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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102004078

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

1. Name of conveying party(ies): Coverall North America, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation Internal Address: Street Address: 500 West Monroe Street City: Chicago State: IL Zip: 60661 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State New York [] Other

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement (Trademark) [] Change of Name [] Other Execution Date: October 27, 2000

02-05-2002 U.S. Patent & TMO/TM Mail Rpt Dt. #34 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 number(s): A. Trademark Application No.(s) 76/131,361 75/858,806 Additional number(s) attached [] Yes [x] No

B. Trademark Registration No.(s) 2,337,703

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Galina A. Krasilovsky Kirman, Esq. Internal Address: Winston & Strawn Street Address: 200 Park Avenue City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 [] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 501-814

DO NOT USE THIS SPACE

9. Signature. 03/05/2002 DBYRNE 00000024 501814 76131361 Galina A. Krasilovsky Kirman Name of Person Signing

Signature

February 5, 2002 Date

01 FC:481 02 FC:482

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002454 FRAME: 0455

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2000, by COVERALL NORTH AMERICA, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 "Trademark Collateral"):

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

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

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

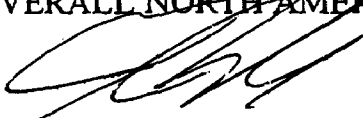
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

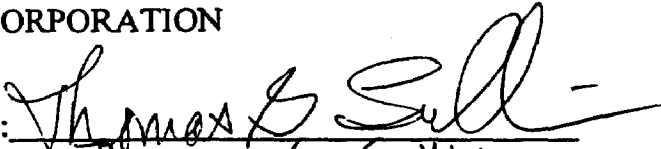
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COVERALL NORTH AMERICA, INC.

By: 
Name: William Mueller
Title: CFO, VP & Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Thomas G. Sullivan
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

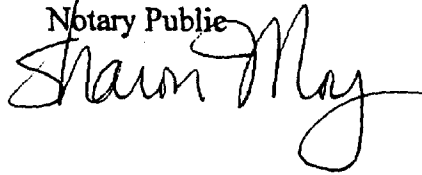
STATE OF Illinois)

COUNTY OF Cook)

ss.

On this 27th day of October, 2000 before me personally appeared William Mueller, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Coverall North America, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



**Coverall North America, Inc.
Trademark Security Agreement**

Schedule I

1. See Appendix 3.15-1.
2. See Appendix 3.15-2.

Coverall North America, Inc. Service Marks Registered on the Principal Register of The United States Patent and Trademark Office			
Service Mark:	Registration Number	Date Registered	Class Number
Coverall [®]	2,178,521	August 4, 1998	37
Coverall Cleaning Concepts [®]	2,075,333	July 1, 1997	37
The Art And Science Of Cleaning [®]	1,991,930	August 6, 1996	37
The Art And Science Of Cleaning [®]	1,931,173	October 31, 1995	35
Making Your World A Cleaner Place [®]	2,155,399	May 5, 1998	37
When It Has to be Absolutely Clean [®]	2,182,697	August 18, 1998	37
Customers for Life [®]	2,204,464	November 17, 1998	37

76/077,870 SINGLE SOURCE ...

75/765,776 Power Pro

75/765,776 Power Pro & Design

- Coverall Cleaning Concepts Sparkle Design ; Registration Number 2, 337, 703;
Date Registered April 4, 2000
Class Number 37
- Power Pro & Design ; Application Number 76/131361
Filing Date 19-Sept-2000
- Single Source ; Application Number 75/858806
Filing Date 29-Nov-1999

STATE	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION		DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)	
Alabama	04-11-88	103585	03-18-98	
Arizona	08-14-95	036074	—	
Arkansas	04-05-88	105-88	03-18-98	
California	12-13-83	18309	12-13-93	
Colorado	08-08-86	T31345	08-08-96	
Connecticut	02-27-89	7459	02-25-99	
Delaware	06-06-95	N/A	—	
Florida	08-20-86	T05649	08-20-96	
Georgia	07-30-93	S-12864 and S-12866	—	
Hawaii	09-03-96	198495	09-03-97	208956
Idaho	04-05-88	12305	03-03-98	
Illinois	09-22-86	59011	09-22-96	
Iowa	04-14-88	8811	03-16-98	W00175248
Kansas	10-29-86	N/A	10-29-96	
Kentucky	04-26-88	08181	03-27-98	11369
Louisiana	10-27-86	44-2099	10-27-96	
Maine	04-05-88	19880248M	03-09-98	
Maryland	10-06-86	1996/00041	10-06-96	
Massachusetts	11-03-86	39175	11-03-96	
Michigan	10-29-85	M48-053	10-29-96	
Minnesota	08-30-89	15078	04-28-99	
Mississippi	11-19-86	N/A	11-19-96	
Missouri	08-14-85	S8770	08-14-95	
Montana	04-05-88	114(15)-15245	03-09-98	T114(15)-19778
Nebraska	04-06-88	87786	03-16-98	986
Nevada	11-04-86	U004149	11-04-96	
New Hampshire	10-27-86	N/A	10-28-96	
New Jersey	07-11-89	N/A	07-01-99	8659
New Mexico	06-15-95	TK95061503	—	
New York	10-31-86	S-15281	10-31-96	
North Carolina	02-27-89	T-8001	02-27-99	

STATE	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION		DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)	
North Dakota	04-05-88	2884	11-17-98	4534900
Ohio	10-05-87	SM64664	10-05-97	
Oklahoma	10-27-86	28197	10-27-96	
Oregon	11-13-86	S-21215	11-13-96	
Pennsylvania	04-01-88 06-02-97	1031662 2758406	—	
Rhode Island	03-17-88	88-3-12	03-17-98	
South Carolina	10-28-86	N/A	10-28-96	
South Dakota	04-05-88	N/A	03-05-98	42
Tennessee	12-10-86	N/A	12-10-96	
Texas	04-25-88	48372	03-25-98	48372
Utah	05-22-95	035618	—	
Virginia	09-25-86	N/A	09-25-96	
Washington	07-14-86	16607	04-01-96	
West Virginia	04-06-88	N/A	—	
Wisconsin	12-25-91	N/A	—	
Wyoming	04-05-88	88247586	02-19-98	76809