subordinated Noteholders (individually, a "Creditor" and collectively the "Creditors") have each taken or hereafter may take certain actions to perfect their respective liens, including but not limited to the filing of financing statements under the Uniform Commercial Code and the filing or recording of real estate mortgages and patent and trademark mortgages or security interests; and

WHEREAS, the Creditors desire to set forth their agreement concerning their respective rights to payments made or to be made in respect of the Senior Loans, the Subordinated Notes and the DECD Funding, and the relative priority and enforcement rights of their respective liens.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement. Any terms not otherwise defined herein or in Schedule A to the Loan Agreement have the meanings given to them in the Intercreditor Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of the Borrowers now or hereafter existing from time to time, Grantor hereby pledges and grants to GECC a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

- (a) Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto;
- (b) to the best of Grantor's knowledge, the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (c) to the best of Grantor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (d) to the best of Grantor's knowledge, each of the Patents is valid and enforceable;
- (e) to the best of Grantor's knowledge, each of the Trademarks is valid and enforceable;
- (f) except as may have been disclosed in the Loan Agreement, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (g) Grantor has used, and will continue to use for the duration of this Intellectual Property Security Agreement, proper statutory notice in connection with its use of the Trademarks;
- (h) Grantor has used, and will continue to use for the duration of this Intellectual Property Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks;
- (i) Grantor has the unqualified right to enter into this Intellectual Property Security Agreement and perform its terms;
- (j) this Intellectual Property Security Agreement has been duly executed and delivered to GECC by Grantor and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- (k) this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of GECC in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor;
- (l) upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect GECC's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken; and
- (m) the execution, delivery and/or performance by Assignor of this Intellectual Property Security 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.

4. COVENANTS. Grantor covenants and agrees with GECC that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify GECC immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving GECC prior written notice thereof, and, upon request of GECC, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to GECC) to evidence GECC's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall have the duty to prosecute diligently any trademark, patent and copyright applications pending as of the date of this Intellectual Property Security Agreement or thereafter until the Termination Date, to preserve and maintain all rights in the patents, trademarks and copyrights, the registration of trademarks, copyrights and issued patents, and any patent, trademark and copyright applications; provided, however, that so long as no Default shall have occurred and be continuing or would arise after giving effect thereto, Grantor may, after providing GECC with not less than thirty (30) days written notice and upon the consent of GECC which consent shall not be unreasonably withheld, permit to lapse or expire those patents, trademarks and copyrights or applications therefor, which but for this Intellectual Property Security Agreement, Grantor would in its reasonable and ordinary business judgment permit to lapse or expire. Provided that no Default shall have occurred and be continuing or would arise after giving effect thereto, Grantor may, after providing GECC with not less than thirty (30) days written notice and upon the consent of the GECC which consent shall not be unreasonably withheld, abandon any right to file a patent, trademark or copyright application in the United States which but for this Intellectual Property Security Agreement, Grantor would in its reasonable and ordinary business judgment choose to abandon.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify GECC promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as GECC shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. All of GECC's rights and remedies with respect to the Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses, 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, Grantor hereby acknowledges and affirms that this Intellectual Property Security Agreement is executed in furtherance of, and supplementary to, the provisions in the Loan Agreement, and that the rights and remedies of GECC with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 7 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

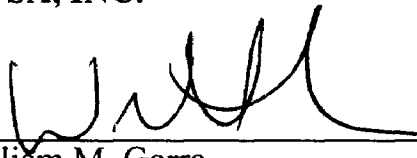
9. POWER OF ATTORNEY. Grantor acknowledges and agrees that the Power of Attorney executed and delivered to GECC as part of the Loan Agreement is a general Power of Attorney, and the rights granted to GECC under such Power of Attorney extend to and may be exercised by GECC in connection with this Intellectual Property Security Agreement and that such rights include, without limitation, the right, if an Event of Default has occurred and is continuing, to assign or otherwise transfer (on behalf of the Grantor) any and all Intellectual Property Collateral. The powers conferred on GECC under the Power of Attorney are solely to protect GECC's interests in the Collateral, including the Intellectual Property Collateral, and shall not impose any duty upon it to exercise any such powers. GECC agrees not to exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing. Grantor authorizes GECC to file any financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law.

10. Authorization To Amend. Grantor hereby authorizes GECC to modify this Intellectual Property Security Agreement at any time without the need for a formal amendment or the consent or signature of the Grantor in order to amend Schedule I, Schedule II or Schedule III to include any future Trademarks, Patents or Copyrights applied for or obtained by the Grantor.

11. Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIMONIZ USA, INC.

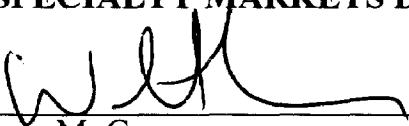
By: 
Name: William M. Gorra
Title: President

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: Robert McNabb
Title: Duly Authorized Signatory

SIMONIZ SPECIALTY MARKETS DIVISION LLC

By: 
Name: William M. Gorra
Title: Manager

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SIMONIZ USA, INC.

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

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Robert McNabb
Name: Robert McNabb
Title: Duly Authorized Signatory

SIMONIZ SPECIALTY MARKETS DIVISION LLC

By: _____
Name: William M. Gorra
Title: Manager

CONSENT AND CONFIRMATION OF SUBORDINATION

1. The undersigned parties hereby recognize and acknowledge the foregoing Intellectual Properties Security Agreement between Grantor, GECC and Simoniz Specialty Markets Division LLC.

2. Reference is made to that certain Intercreditor Agreement between GECC, DECD, the Agent and the Subordinated Noteholders, and the above Intellectual Property Security Agreement.

3. DECD, the Agent and the Subordinated Noteholders acknowledge, agree and confirm that GECC is entitled to the full benefit of and rights under the Intercreditor Agreement and confirm that notwithstanding the date, manner or order of perfection of the security interests granted in the Collateral, including the Intellectual Property Collateral, to the Creditors, and notwithstanding any provisions of the Uniform Commercial Code, or any other applicable law or decision, or the GECC Loan Documents, the DECD Loan Documents, or the Subordinate Loan Documents, or whether any of GECC, DECD, Agent or any other Subordinate Noteholder holds possession or control of all or any part of the Collateral, including the Intellectual Property Collateral, as among GECC, DECD, the Agent and the Subordinated Noteholders:

(a) GECC shall have a first priority lien and security interest in all GECC Collateral and Proceeds thereof, including any and all existing and hereafter acquired Patents and Trademarks of the Borrowers and any Trademark Licenses to which the Borrowers are a party, as security for the GECC Indebtedness;

(b) Agent and the Subordinated Noteholders shall have a second priority security interest in the GECC Collateral and the Proceeds thereof, including any and all exiting and hereafter acquired Patents and Trademarks of the Borrowers and any Trademark Licenses to which the Borrowers are a party, as security for the Subordinate Indebtedness; and

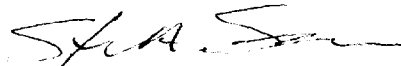
(c) DECD acknowledges and agrees that any lien and security interest of DECD, if any, in the GECC Collateral and the Proceeds thereof, including any and all Patents and Trademarks of the Borrowers and any Trademark Licenses to which the Borrowers are a party, shall be subordinate to the liens and security interests of GECC in such Collateral and Proceeds.

4. This Consent and Confirmation of Subordination may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.


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

WITNESSED BY:

GENERAL ELECTRIC CAPITAL CORPORATION




Steven A. Samson

By: 

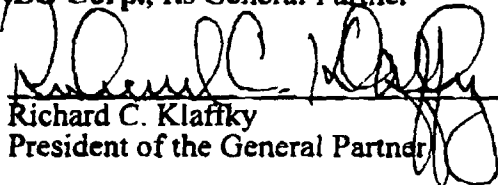
Name: Robert McNabb
Title: Duly Authorized Signatory

FIRST NEW ENGLAND CAPITAL LIMITED PARTNERSHIP, as Agent for the Subordinate Noteholders

By **FINEC Corp., Its General Partner**



Robert A. Giney

By: 

Name: Richard C. Klaffky
Title: President of the General Partner

STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

SIMONIZ USA, INC.

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

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


WITNESSED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

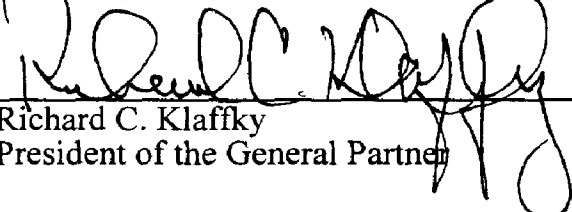
By: _____
Name: Robert McNabb
Title: Duly Authorized Signatory

FIRST NEW ENGLAND CAPITAL LIMITED PARTNERSHIP, as Agent for the Subordinate Noteholders

By **FINEC Corp.**, Its General Partner



ROBERT A. Conroy

By: 

Name: Richard C. Klaffky
Title: President of the General Partner

STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

SIMONIZ USA, INC.

