

05-18-2001

Docket No.:

299/25472



101721965

Tab settings

To the Honorable Commissioner of Patents ched original documents or copy thereof.

1. Name of conveying party(ies):

Redox Brands, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 04/12/2001

2. Name and address of receiving party(ies):

Name: **Firststar Bank, N.A.**

Internal Address:

Street Address: **8th & Locust Streets**

City: **St. Louis** State: **MO** ZIP: **63101**

- Individual(s) citizenship
- Association **National banking**
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76223247 76219358 76168450 75678956
 76223246 76219357 76210215
 76223245 76179167 76227330

B. Trademark Registration No.(s)

1316463 565552
 850357 423995

Additional numbers attached? Yes No

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

Name: **Mitzi G. Cherry**

Internal Address: **Thompson Coburn LLP**

Street Address: **One Firststar Plaza**

City: **St. Louis** State: **MO** ZIP: **63101**

6. Total number of applications and registrations involved:.....

14

7. Total fee (37 CFR 3.41):.....\$ **\$365.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

For deficiencies only - 20-0823

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mitzi G. Cherry

Name of Person Signing

Mitzi G. Cherry
Signature

5/10/2001
Date

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

TRADEMARK

REEL: 002297 FRAME: 0883

PATENT, TRADEMARK AND LICENSE
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 12th day of April, 2001, by REDOX BRANDS, INC., an Ohio corporation ("Borrower"), in favor of FIRSTAR BANK, N. A., a national banking association, as agent (in such capacity, the "Agent") for itself (in such capacity, "Firstar"), and any other entity which now or at any time hereafter shall execute the Loan Agreement (as hereinafter defined) as a "Bank" together with their respective affiliates (collectively, the "Banks").

WITNESSETH:

WHEREAS, Borrower is justly obligated to the Banks and Agent pursuant to that certain Loan Agreement dated the date hereof by and among Borrower, Agent and the Banks (as the same may be amended, modified, extended or renewed, the "Loan Agreement"; capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the Agent and the Banks entering into the Loan Agreement, the Agent and the Banks have required that Borrower execute and deliver this Agreement to the Agent for the ratable benefit of the Banks; and

WHEREAS, in order to induce the Agent and the Banks to enter into the Loan Agreement, Borrower has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Banks;

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement under which Borrower has granted to the Agent for the ratable benefit of the Banks a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill and all rights under the laws of the United States of America to any and all patents and trademarks now owned or hereafter acquired by Borrower and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Borrower hereby grants to the Agent for the ratable benefit of the Banks a security interest in and lien on, all of Borrower's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing

patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents";

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names as any and all such rights of Borrower now or hereafter exist under the laws of the United States of America, including, without limitation, common law rights and each mark and application under the laws of the United States of America listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) of any Patents or Trademarks under the laws of the United States of America listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks issued under the laws of the United States of America or any other patent, trademark, service mark or any application or registration thereof under the laws of the United States of America or any other trade name or trade style between Borrower and any other party, whether Borrower is licensor or licensee (all of the foregoing license agreements and Borrower's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the present and future Borrower's Obligations (as defined in the Loan Agreement) (hereinafter collectively referred to "Secured Obligations").

2. Representations, Warranties and Covenants of Borrower. Borrower hereby represents and warrants to the Agent and each of the Banks, and covenants and agrees with the Agent and each of the Banks, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Borrower in the Loan Agreement);

(b) to the best of Borrower's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Except as specifically disclosed in the Loan Agreement (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Except as specifically disclosed in the Loan Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Borrower not to sue third persons, excluding only the security interest granted to the Agent for the ratable benefit of the Banks;

(e) Borrower has the unqualified right to enter into this Agreement and perform its terms;

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

(g) Borrower has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement; and

(h) Except as specifically disclosed in the Loan Agreement, Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

(i) In the event Borrower shall at any time begin directly soliciting sales from any Account Debtors or other Persons located outside of the United States of America, and if, with respect to such foreign country, Borrower shall have any patents, trademarks, copyrights and other intellectual property under the laws of such country, or any applications for, registrations of or licenses of any such patents, trademarks, copyrights and other intellectual property rights under the laws of such country, then Borrower agrees to execute and deliver to the Agent any and all additional agreements, documents or notices as may be required by the Agent in order to grant to the Agent for the ratable benefit of the Banks a first perfected lien in or security interest upon such patents, trademarks, copyrights and other intellectual property rights and any licenses thereof under the laws of such foreign country.

