

07-20-2001

7-13-01



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TO: The Commissioner of Patents and  
Submission Type

101784845  
Conveyance Type

original document(s) or copy(ies).

New

Assignment

License

Resubmission (Non-Recordation)  
Document ID#

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error  
Reel # Frame #

Merger

Effective Date  
Month Day Year

Corrective Document  
Reel # Frame #

Change of Name

Other First Amendment to Trademark Collateral Assignment and  
Security Agreement

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name Waxman Consumer Products Group Inc.

Execution Date  
Month Day Year  
July 5 2001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name Congress Financial Corporation

DBA/AKA/TA

Composed of

Address (line 1) 1133 Avenue of the Americas

Address (line 2)

Address (line 3) New York New York 10036

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization Delaware

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 is attached. (Designation must be a separate document from Assignment)

07/19/2001 6TOM11 00000100 2297090

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 50.00 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 nation 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: 002332 FRAME: 0351

**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

212-661-9100

Name

Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1)

Attn: Michael Barrocas, Esq.

Address (line 2)

230 Park Avenue, 28<sup>th</sup> Floor

Address (line 3)

New York, NY 10169

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

**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)**

SEE EXHIBIT A ANNEXED HERETO

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| <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"/> |

**Registration Number(s)**

SEE EXHIBIT A ANNEXED HERETO

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

**Number of Properties**

Enter the total number of properties involved.

#

3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$90.00

Method of Payment:

Enclosed x  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.

Todd Weil

Name of Person Signing

Signature

Date

**EXHIBIT A**

**LIST OF TRADEMARKS**

| <b>TRADEMARK</b> | <b>APPLICATION NUMBER</b> |
|------------------|---------------------------|
| Soap 'N Spray    | 2,297,090                 |
| Softtouch        | 2,325,795                 |
| Spray Sensation  | 1,824,318                 |

**FIRST AMENDMENT  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, made as of this 5<sup>th</sup> day of JULY, 2001, by and between WAXMAN CONSUMER PRODUCTS GROUP INC., a Delaware corporation ("Debtor"), with its chief executive office at 24455 Aurora Road, Bedford Heights, Ohio 44146 and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036. Unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement (as defined below) shall have the meaning given to such terms in the Trademark Security Agreement.

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated June 17, 1999 (the "Trademark Security Agreement");

WHEREAS, Debtor has filed additional applications for, or has registered, certain trademarks with the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this agreement conflicts with any term or provision of the Loan Agreement, the term or provision from the Loan Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

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

WAXMAN CONSUMER PRODUCTS  
GROUP INC.

By:

*Mark W. [unclear]*

Title:

*Treasurer / Secretary*

CONGRESS FINANCIAL CORPORATION

By:

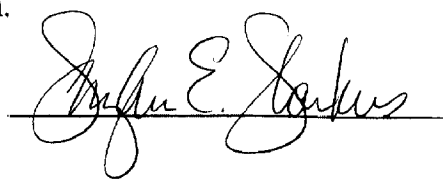
*Cindy B. [unclear]*

Title:

*VP*

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA ) ss.:

On this 5th day of JULY, 2001, before me personally came MARK WESTER <sup>TREASURER/SECRETARY</sup> to me known, who being duly sworn, did depose and say, that he/she is the   of WAXMAN CONSUMER PRODUCTS GROUP INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

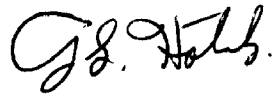


Notary Public

**Suzanne Sharkus, Notary Public**  
State of Ohio - Cuya. Cty  
My Commission Exp. 3-23-2002

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

On this 10 day of JULY, 2001, before me personally came  , to me known, who being duly sworn, did depose and say, that ~~he~~/she is the   of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that ~~he~~/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public  


AMY NOTALING  
NOTARY PUBLIC, State of New York  
#4882066 Qualified in New York County  
Commission Expires June 23, 2002

**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

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