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

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

WITNESSED BY:

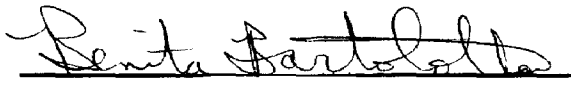
GENERAL ELECTRIC CAPITAL CORPORATION

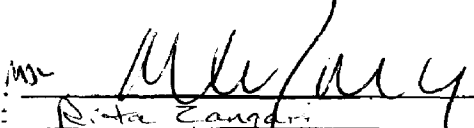
By: _____
Name: Robert McNabb
Title: Duly Authorized Signatory

FIRST NEW ENGLAND CAPITAL LIMITED PARTNERSHIP, as Agent for the Subordinate Noteholders
By **FINEC Corp.**, Its General Partner

By: _____
Name: Richard C. Klaffky
Title: President of the General Partner

STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT


Rita Cangari

By: 
Name: Rita Cangari
Title: Deputy Commissioner

ACKNOWLEDGED AND AGREED:

SIMONIZ USA, INC.

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

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

WITNESSED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: Robert McNabb
Title: Duly Authorized Signatory

FIRST NEW ENGLAND CAPITAL LIMITED PARTNERSHIP, as Agent for the Subordinate Noteholders
By **FINEC Corp.**, Its General Partner

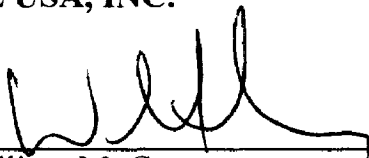
By: _____
Name: Richard C. Klaffky
Title: President of the General Partner

STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

SIMONIZ USA, INC.

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

**SIMONIZ SPECIALTY MARKETS DIVISION,
LLC**



By: _____
Name: William M. Gorra
Title: Manager

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

ISSUED PATENTS: U.S.

File No.	Country	Name	Issue Date	Brief Abstract	Status
			Patent No.		
2255-61	United States	Polish Composition Forming Hydrophilic Layer and Spray-Away Polishing Process	7/19/94 5330787		Next Annuity Due 1/19/02
2255-93	United States	Method and Apparatus for Monitoring and Reporting Handwashing	8/31/99 5,945,910		Expires February 11, 2018.

PENDING PATENTS: U.S.

File No.	Country	Name	Filing Date	Goods/Abstract	Status
2255-107	United States	Vehicle Tire Dressing and Method for Its Use	5/5/2000	09/565,798	Deadline for responding to the Notice to File Missing Parts is 9/20/00.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

REGISTERED TRADEMARKS: UNITED STATES

File No.	Trademark	Country	Reg./Issue Date	Int'l Class	Goods Covered	Status
			Reg./TM No.			
2255-30	AQUA-LOCK	United States	5/23/95 1,894,759	3	Preparations for cleaning, polishing and waxing automotive surfaces.	Letter sent to client 8/3/00 with 8&15 Declaration for signature. Next Renewal due 5/23/05.
2255-31	DETAILER'S CHOICE	United States	5/23/95 1,894,755	3	Preparations for cleaning and polishing and waxing automotive surfaces.	Letter sent to client 8/3/00 with Section 8 & 15 Declaration for signature. Renewal due 5/23/05.
2255-65	DR. SIMO (design only)	United States	6/22/99 2,254,701	36	Providing extended warranty protection programs for the interior and exterior surfaces of automotive vehicles.	Section 8 & 15 due 6/22/04 First Renewal Due 6/22/09
2255-11	GENTLE TOUCH	United States	4/28/87 1,438,326	37	Automobile washing services	Section 8 & 15 accepted on 7/28/92 Next renewal due 4/28/07.
2255-74	IT'S LIKE DRIVING A NEW CAR...AGAIN!	United States	5/26/98 2,160,500	37	Carwashing and car cleaning and detailing services.	Section 8 & 15 due between 5/26/03 - 5/26/04 First Renewal Due 5/26/08
2255-19	JIFFY SHINE & design	United States	6/8/92 8619	37	Automobile washing service namely washing, cleansing, shining, polishing and waxing various automobile	CT State Servicemark Registration First use anywhere 3/91 First use in CT. 3/91 Renewal due 12/8/01