3. Inspection Rights; Product Quality. Borrower will permit inspection of Borrower's facilities and Borrower's agents' and contract manufacturers' facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Agent and each of the Banks during normal business hours and at other reasonable times. Borrower will reimburse the Agent and each of the Banks upon demand for all costs and expenses incurred by Agent or any of the Banks in connection with any such inspection conducted by Agent or any of the Banks while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Borrower may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Borrower certifying Borrower's compliance with the forgoing.

4. Further Assurances. Borrower agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) no Letters of Credit shall be outstanding and (iii) the Banks have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Loan Agreement, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Borrower's obligations under this Agreement or the Loan Agreement, without the prior written consent of the Required Banks, and Borrower agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Borrower further agrees that at any time and from time to time, at the expense of Borrower, Borrower will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Borrower shall (i) become aware of any existing Patents, Trademarks or Licenses of which Borrower has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Borrower shall give the Agent prompt written notice thereof.

6. Modification by Agent. Borrower authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future rights granted under the laws of the United States of America with respect to any patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Borrower if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Borrower may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by Borrower, for Borrower's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Borrower associated therewith) or Licenses, or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations ratably among the Banks in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Borrower at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be

made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released. Borrower agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent and/or the Banks of the Patents, Trademarks and Licenses shall be commensurate with the scope of this Agreement, and without any liability for royalties or other related charges from the Agent or any of the Banks to Borrower. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Banks, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Borrower shall pay all of the Secured Obligations in full, (ii) no Letters of Credit are outstanding, (iii) the Banks shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Loan Agreement, and (iv) the Loan Agreement shall be terminated, this Agreement shall terminate and the Agent shall execute and deliver to Borrower all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent 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, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Borrower on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Four Percent (4.00%) over and above the Adjusted Prime Rate (which interest rate shall fluctuate as and when the Adjusted Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Borrower.

11. Preservation of Patents, Trademarks and Licenses. Borrower shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Borrower hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any

exclusive or nonexclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Borrower and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. 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, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Borrower and the Agent and consented to by the Required Banks, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

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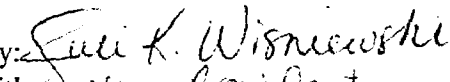
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Borrower and the Agent have executed this Patent, Trademark and License Security Agreement this 12th day of April, 2001.

REDOX BRANDS, INC. ("Borrower")

By: 
Title: President

FIRSTAR BANK, N. A.,
as Agent (the "Agent")

By: 
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio)
) SS
COUNTY OF Hamilton)

On this ___ day of April, 2001, before me personally appeared Todd E. Wichmann, to me personally known, who, being by me duly sworn, did say that he is the President of REDOX BRANDS, INC., an Ohio corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Todd E. Wichmann acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Robert W. Buechner

Notary Public

Robert W. Buechner, Attorney at Law

Notary Public - State of Ohio

My Commission has no Expiration date

Section 147.03 R. C.

My Commission Expires:

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 12th day of April, 2001, before me appeared JULIA K. WASHNIEWSKI, to me personally known, who, being by me duly sworn, did say that she/he is a VICE PRESIDENT of FIRSTAR BANK, N. A., a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said JULIA K. WASHNIEWSKI acknowledged said instrument to be the free act and deed of said association.

