

03-13-2001



101633548

3-1-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Simoniz USA, Inc.

Execution Date
Month Day Year
10262000

Formerly Syndet Products, Inc.

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Connecticut

Receiving Party

Mark if additional names of receiving parties attached

Name First New England Capital for Itself and as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 100 Pearl Street

Address (line 2) _____

Address (line 3) Hartford CT 06103

- 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 Connecticut

03/12/2001 DBYRNE 00000205 1894759

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 875.00 DP

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

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

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"/>
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<input type="text" value="1047455"/>	<input type="text" value="0563838"/>	<input type="text" value="2172710"/>
<input type="text" value="1004413"/>	<input type="text" value="0628491"/>	<input type="text" value="1958831"/>
<input type="text" value="0728392"/>	<input type="text" value="0855781"/>	<input type="text" value="2289121"/>
<input type="text" value="1613464"/>	<input type="text" value="0862125"/>	<input type="text" value="1808727"/>
<input type="text" value="1625221"/>	<input type="text" value="1956438"/>	<input type="text" value="1506742"/>
<input type="text" value="0561771"/>	<input type="text" value="1611801"/>	<input type="text" value="2209031"/>
<input type="text" value="0563837"/>	<input type="text" value="1587378"/>	<input type="text" value="2161912"/>

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

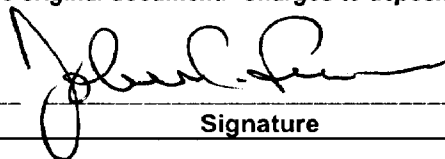
No

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**

FORM PTO-1618C
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Patent and Trademark Office
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DBA/AKATA

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City

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Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75788056

0646267

75348130

0745623

75354514

0761098

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of October 26, 2000, is made by Simoniz USA, Inc., a Connecticut corporation formerly known as to Syndet Products, Inc. ("Grantor") and Simoniz Specialty Markets Division, LLC, a Delaware limited liability company and successor-in-interest to High-Five Associates, Inc. ("Second Borrower"), in favor of FIRST NEW ENGLAND CAPITAL LIMITED PARTNERSHIP, a Connecticut limited partnership ("FNEC"), MORAMERICA CAPITAL CORPORATION ("MorAmerica"), NORTH DAKOTA SMALL BUSINESS INVESTMENT COMPANY ("NDSBIC"), 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 (as defined below).

WITNESSETH:

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 Subordinated Noteholders are willing to waive one or more defaults in connection with representations and covenants contained in the Purchase Agreement in consideration of, among other things, that Grantor shall have executed and delivered to the Subordinated Noteholders this Intellectual Property Security Agreement;

WHEREAS, 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

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 the Subordinate Note Agreement. Any terms not otherwise defined herein or in Subordinate Note Agreement have the meanings given to them in the Intercreditor Agreement. Additional definitions used herein are contained in Schedule I attached hereto.

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 to the Subordinated Noteholders (the "Obligations"), Grantor hereby pledges and grants to the Subordinated Noteholders a continuing 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 Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

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

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

(e) 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 Copyright or Copyright licensed under any Copyright License, and (iv) 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 or Copyright except as set forth in 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, each of the Patents is valid and enforceable;

(d) Grantor has the unqualified right to enter into this Intellectual Property Security Agreement and perform its terms;

(e) this Intellectual Property Security Agreement has been duly executed and delivered to the Subordinated Noteholders by Grantor and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

(f) 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 the Subordinated Noteholders in all of Grantor's Patents and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor;

(g) 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, all action necessary or desirable to protect and perfect the Subordinated Noteholders's Lien on Grantor's Patents and Copyrights shall have been duly taken; and

(h) the execution, delivery and/or performance by Grantor 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 the Subordinated Noteholders that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify the Subordinated Noteholders immediately if it knows or has reason to know that any application or registration relating to any Patent 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 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 or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Subordinated Noteholders prior written notice thereof, and, upon request of the Subordinated Noteholders, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Subordinated Noteholders) to evidence the Subordinated Noteholders's Lien on such Patent 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 and Copyrights, the registration of Copyrights and issued Patents, and any Patent 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 the Subordinated Noteholders with not less than thirty (30) days written notice and upon the consent of the Subordinated Noteholders which consent shall not be unreasonably withheld, permit to lapse or expire those Patents 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 the Subordinated Noteholders with not less than thirty (30) days written notice and upon the consent of the Subordinated Noteholders which consent shall not be unreasonably withheld, abandon any right to file a Patent 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 the Subordinated Noteholders 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 the Subordinated Noteholders shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. All of the Subordinated Noteholders' rights and remedies with respect to the Patents, Patent Licenses, Copyrights and Copyright Licenses, whether established hereby or by the Subordinate Note 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