REGISTERED TRADEMARKS: UNITED STATES

File No.	Country	Trademark	Reg./Issue Date	Int'l Class	Goods Covered	Status
			Reg./TM No.			
2255-19-1	United States	JIFFY SHINE & design	6/8/92 8620	3	Liquid spray-on cleaning compositions for vehicles, namely, paint, chrome, vinyl, vehicle polish and wax.	CT State Trademark Registration Next Renewal due 12/8/01 First use anywhere 4/1/91 First use in CT. 4/1/91
2255-32	United States	MASTER WAX	12/25/62 ✓ 742,534	4	Preparation for beautifying and protecting surfaces	First Renewal 12/25/82 Next Renewal Due 12/25/02
2255-33	United States	MOTORISTS WISE SIMONIZ	9/15/53 ✓ 580,021	16	Hard paste waxlike material for providing a coating or film particularly for protective and	First renewal 9/15/93 Next Renewal Due 9/15/03.
2255-	United States	MOTORISTS WISE USE SIMONIZ	9/8/1959 <i>paid</i> 684594	3	Polishing and cleaning preparations for automobiles, furniture, and woodwork.	Next renewal due 9/8/2009
2255-06	United States	ONCE AGAIN	3/22/83 ✓ 1,231,602	3	Restoration products for masonry, wood and metal such as paint and varnish removers and masonry cleaners	Section 8 & 15 accepted on 10/4/88 Next renewal due 3/22/02
2255-23	United States	PERMA SCENTS	6/6/95 ✓ 1,897,282	5	Air fresheners and deodorizers principally for use in automobile interiors and rooms, namely homes, offices	Letter sent to client 8/9/00 requesting Section 8 & 15 instructions. Renewal due 6/6/05.

REGISTERED TRADEMARKS: UNITED STATES

File No.	Trademark	Country	Reg./Issue Date Reg./TM No.	Int'l Class	Goods Covered	Status
2255-35	PRISM	United States	9/7/76 ✓ 1,047,454	3	Automotive wax	Section 8 accepted 9/2/82. Next Renewal Due 9/7/06.
2255-36	ROYALE	United States	2/11/75 ✓ 1,004,413	4	Automotive cleaner wax.	Next Renewal Due 2/11/05
2255-37	SIMOLITE	United States	3/13/62 ✓ 728,392	4	Composite Cero-Resin, used as an ingredient in polishing preparations.	Section 8 & 15 accepted 5/10/67 Next Renewal Due 3/13/02.
2255-38	SIMONIZ	United States	9/18/90 ✓ 1,613,464	3	Floor care preparations namely, cleaners, strippers, restorers, sealers, finishes and buffing compounds.	Section 8 & 15 accepted 10/10/96 Renewal application filed 3/21/00.
2255-39	SIMONIZ	United States	11/27/90 ✓ 1,625,221	37	Services of cleaning, washing, polishing, buffing and waxing automobiles and other vehicles and their parts,	Section 8 & 15 accepted 12/14/96 Renewal application filed 5/19/00.
2255-40	SIMONIZ	United States	7/22/52 ✓ 561,771	16	Hard paste waxlike material for providing a coating or film particularly for protective and	Last Renewal 7/22/92 Next Renewal Due 7/22/02. Section 8 & 15 accepted 2/26/58

REGISTERED TRADEMARKS: UNITED STATES

File No.	Trademark	Country	Reg./Issue Date	Int'l Class	Goods Covered	Status
			Reg./TM No.			
2255-41	SIMONIZ	United States	9/9/52 563,837	4	Cleaning and polishing compounds, in both paste and liquid form, for any painted, lacquered, enameled, or porcelain	Section 8 & 15 accepted 2/3/58 Last Renewal Date 9/9/92 Next Renewal Due 9/9/02
2255-42	SIMONIZ	United States	9/9/52 563,838	3	Chrome and metal cleaner in liquid form, and for a tar solvent in liquid form.	Last Renewal Date 9/9/92 Next Renewal Due 9/9/02 Section 8 & 15 accepted 3/6/58
2255-43	SIMONIZ	United States	6/12/56 628,491	4	Floor wax	Section 8 accepted 8/31/61 Last Renewal Date 6/12/96 Next Renewal Due 6/12/06
2255-45	SIMONIZ	United States	9/3/68 855,781	3	Car wash preparations and windshield washer solvent	Section 8 & 15 accepted 6/12/74 Last Renewal Date 9/3/88 Next Renewal Due 9/3/08
2255-46	SIMONIZ	United States	12/17/68 862,125	3	Rug shampoo	Section 8 & 15 accepted 6/27/74 Last Renewal Date 12/17/88 Next Renewal Due 12/17/08
2255-49	SIMONIZ Bar/Sun Design (design only)	United States	2/13/96 1,956,438	3	Automotive polishes, waxes washes, cleaners, and chrome and metal cleaners.	Section 8 & 15 due 2/13/01 Renewal Due 2/13/06

