| n3- | 12-2002 |
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| Form PTO-1594 REC (Rev. 03/01) T | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office |
| To the Honorable Commissioner of Patents and Trademarks: F | |
| To the Honorable Commissioner of Patents and Trademarks: F 1. Name of conveying party(ies): First Union National Bank Individual(s) General Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment Security Agreement Change of Name | 2. Name and address of receiving party(ies) Name:_AFA Products, Inc. Internal Address: |
| Other Release of Security Interest in Execution Date: October 16, 2000 Trademarks 4. Application number(s) or registration number(s): A. Trademark Application No.(s) | 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 B. Trademark Registration No.(s) See Attachment |
| Additional number(s) att | 79 ~3 |
| 5. Name and address of party to whom correspondence Return To National Corporate Research, LTD. 225 W. 34th St., Suite 910 New York, N.Y. 10122 (800) 221-0102 (212) 947-7200 | 6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41) |
| 9. Signature. | ETHIS SPACE O3/06/2002 |
| Name of Person Signifig Total number of pages including of | Signature over sheet, attachments, and document: th required cover sheet information to: Trademarks, Box Assignments |
| \ Campleeigner of Patent of | Trademarks, Box Assignments on, D.C. 20231 4 4 8 5 1 |

AFA Products Inc. (Delaware Corporation) D/B/A The AFA Corporation 135 Pine Street Forest City, NC 28043

U.S. Trademarks

Registered Trademarks

| Market Market Control | A Regavorate | RegaDate - |
|-----------------------|--------------|------------|
| ECOSPRAYER | 2,063,559 | 5/20/97 |
| AFA and Design | 1,683,819 | 4/21/92 |
| AFA | 1,682,985 | 4/14/92 |
| AFA | 1,644,982 | 5/21/91 |
| Miscellaneous design | 1,666,455 | 12/3/91 |
| Miscellaneous design | 1,670,981 | 1/7/92 |
| Miscellaneous design | 1,670,980 | 1/7/92 |
| AFA and Design | 1,623,325 | 11/20/90 |
| Miscellaneous design | 1,640,249 | 4/9/91 |
| Miscellaneous design | 1,637,413 | 3/12/91 |
| Miscellaneous design | 1,634,662 | 2/12/91 |
| FOGMASTER TRI-JET | 1,410,213 | 9/23/86 |

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Agreement, dated as of October 16, 2000 between AFA Products, Inc., a Delaware corporation (the "Obligor") and First Union National Bank, a national banking association, the lender, (the "Secured Party").

WHEREAS, the Obligor, its parent, Indesco International, Inc., and its affiliate, Continental Sprayers International, Inc. (collectively, the "Borrower") and the Secured Party entered into that certain Loan and Security Agreement dated as of September 29, 1998, between the Borrower and the Secured Party, as amended from time to time (the "Loan Agreement"), pursuant to which the Secured Party extended credit to the Borrowers; and

WHEREAS, pursuant to the Loan Agreement, in order to secure the payment, performance and observance of the Borrower's obligations to the Secured Party, the Borrower granted the Secured Party a security interest in all the Borrower's intellectual property, including but not limited to the Trademark Collateral (as defined below); and

WHEREAS, the Borrower has requested that the Secured Party release its security interest in the Trademark Collateral in connection with the termination of the Loan Agreement.

NOW, THEREFORE, in order to induce the Secured Party to release its security interest in the Trademark Collateral and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Secured Party agree as follows:

- 1. Pursuant to the Loan Agreement the Borrower has granted to the Secured Party a security interest in, among other things, the following "Trademark Collateral": all trademarks, trademark applications, all whether now or hereafter owned by the Borrower, and all goodwill appurtenant to, associated with or symbolized by any of the foregoing, all in accordance with the terms and conditions of the Loan Agreement.
- 2. The Secured Party hereby releases its security interest in the Trademark Collateral including, without limitation, those trademarks listed in <u>Exhibit A</u> attached hereto (the "Released Collateral").

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AFA PRODUCTS, INC.

| By: | |
|--------|--|
| Name: | |
| Title: | |

FIRST UNION NATIONAL BANK

By: Name: / Jo

Title: 1/VICE PRESIDENT

#110351

RECORDED: 03/12/2002