Subordinate Note Agreement, and that the rights and remedies of the Subordinated Noteholders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Subordinate Note 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 Subordinate Note Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

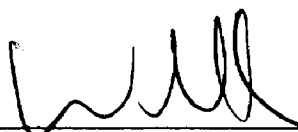
9. POWER OF ATTORNEY. Grantor acknowledges and agrees to grant, execute and deliver to Agent a general Power of Attorney, and the rights granted to the Subordinated Noteholders under such Power of Attorney extend to and may be exercised by the Subordinated Noteholders in connection with this Intellectual 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 the Subordinated Noteholders under the Power of Attorney are solely to protect the Subordinated Noteholders' interests in the collateral described the Security Agreement, including the Intellectual Property Collateral, and shall not impose any duty upon it to exercise any such powers. The Subordinated Noteholders agree 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 the Subordinated Noteholders to

file any financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law.

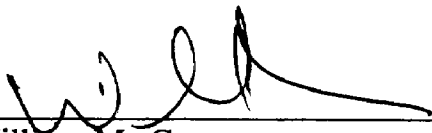
10. Authorization To Amend. Grantor hereby authorizes the Subordinated Noteholders to modify this Intellectual Property Security Agreement at any time without the need for a formal amendment or the consent or signature of the Grantor in order to amend Schedule II or Schedule III to include any future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

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.

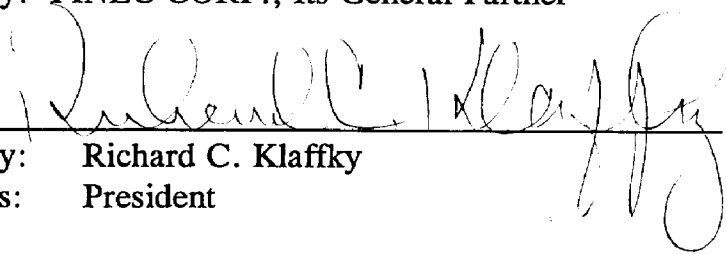
SIMONIZ USA, INC.

By: 
Name: William M. Gorra
Title: President

SIMONIZ SPECIALTY MARKETS DIVISION LLC

By: 
Name: William M. Gorra
Title: Manager

FIRST NEW ENGLAND CAPITAL, LIMITED PARTNERSHIP, as Agent

By: FINEC CORP., Its General Partner

By: Richard C. Klaffky
Its: President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Copyright License" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Patents" shall mean all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Patent License" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

"Proceeds" shall mean "proceeds," as such term is defined in the Code and, in any event, shall include: (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Borrower from time to time with respect to any Collateral; (ii) any and all payments (in any form whatsoever) made or due and payable to any Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority); (iii) any claim of any Borrower against third parties for past, present or future infringement of any Intellectual Property; (iv) any recoveries by any Borrower against third parties with respect to any litigation or dispute concerning any Collateral; and (v) any and all other amounts from time to time paid or payable under or in connection with any Collateral, upon disposition or otherwise.

"General Intangibles" shall mean all "general intangibles," as such term is defined in the Code, now owned or hereafter acquired by any Person, including all right, title and interest which such Person may now or hereafter have in or under any Contract, Intellectual Property, interests in partnerships, joint ventures and other business associations, permits, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials, books and records, goodwill (including the goodwill associated with any Intellectual Property), all rights and claims in or under insurance policies (including insurance for fire,

damage, loss, and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key-person, and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit accounts, rights to receive tax refunds and other payments and rights of indemnification.

"Goodwill" shall mean all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and distribution agreements now owned or hereafter acquired by any Person.

"Termination Date" shall mean the date on which all obligations under the Subordinate Note Agreement and Subordinated Notes are indefeasibly paid in full, in cash.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
Polish Composition Forming Hydrophilic Layer and Spray-Away Polishing Process (United States / File No. 2255-61)	5330787	07/19/1994 (Next Annuity Due: 01/19/2002)
Method and Apparatus for Monitoring and Reporting Handwashing (United States / File No. 2255-93)	5,945,910	08/31/1999 (Expires 02/11/2018)

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Serial No.</u>	<u>Filing Date</u>
Vehicle Tire Dressing and Method for its Use (United States / 2255-107)	09/565,798	05/05/2000

Status: Deadline for responding to the Notice to File Missing Parts is 09/20/2000

III. PATENT LICENSES

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

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

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

II. COPYRIGHT APPLICATIONS

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

III. COPYRIGHT LICENSES

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