

11-21-2001



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11-13-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #01

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

AL PHILLIPS THE CLEANER, INC.

11-13-01

2. Name and Address of Party(ies) receiving an interest:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
Four Embarcadero Center, Suite 2700
San Francisco, California 94111-4180

- Individual(s)
- General Partnership
- Corporation - Nevada
- Other
- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation
- Other - New Jersey Mutual Insurance Company
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Execution Date: October 1, 2001

4. Application number(s) or registration number(s). Additional sheet attached? Yes X No

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 886,504; 889,861; 1,319,881

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

Name: Luke Weedon, Esq.
Baker Botts L. L.P.
Address: 2001 Ross Avenue, Suite 600
City: Dallas
State: Texas Zip: 75201-2980

6. Number of applications and registrations involved: Three (3)

7. Amount of fee enclosed or authorized to be charged: \$90.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

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.

Luke Weedon
Name of Person Signing

Luke Weedon
Signature

11/12/01
Date

Total number of pages including cover sheet

4

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information:

11/20/2001 LNUELLER 00000065 886504

Commissioner of Patent and Trademarks
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02 FC:482

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

October 1, 2001

Pursuant to a Security Agreement (the "**Security Agreement**"), dated as of September 30, 2001, Al Phillips The Cleaner, Inc., a Nevada corporation ("**Grantor**"), whose address is 3250 W. Ali Baba Lane, Suites C-F, Las Vegas, Nevada 89118, as assignor, hereby grants and assigns to The Prudential Insurance Company of America, as Collateral Agent, whose address is Four Embarcadero Center, Suite 2700, San Francisco, California 94111-4180, Attention: Managing Director, as assignee, a continuing security interest in and a continuing lien upon, all trademarks and service marks, registrations and applications for registration now owned or hereafter acquired by Grantor, together with the goodwill associated therewith (the "**Goodwill**"), including without limitation the below listed registrations and applications for registration:

Registrations

<u>Registration Number</u>	<u>Jurisdiction of Registration</u>	<u>Issue Date</u>	<u>Mark</u>
1319881	United States of America	February 12, 1985	HOW DO WE DO IT ALL? IT'S EASY, WHEN YOU KNOW YOUR BUSINESS.
886,504	United States of America	February 17, 1970	AL PHILLIPS THE CLEANER (design only)
889,861	United States of America	April 21, 1970	AL PHILLIPS THE CLEANER

The Collateral Agent's security interest in the trademarks, service marks, registrations, applications for registration and Goodwill can be terminated only in accordance with the terms of the Security Agreement.

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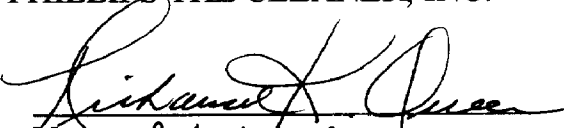


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IN WITNESS WHEREOF, this Assignment has been duly executed and delivered as of the date and year first above written.

AL PHILLIPS THE CLEANER, INC.

By: 
Name: Richard K. Queen
Title: Executive Vice President

ACKNOWLEDGMENT:

STATE OF CALIFORNIA

COUNTY OF Santa Clara

On this 1st day of October, 2001 before me, a Notary Public for the State and County aforesaid, came Richard K. Queen, to me known and known to be the Chief Operating Officer of Al Phillips The Cleaner, Inc., a Nevada corporation, and he acknowledged to me that he executed the foregoing Assignment pursuant to authority duly vested in him by said corporation.

Yvette M. Toland
Notary Public

