4/23/02

05-13-2002

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

RECORDATI
TRADE ONLY

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Professional Chemicals Corporation

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other Arizona

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

2. Name and address of receiving party(ies)
Name: Fleet National Bank, as Agent
Internal Address:
Street Address: 100 Federal Street
City: Boston State: MA Zip: 02110

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other national bank

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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 03/28/2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,216,734
2,032,847

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Eleanor Coleman
Internal Address: c/o Goulston & Storrs
Street Address: 400 Atlantic Avenue
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....$ 415

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

OFFICE OF PUBLIC RECORDS
2002 APR 23 PM 1:11
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Eleanor Coleman — Name of Person Signing
Eleanor Coleman — Signature
April 11, 2002 — Date

Total number of pages including cover sheet, attachments, and document: 19

05/10/2002 TDIAZ1 00000197 2216734
01 FC:481 40.00 OP
02 FC:482 375.00 OP

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

CONTINUATION SHEET

Continuation of Item No. 4

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1,981,966 1,840,249 1,655,198 1,514,205 1,392,835 1,337,494 1,372,049 1,207,530 1,163,290 1,162,475 880,609 2,491,479 2,489,280 1,514,205

PATENT AND TRADEMARK ASSIGNMENT
AND SECURITY AGREEMENT

PATENT AND TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT ("Agreement") by and between Professional Chemicals Corporation ("Company") and Fleet National Bank, as agent ("Agent") for the Banks and the Agent under (and each as defined in) that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of April 18, 2000 (as amended and in effect from time to time, the "Loan Agreement"), among the Company, Windsor Industries, Inc. ("Windsor"), Century 400, Inc. ("Century 400"), Professional Equipment Acceptance Corporation ("PEAC") and, as of the Joinder Date (as defined in the Loan Agreement), the T&G Entities (as defined in the Loan Agreement) (Windsor, Century 400, the Company, PEAC and, as of the Joinder Date, the T&G Entities, collectively the "Borrower"), the Banks and the Agent.

WHEREAS, in connection with the Loan Agreement, the Company and the Agent entered into a Patent and Trademark Security Agreement of even date therewith, a copy of which is attached hereto as Exhibit 1 (the "PTSA"), whereby the Company granted to the Agent a security interest in all Patents and all Trademarks of the Borrower;

WHEREAS, in entering into the PTSA, the parties did not intend that the Company would grant a present assignment of Patents and Trademarks to the Agent, but rather that the Company would conditionally assign the Patents and Trademarks to the Agent and that such assignment would become effective upon the occurrence and during the continuation of an Event of Default, at which time the Secured Party could use, sell, and otherwise exercise control over the Patents and Trademarks;

WHEREAS, on May 16, 2000, the PTSA was recorded against the Trademarks (including applications and registrations) with the Assignment Division of the U.S. Patent and Trademark Office ("PTO"), but inadvertently was erroneously recorded as an "Assignment" rather than as a "Security Interest" (see Reel 002073, Frame 0386);

WHEREAS, on September 28, 2000, the Agent attempted to correct the PTO's records by recording a "Corrective Document" so that the PTSA would be properly recorded as a "Security Interest" (see Reel 002149, Frame 0305), but at least two registrations based on applications among the Trademarks were subsequently issued to the Agent, rather than to the Company, in contravention of the parties' intent;

WHEREAS, the Company and the Agent, on behalf of themselves and on behalf of the Borrower and the Secured Party, as the case may be, desire to correct the PTO's records concerning ownership of and security interests in the Patents and Trademarks, and believe that the clearest way to do so is for the Agent to assign all of the Patents and Trademarks back to the Company and for the Company to grant a new security interest in the Patents and Trademarks to the Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein have the meanings given to such terms in the Loan Agreement or the PTSA.

2. Assignment. Contingent upon the granting of the Security Interest pursuant to Section 3 below, the Agent hereby assigns to the Company all of the Patents and all of the Trademarks, as each is defined in the PTSA.

3. Security Interest. Effective immediately upon the assignment to the Company of the Patents and Trademarks pursuant to Section 2 above, the Company hereby grants, assigns and conveys to the Agent, in its capacity as agent for the Secured Party, a security interest in all of the Patents and all of the Trademarks on the same terms as provided in the PTSA.

4. Parties' Intent. Each of the Company and the Agent represents, warrants, and agrees on behalf of itself and each other Borrower or Bank, as the case may be, that the sole purpose of the transactions contemplated by this Agreement is to correct the records of the PTO with respect to ownership of and security interests in the Patents and Trademarks and that no modification of the PTSA or any of the parties' rights therein is intended to be or shall be effectuated by this Agreement. The parties further intend (a) that the security interest granted to the Secured Party hereunder shall be construed merely as a confirmation and continuation of the security interest originally granted to the Secured Party under the PTSA, (b) that the perfection of such security interest shall not have been interrupted as a result of the transactions contemplated hereby, and (c) that no third party shall have acquired any priority as against the Secured Party as a result of the transactions contemplated hereby. Accordingly, this Agreement shall be deemed to be effective nunc pro tunc as of April 18, 2000, notwithstanding the execution date set forth below.

5. Further Assurances. The Company and the Agent shall promptly execute any other documents and take any other action that may reasonably be required from time to time to effectuate the transactions contemplated by this Agreement.

6. Miscellaneous. This Agreement expresses the entire understanding of the parties concerning its subject matter and supersedes any and all previous communications by and between the parties, whether oral or written. This Agreement shall be binding upon the parties, their successors and assigns, and all entities controlled by or controlling them, and may not be modified except by a written instrument signed by both parties. This agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles thereof.