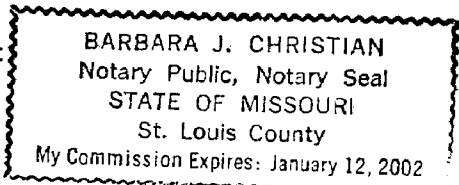
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Barbara J. Christian

Notary Public

My Commission Expires:



SCHEDULE A

United States Patents

None.

SCHEDULE B

United States Patent Applications

None.

SCHEDULE C

United States Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BIZ	1316463	01/29/85
BIZ	423995	09/17/46
BIZ	850357	06/04/68
OXYDOL	565552	10/21/52

Foreign Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date</u>
OXYDOL (Stylized)	Africa (OAPI)	63837/13670	
OXYDOL	Antigua & Barbuda	399	08/11/39
OXYDOL	Argentina	1,463,930	
BIZ	Aruba	13831	10/12/89
BIZ	Australia	A128053	06/15/70
OXYDOL	Austria	101667	01/18/83
OXYDOL	Austria	69466	06/24/71
OXYDOL	Austria	2R153228	04/25/51
BIZ	Bahamas	4358	
OXYDOL & Packaging 68	Bahamas	1345	06/28/45
OXYDOL	Bangladesh	4384	05/11/43
BIZ	Barbados	81/4615	12/03/64
OXYDOL	Barbados	81/5092	04/17/51
OXYDOL	Belize	346	07/03/46
OXYDOL	Benelux	382271	06/30/82
OXYDOL	Benelux	2R153228	04/24/51
OXYDOL & Packaging 68	Bermuda	1175	05/27/44
OXYDOL	Botswana	1/40 UK	04/23/40
OXYDOL	British Solomon Islands	29	11/26/30
BIZ	Burundi	5129	06/15/56
Atom Design	Canada	TMA157,384	06/21/68
BIZ	Canada	TMA100,702	05/20/55
BIZ	Canada	TMA156,982	05/24/68
OXYDOL	Canada	NS70/18485	09/14/43
ENERGIZED OXYDOL & Design	Canada	TMA162,976	05/23/69
OXYDOL	Canada	UCA18485	09/14/43
OXYDOL & Packaging 68 in Newfoundland	Canada	2895	04/10/47
OXYDOL	Chile	399,223	08/10/82
OXYDOL	Colombia	182180	07/28/95
BIZ	Costa Rica	73719	11/22/90
BIZ	Costa Rica	18,266	10/20/56
OXYDOL & Packaging 68	Costa Rica	8060	12/12/44

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date</u>
OXYDOL	Cuba	1108/97	7/31/97
OXYDOL	Cuba	12790	
OXYDOL	Cyprus	1692A	07/23/39
OXYDOL	Czech Republic	94850	11/12/46
BIZ	Denmark	1871/56	09/22/56
BIZ	Dominican Republic	9775	02/15/57
OXYDOL	Ecuador	1315-93	05/13/88
OXYDOL	Ecuador	1099-88	
OXYDOL	Egypt	3396	09/08/40
OXYDOL	Egypt	2R153228	04/25/51
BIZ	El Salvador	12279	05/25/65
BIZ	El Salvador	183 Book 62	
OXYDOL & Packaging 68	El Salvador	12236	04/20/45
OXYDOL	Fiji	1/991	08/08/39
BIZ	Finland	31105	04/02/57
OXYDOL	France	1,206,903	06/18/82
OXYDOL (Stylized)	France	1,489,717	05/07/24
OXYDOL	France	2R153228	04/25/51
OXYDOL	Gambia	958	07/25/39
OXYDOL	Germany	939,901	01/15/76
OXYDOL	Germany	2R153228	04/25/51
OXYDOL	Ghana	3281	07/31/39
BIZ	Greece	21446	06/17/57
OXYDOL	Greece	12554	07/13/39
BIZ	Guatemala	9938	01/03/57
OXYDOL & Packaging 68	Guatemala	5534	04/05/45
OXYDOL	Guemsey	518159	07/15/39
OXYDOL	Guyana	1873A	08/04/39
BIZ	Haiti	375/107	02/24/97
BIZ	Honduras	13833	02/06/67
BIZ	Hong Kong	630 of 1965	12/01/64
BIZ	Hong Kong	966 of 1956	06/29/56
OXYDOL	Hong Kong	323 of 1939	07/12/39
OXYDOL	Iceland	62/1946	0518/46
BIZ	India	257019	05/27/69
OXYDOL	India	15817	05/11/43
OXYDOL, OXYDOL & Design	India	15821	
BIZ	Ireland	81989	04/25/73
OXYDOL	Ireland	30,201	07/26/39
OXYDOL	Italy	611504	09/19/73
OXYDOL	Italy	758543	02/04/85
OXYDOL, (Stylized)	Italy	687354	03/21/28
OXYDOL	Italy	2R153228	04/25/51
OXYDOL	Jamaica	3535	07/20/39
BIZ	Japan	1240581	12/13/76
BIZ	Japan	1446477	12/25/80
OXYDOL & Katakana	Japan	571521	05/01/61

