

4/16/02

04-29-2002

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

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

Tab settings

102071960

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

1. Name of conveying party(ies):

Waxman Consumer Products Group, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 02/13/02

2. Name and address of receiving party(ies)

Name: PNC Agent National Association

Internal Address: One PNC Plaza, 6th Floor

Street Address: 249 Fifth Avenue

City: Pittsburg State: PA Zip: 15222

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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) 76/163036
76/306731

B. Trademark Registration No.(s) 1,919,552,
1,273,209, 2,488,196, 955,608,

Additional number(s) attached Yes No

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

Name: Monica S. Verma

Internal Address:

Street Address: Baker & Hostetler LLP,
3200 National City Cntr., 1900 E. 9th St.

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 3.41).....\$ 765

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-0396

DO NOT USE THIS SPACE

9. Signature.

Monica S. Verma

Name of Person Signing

Signature

04/16/02

Date

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

8

04/26/2002 LINDSEY 00000304 76163036

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

01 FC:481
02 FC:482

40.00 OP
725.00 OP

TRADEMARK
REEL: 002494 FRAME: 0036

ADDITIONAL TRADEMARK REGISTRATION NUMBERS**(continued from Section 4 of the Recordation Form Cover Sheet)**

1,381,133	1,371,198
1,937,500	1,972,824
1,370,944	1,889,662
511,617	
885,724	
959,654	
1,831,762	
2,075,697	
1,795,479	
1,875,057	
1,886,911	
1,887,159	
1,892,056	
1,551,011	
1,822,584	
2,297,090	
2,325,795	
1,824,318	
1,988,909	
1,879,427	
1,914,503	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

1. As used herein:

1.1. "Agent" means PNC Bank, National Association, as Agent under the Credit Agreement.

1.2. "Borrower" means, collectively, Waxman Industries, Inc., Waxman Consumer Products Group Inc., Waxman USA Inc. and WAMI Sales, Inc.

1.3. "Collateral" means all trademarks, registered or unregistered, of Pledgor, including but not limited to those listed on Exhibit A hereto, and each thereof; and all variations thereof, whether now or hereafter existing and whether now or hereafter existing and whether designated as a trade name, trademark or service mark, all modifications thereto, all applications therefore, if any, all proceeds thereof (including license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto, and the good will of each business to which they relate.

1.4. "Credit Agreement" means the Revolving Credit, Term Loan and Security Agreement between Borrower, Agent and the Lenders thereunder, dated as of the date hereof, pursuant to which Agent and the Lenders have established revolving credit and term loan facilities, together with every future supplement or other amendment, if any, to that agreement.

1.5. "Event of Default" means an "Event of Default" (as defined in the Credit Agreement) or a breach of or default under this Agreement.

1.6. "Pledgor" means Waxman Consumer Products Group Inc., a Delaware corporation.

1.7. Capitalized terms used in this Security Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Pledgor requests that Lenders grant loans to Borrower pursuant to the Credit Agreement and to grant such other financial accommodations to Borrower as Borrower may from time to time request and as Agent in each case may be willing to grant. In consideration thereof and for other valuable considerations, Pledgor hereby grants Agent a security interest in the Collateral and, subject to the terms and conditions of this Agreement, hereby assigns to Agent all right, title and interest in and to the Collateral, as security for Borrower's Obligations to Lenders. The foregoing assignment shall be effective only upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, Pledgor shall, at its cost, promptly execute and deliver all further agreements, assignments, certificates, instruments and documents, and perform such other actions, including without limitation, making any filing or declaration with any governmental office or authority, domestic or foreign, as Agent may request in order to transfer all right, title and interest in and to the Collateral to Agent.

3. Pledgor represents and warrants to Agent as follows:

3.1. Pledgor owns all right, title and interest in and to the Collateral and holds the Collateral free from any equity, security interest, lien or restriction whatever and no one else (other than Agent by reason of this Security Agreement) has, or to Pledgor's knowledge claims to have, any right, title or interest of any kind in or to the Collateral.

3.2. The Collateral has been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable and, to the best of Pledgor's knowledge, the Collateral is valid and enforceable.

3.3. The security interest herein conferred upon Agent constitutes the first and paramount lien upon the Collateral, and, to Pledgor's knowledge, no claim has been made that the use of any of the trademarks does or may violate the rights of any third person.

3.4. Pledgor has used proper statutory notice in connection with its use of the Collateral and has used consistent standards of quality in its distribution or other treatment of products sold relating to or under the Collateral.

4. Pledgor has and will comply with all trademark marks requirements specified by 15 U.S.C. §1111 in all material respects. Pledgor covenants and agrees with Agent to use proper statutory notice in connection with the Collateral and to use consistent standards of quality in its distribution or other treatment of products, and commensurate with acceptable industry standards, sold under or relating to the Collateral. Pledgor grants to Agent and its employees and agents the right, as provided in the Credit Agreement, to inspect Pledgor's plants and facilities which manufacture, to inspect or store products sold under relating to or under any Collateral, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Pledgor shall do any and all acts required by Agent to ensure Pledgor's compliance with the foregoing.

5. Pledgor shall not enter into any agreement which is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense in, the Collateral, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Pledgor will indemnify Agent and each Lender and hold it harmless against third parties for any cause of action, loss, liability, or expense arising from or relating to the Collateral, except to the extent that any of the foregoing arises out of the bad faith or willful misconduct of the party being indemnified.

