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03-22-2002



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

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

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

1. Name of conveying party(ies):

Continental Sprayers International, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 3/15/02

2. Name and address of receiving party(ies)

Name: The CIT Group/Business Credit, Inc. as Agent for the Lenders

Internal Address:

Street Address: 1211 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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 number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attachment

Additional number(s) attached Yes No

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

Return To National Corporate Research, LTD. 225 W. 34th St., Suite 910 New York, N.Y. 10122 (800) 221-0102 (212) 947-7200

Street Address:

City: New York State: NY Zip: 10177

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41):

390.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Lisa Terminiello

Name of Person Signing

Lisa Terminiello

Signature

3/15/02

Date

Total number of pages including cover sheet, attachments, and document: 8

03/25/2002 GT0N11 00000073 1967699

01 FC:481 02 FC:482

40.00 OP 350.00 OP

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

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TRADEMARK REEL: 002466 FRAME: 0803

SCHEDULE A

Continental Sprayers International, Inc.

U.S. TRADEMARKS

Registered Trademarks

Mark	Registration No.	Registration Date
Miscellaneous Design	1,967,699	4/16/96
Miscellaneous Design	1,969,255	4/23/96
Miscellaneous Design	1,817,743	1/25/94
Miscellaneous Design	1,817,742	1/25/94
Miscellaneous Design	1,817,741	1/25/94
Miscellaneous Design	1,967,699	4/16/96
Miscellaneous Design	1,969,255	4/23/96
Miscellaneous Design	1,817,744	1/25/94
Miscellaneous Design	1,817,743	1/25/94
Miscellaneous Design	1,817,742	1/25/94
Miscellaneous Design	1,817,741	1/25/94

Pending Applications

Mark	Serial No.	Filing Date
Squeezepak	75-776,944	8/16/99
Triggerpak	75-776,934	8/16/99
Lotionpak	75-768,657	8/5/99
Luxor	75-507,258	6/23/98

NOTICE OF ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, CONTINENTAL SPRAYERS INTERNATIONAL, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated as of March 11, 2002 (the "Security Agreement") in favor of The CIT Group/Business Credit, Inc. (the "Assignee") as agent for the lenders;

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Notwithstanding anything in this Agreement to the contrary, the Assignee acknowledges and agrees that, unless and until an Event of Default has occurred and is continuing, this Agreement shall constitute a collateral assignment, and not an absolute assignment, of the Assignor's right, title and interest in the Trademark Collateral.

IN WITNESS WHEREOF, the Assignor has caused this Notice of Assignment for Security to be duly executed by its officer thereunto duly authorized as of March 11, 2002.

CONTINENTAL SPRAYERS
INTERNATIONAL, INC.

By: W. Schmitt
Name: W. Schmitt
Title: CFO

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

On this 11th day of March __, 2002, before me personally came William Schult, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the Chief Financial Officer of CONTINENTAL SPRAYERS INTERNATIONAL, INC. a Delaware corporation, and that he/she executed the foregoing instrument in the firm name of CONTINENTAL SPRAYERS INTERNATIONAL, INC., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Allyson Kasetta
Notary Public

ALLYSON M. KASSETTA
Notary Public, State of New York
No. 01KA6063872
Qualified in New York County
Commission Expires Sept. 10, 2005