Trademark	Country	Registration Number	Date
OXYDOL & Katakana	Japan	571967	05/01/61
OXYDOL	Jersey	2018	05/08/63
OXYDOL	Jordan	699	04/08/47
BIZ	Kenya	12919	03/10/65
BIZ	Kenya	7446	09/10/56
OXYDOL	Kenya	2598	07/13/39
OXYDOL	Lesotho	90/02682	11/26/30
OXYDOL	Liberia	10692/500	06/10/92
BIZ	Libya	2973/3692	01/25/65
OXYDOL	Liechtenstein	2R153228	04/25/51
BIZ	Malawi	134/66	05/30/66
OXYDOL	Malawi	792	07/21/39
OXYDOL	Malta	3309	07/05/39
BIZ	Mauritius	A11 No. 355	01/19/65
OXYDOL	Mauritius	A4 No. 254	08/10/39
BIZ	Mexico	452373	02/15/94
OXYDOL	Mexico	506519	10/04/95
OXYDOL (Stylized)	Monaco	R.97.17655	03/09/67
OXYDOL	Monaco	2R153228	04/25/51
OXYDOL	Montserrat	399(1)	08/11/39
OXYDOL	Morocco	2R153228	04/25/51
OXYDOL	Namibia, Republic of	1493/46	04/16/46
BIZ	Netherlands Antilles	10196	04/20/77
BIZ	Netherlands Antilles	5573	11/26/64
OXYDOL & Packaging 68	Netherlands Antilles	2151	12/18/47
OXYDOL	New Zealand	37890	10/31/39
OXYDOL	Newfoundland	2895	04/10/47
OXYDOL	Nicaragua	37,890	
BIZ	Nicaragua	13997 C.C.	
BIZ	Nicaragua	16802 C.C.	1/13/86
BIZ	Nicaragua	8495	09/6/56
OXYDOL	Nicaragua	4,135	08/04/44
BIZ	Nigeria	21080	02/10/70
OXYDOL	Nigeria	4968	07/26/39
OXYDOL (Stylized)	Norway	12,613	09/22/25
BIZ	Pakistan	120474	10/16/97
OXYDOL	Pakistan	6581	05/17/51
OXYDOL OXYDOL & Design	Pakistan	6587	
BIZ	Panama	5641	05/14/58
OXYDOL	Panama	14,017	10/17/91
BIZ	Peru	089911	03/08/91
OXYDOL	Portugal	190,972	02/15/84
BIZ	Puerto Rico	14025	11/10/66
OXYDOL	Puerto Rico	25,740	07/12/84
OXYDOL WITH GREEN CRYSTALS & Design	Puerto Rico	13,152	10/14/64
OXYDOL	Romania	R 96	08/01/39