REGISTERED TRADEMARKS: UNITED STATES

File No.	Country	Trademark	Reg./Issue Date	Int'l Class	Goods Covered	Status
			Reg./TM No.			
2255-47	United States	SIMONIZ & Design (GRAD BARS)	9/4/90 ✓ 1,611,801	3	Floor care preparations, namely, cleaners, strippers, restorers, sealers, finishes and buffing compounds	Section 8 & 15 accepted 10/22/96 Renewal Due 6/4/00 Mark was not renewed.
2255-48	United States	SIMONIZ & Design (SOLID BARS)	3/20/90 ✓ 1,587,378	3	Automotive cleaners, washes, polishes, waxes, bug and tar removers and polymer treatment preparation.	Section 8 & 15 accepted 12/29/95 Renewal Application sent to USPTO 11/9/99
2255-75	United States	SIMONIZ EXPRESS DETAIL	7/14/98 ✓ 2,172,710	37	Car cleaning and detailing services.	Section 8 & 15 due between 7/14/03 - 7/14/04 First Renewal Due 7/14/08
2255-50	United States	SIMONIZ QUALITY SEAL GUARANTEED SINCE 1911 & design	2/27/96 ✓ 1,958,831	3	Automotive polishes, waxes, washes, cleaners, and chrome and metal cleaners.	Section 8 & 15 due 2/27/01 Next Renewal Due 2/27/06
2255-24	United States	SMART-WASH HOUSEHOLD CLEANING PRODUCTS	10/26/99 ✓ 2,289,121	3, 4	Laundry and sish detergents, glass cleaners, non-abrasive liquid cleansers, detergents with	Section 8 & 15 due 10/26/04 Next Renewal due 10/26/09
2255-51	United States	SUPER BLUE	12/7/93 ✓ 1,808,727	3	Automotive wax, wash, polish and cleaner	Copy of Notice of Acceptance sent to client 1/6/00 Next Renewal Due 12/7/03

REGISTERED TRADEMARKS: UNITED STATES

File No.	Trademark	Country	Reg./Issue Date	Int'l Class	Goods Covered	Status
2255-52	SUPERPOLY	United States	10/4/88 ✓ 1,506,742	3	Preparations for cleaning and polishing automobile bodies and other surfaces.	Section 8 accepted 2/19/95 Next Renewal Due 10/4/08
2255-82	SYSTEM 5	United States	12/8/98 ✓ 2,209,031	3, 37	Automotive paint sealers; Automotive paint cleaners and polishes; For Providing extended warranty paint	Section 8 & 15 due between 12/8/03 - 12/8/04 First Renewal Due 12/8/08
2255-73	TODAY IS A GREAT DAY FOR A CAR WASH	United States	6/2/98 ✓ 2,161,912	37	Car washing services	First Renewal Due 6/2/08. Section 8 & 15 due between 6/2/03 - 6/2/04
2255-53	VISTA	United States	6/4/57 ✓ 646,267	4	Car wax and cleaner	Last Renewal 6/4/97 Next Renewal Due 6/4/07
2255-54	VISTA	United States	2/26/63 ✓ 745,623	4	Combination floor cleaner and polish.	Section 8 & 15 accepted 4/15/68 Last Renewal Date 5/25/62 Next Renewal Due 2/26/03
2255-55	WINTER WAX	United States	12/3/63 ✓ 761,098	4	Cleaning and polishing composition for use in protecting automotive vehicle surfaces.	Next Renewal Due 12/3/03

PENDING TRADEMARKS: UNITED STATES

File No.	Country	Name	Filing Date Serial No.	Int'l Class	Goods Covered	Status
2255-64	United States	DR. SIMO (Service Mark Character)	2/12/97 75/240,400	37	Providing extended warranty protection programs for the interior and exterior surfaces of automotive	Applicant's Appeal Brief sent to USPTO 6/7/99
2255-98	United States	SEALTITE	8/30/99 V 75/788,056	3	Pneumatic tire sealant	
2255-86	United States	WASH CLOCK	8/27/97 V 75/348,130	9		Applicant's Reply Brief sent to USPTO 7/14/99
2255-91	United States	WASH CLOCK BECAUSE EVERY WASH COUNTS	9/10/97 V 75/354,514			Office Action Received 2/1/99 Response to Office Action to USPTO 7/30/99

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None		

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		