7. Pledgor irrevocably authorizes and empowers Agent, upon an Event of Default, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, or any interest which the Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all expenses actually incurred by Agent (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Notice of any sale or other disposition of Borrower shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other

disposition of the Collateral is to be made, which Pledgor agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is waived and released.

8. At such time as Borrower shall completely pay all of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, reasonably incurred by Agent, including the reasonable attorney's fees and expenses incurred in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations.

10. Pledgor shall have the duty to prosecute diligently any Collateral applications of the Collateral pending as of the date of this Agreement or thereafter and not abandoned until the Obligations shall have been paid in full, to make federal application on registerable but unregistered Collateral, to file and prosecute opposition and cancellation proceedings, to file for renewals, and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Collateral. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. The Pledgor shall not abandon any Collateral without the consent of the Agent, which consent shall not be unreasonably withheld; provided, that, Pledgor may abandon any Collateral so long as (i) any such Collateral has not been used for a period of three months, and (ii) any such Collateral shall not otherwise be material to the business of Pledgor.

11. Pledgor shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorney's fees, incurred by Agent in the fulfillment of the provisions of this section.

12. Upon an Event of Default, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Pledgor ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Pledgor fails to comply with any of its obligations hereunder, Agent may do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all expenses, including reasonable attorney's fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Pledgor will execute any agreements deemed reasonably necessary by Agent to secure or perfect Agent's claim to or interest in the Collateral, in whole or part.

15. No course of dealing between Pledgor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. The rights and remedies specified or referred to in this Agreement are in addition to any other rights and remedies that Agent may otherwise have or acquire by operation of law, by other contract or otherwise. The provisions of this Agreement, and the respective rights and duties of Pledgor and Agent hereunder, shall be interpreted and determined in accordance with Ohio law, without regard to principles of conflict of laws. If at any time one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

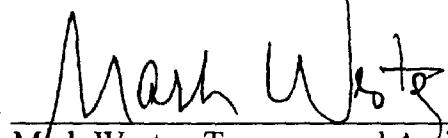
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18. PLEDGOR WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BANK AND PLEDGOR, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY BANK'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY PLEDGOR TO BANK OR LENDERS.

Executed and delivered at Cleveland, Ohio as of the 13th day of February, 2002.

WAXMAN CONSUMER PRODUCTS
GROUP INC.

By:


Mark Wester, Treasurer and Assistant
Secretary

Address: 24460 Aurora Road
Bedford Heights, Ohio 44146

EXHIBIT A
TRADEMARKS

Trademarks	Serial No./Registration Number	Filing/Reg. Date	Expiration Date	Attorney
E-Z CASTER.....	76/163036	11/13/2000		
BODY MOODS	76/306731	08/29/2001		
AquaLife®	1,919,552	09/19/1995	09/19/2005	WHFH
Designer Bathware®.....	1,273,209	04/03/1984	04/03/2004	WHFH
Durabright®	2,488,196	09/11/2001	09/11/2011	WHFH
ElectraCraft®	955,608	03/20/1973	03/20/2003	WHFH
FanCraft®	1,381,133	02/04/1986	02/04/2006	WHFH
Floor King®.....	1,937,500	11/21/1995	11/21/2005	WHFH
KF®	1,370,944	11/19/1985	11/19/2005	WHFH
KF® (Canada).....	511,617	05/07/1999	05/07/2014	WHFH
Mr. Flapper®	885,724	02/10/1970	05/05/2010	WHFH
Plumbcraft®.....	959,654	05/29/1973	05/29/2003	WHFH
Plumber's Choice®.....	1,831,762	04/19/1994	04/19/2004	WHFH
Plumber's Choice®.....	2,075,697	07/01/1997	07/01/2007	WHFH
Plumb King®	1,795,479	09/28/1993	09/28/2003	WHFH
Plumblin®	1,875,057	01/24/1995	01/24/2005	WHFH ⁽¹⁾
Plumblin®	1,886,911	04/04/1995	04/04/2005	WHFH ⁽¹⁾
Plumblin®	1,887,159	04/04/1995	04/04/2005	WHFH ⁽¹⁾
Plumblin®	1,892,056	05/02/1995	05/02/2005	WHFH ⁽¹⁾
Project Helpers®.....	1,551,011	08/08/1989	08/08/2009	WHFH
Silent Sam®	1,822,584	02/22/1994	02/22/2004	WHFH
SOAP 'N SPRAY®	2,297,090	11/30/1999	11/30/2009	VD&Y
SOFTTOUCH®	2,325,795	03/07/2000	03/07/2010	WHFH
Spray Sensations®	1,824,318	03/01/1994	03/01/2004	WHFH
Super Sliders®	1,988,909	07/23/1996	07/23/2006	WHFH
The Do-It-Yourself-People®	1,879,427	02/21/1995	02/21/2005	WHFH
The Do-It-Yourself-People®	1,914,503	08/29/1995	08/29/2005	WHFH
The Do-It-Yourself-People®	1,889,622	04/18/1995	04/18/2005	WHFH
Ultimo®	1,371,198	11/19/1985	11/19/2005	WHFH
WAMI®	1,972,824	05/07/1996	05/07/2006	WHFH

⁽¹⁾ Company does not expect to apply for renewal.
VD&Y- Vickers, Daniels & Young (216) 623-0040

WHFH- Watts, Hoffman, Fisher & Heinke Co., L.P.A. (216) 241-6700