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Date</u>
BIZ	Rwanda	5129	06/15/56
OXYDOL	Saint Kitts and Nevis	399	
OXYDOL	Saint Lucia	44 of 1939	12/29/39
OXYDOL	Samoa	672	
OXYDOL	San Marino	2R153228	04/25/51
OXYDOL	Sarawak	SAR/372	07/26/39
OXYDOL	Sierra Leone	1638	08/10/39
BIZ	Singapore	T64/36112B	12/08/64
OXYDOL MAKES CLOTHES SPARKLE & Design	Singapore	T51/13856Z	05/23/51
OXYDOL	Slovakia	94850	11/12/46
OXYDOL	Solomon Islands	29	
BIZ	South Africa	64/4570	11/25/64
OXYDOL, (Stylized)	Spain	53,856	05/01/25
OXYDOL	Spain	2R153228	04/25/51
OXYDOL	Sri Lanka	7387	07/10/39
OXYDOL	St. Christopher	399(1)	08/11/39
OXYDOL	St. Lucia	44-1939	12/29/39
BIZ	Sudan	9201	12/15/64
BIZ	Surinam	7327	09/20/71
OXYDOL & Packaging 68	Surinam	4604	08/26/44
OXYDOL (Stylized)	Switzerland	319,931	03/13/24
OXYDOL	Switzerland	2R153228	04/25/51
BIZ	Taiwan	14690	01/01/63
BIZ	Tanganyika	9352	01/09/65
OXYDOL	Tanganyika	1245	07/05/39
BIZ	Tanzania, United Republic of	210/71	02/06/71
OXYDOL	Tanzania/Zanzibar	233/71	02/06/71
BIZ	Thailand	Kor25373	01/05/65
BIZ	Thailand	Kor46541	06/29/56
OXYDOL	Trinidad and Tobago	39/1939	07/18/39
OXYDOL	Turkey	94836	08/02/47
BIZ	Uganda	8524	12/23/64
OXYDOL	Uganda	1112	11/15/39
BIZ	United Kingdom	922079	06/10/70
OXYDOL	United Kingdom	518159	11/26/30
OXYDOL	United Kingdom	1,177,012	05/30/84
OXYDOL & Design	United Kingdom	667523	03/05/48
OXYDOL & Packaging 68	United Kingdom		
OXYDOL & Packaging 68	Uruguay	290,376	05/07/45
BIZ	Venezuela	33516-F	03/10/58
BIZ	Venezuela	33545-F	03/12/58
BIZ	Venezuela	153152-F	05/02/94
OXYDOL & Packaging 68	Venezuela	0016314	11/21/45
OXYDOL	Western Samoa	672	12/12/73
OXYDOL	Yugoslavia	2R153228	04/25/51

Trademark	Country	Registration Number	Date
BIZ	Zambia	974/64	12/02/64
OXYDOL	Zambia	686	11/26/30
OXYDOL	Zanzibar	233/71	
BIZ	Zimbabwe	1162/64	12/02/64
OXYDOL	Zimbabwe	54/39	09/22/39

SCHEDULE D

United States Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Issue Date</u>
ARIEL	76,223,247	
BIZ IS BLEACH	75/678,956	04/12/99
BONUS	76,223,246	
DASH	76,223,245	
EXTREME CLEAN	76/179,167	12/12/00
OXYDOL	76/168,450	11/20/00
OXYDOL & "Restoration Hardware Design"	76/219,357	
OXYDOL (Stylized) "2000 Design"	76/219,358	
REDOX BRANDS, INC.		
SOLO	76/210,215	2/14/01

Foreign Trademark Applications

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date</u>
OXYDOL & Design "Restoration Hardware Design"	Canada	1,093,531	
OXYDOL (Stylized) "2000 Design"	Canada	1,093,532	
OXYDOL	European Community	1985654	
OXYDOL & Design "Restoration Hardware Design"	European Community	2098044	
OXYDOL (Stylized) "2000 Design"	European Community	2098184	
OXYDOL	Japan		
OXYDOL & Design "Restoration Hardware Design"	Mexico		
OXYDOL (Stylized) "2000 Design"	Mexico		

SCHEDULE E

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