IN WITNESS WHEREOF, the Company and the Agent have caused this Agreement to be executed by their duly authorized officers as of this 28th day of March, 2002.

PROFESSIONAL CHEMICALS CORPORATION

By: _____
Its President
Hereunto duly authorized

Accepted:

FLEET NATIONAL BANK, as Agent

By: _____
Its _____
Hereunto duly authorized

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Then personally appeared the above-named James R. Roden who being duly sworn stated that he is the President of and acknowledged the foregoing instrument to be the free act and deed of Professional Chemicals Corporation, before me, this 28th day of March, 2002.

PATRICIA EVANS
Notary Public - Arizona
Maricopa County
My Comm. Expires Jul 31, 2005

_____
Notary Public
My commission expires: 7/31/2005

Exhibit 1-

PROFESSIONAL CHEMICALS CORPORATION

PATENT AND TRADEMARK SECURITY AGREEMENT

PROFESSIONAL CHEMICALS CORPORATION (the "Company"), an Arizona corporation having its principal place of business and chief executive offices at 325 South Price Road, Chandler, Arizona 85224 hereby grants, assigns and conveys to FLEET NATIONAL BANK, a national bank with an office at 100 Federal Street, Boston, Massachusetts 02110, in its capacity as agent (the "Agent") for the Banks and the Agent under (and each as defined in) the Loan Agreement (as hereinafter defined), for the ratable benefit of the Agent and the Banks, to secure the obligations of the Borrower (as hereinafter defined) under that certain Amended and Restated Revolving Credit and Term Loan Agreement of even date herewith (as amended and in effect from time to time, the "Loan Agreement"), among the Company, Windsor Industries, Inc. ("Windsor"), Century 400, Inc. ("Century 400"), Professional Equipment Acceptance Corporation ("PEAC") and, as of the Joinder Date (as defined in the Loan Agreement), the T&G Entities (as defined in the Loan Agreement) (Windsor, Century 400, the Company, PEAC and, as of the Joinder Date, the T&G Entities, collectively the "Borrower") the Banks and the Agent (the Agent, together with its successors and assigns, being herein sometimes called the "Secured Party"), and the payment and performance of all other Obligations under (and as defined in) the Loan Agreement, a security interest in all patents and patent applications listed on Schedule A hereto, together with all foreign patents, trademarks and other properties corresponding thereto, to the extent not already listed on such Schedule A, and all patents and all reissues and extensions thereof, which issue or have issued in any country or jurisdiction upon any patent applications which correspond with any of such applications or patents or any divisional, continuation or continuation-in-part thereof, including, without limitation, the right to sue for past, present and future infringements, and proceeds of the foregoing, including, but not limited to, proceeds of licensing (collectively, the "Patents"), and all trademarks and service marks and United States, state and foreign registrations thereof, and applications therefor that are listed on Schedule B hereto or that correspond with any marks therein listed and all foreign patents, trademarks or other properties that correspond thereto, to the extent not already listed on such Schedule B, together with the goodwill of the business with which the foregoing trademarks and service marks are used and the right to sue for past, present and future infringements of rights in such trademarks and service marks and all renewals thereof, and all proceeds of the foregoing including, but not limited to, proceeds of licensing (collectively, the "Trademarks") (all terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement).

The Company represents and warrants to and agrees with the Secured Party as follows:

TRADEMARK
REEL: 002503 FRAME: 0384

1. The Company is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to each of the Patents and Trademarks, free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance including, without limitation, licenses, shop rights (with regard to the Patents) and covenants not to sue, except the security interest herein granted.

2. As of the date hereof, each of the Patents and Trademarks listed on Schedules A and B is valid and enforceable, and they constitute all patents, patent applications, trademarks and service marks now owned or used by the Company. In addition, the only Patents and Trademarks listed on Schedules A and B that are material to the Company's business or prospects are marked with an asterisk.

3. The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

4. The execution, delivery and performance of this Agreement are within the power of the Company and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which the Company is a party or by which any of its property is bound.

5. The Company shall defend the Patents and Trademarks against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party. Until the Obligations shall have been satisfied in full, the Company shall not pledge, mortgage or create or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of, the Patents and Trademarks, without the Secured Party's prior consent.

6. The Company shall promptly apply for and obtain all renewals or extensions of the Patents and Trademarks to the full extent permitted by law except to the extent, in the Company's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to the Company or its operations. If, before all Obligations have been satisfied in full, the Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application, patent for any reissue, or of any patent improvement, or if the Company develops any new trademark or service mark, the Company shall give the Secured Party prompt written notice of all such patents, trademarks, service marks, extensions and renewals, and the provisions of this Agreement shall apply thereto. The Company authorizes the Secured Party to modify this Agreement by amending Schedule A and Schedule B to include any new patents, any divisions, continuations, renewals, extensions, continuations-in-part on any patent, and any new trademark or service mark, and any trademark renewal of the Company applied for and obtained hereafter.

7. The Company shall promptly notify the Secured Party of the institution of, and any adverse determination in, any proceeding in the United States Patent and

Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Company's claim of ownership in any of the Patents and Trademarks which could have a material adverse effect on the Company. In the event of any material infringement of any of the Patents or Trademarks by a third party, the Company shall promptly notify the Secured Party of such infringement and shall take all reasonably necessary actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after an Event of Default, such action as the Secured Party deems reasonably necessary. If the Company shall fail to take such action within three (3) months after such notice is given to the Secured Party, the Secured Party may upon notice to the Company, but shall not be required to, itself take such action in the name of the Company, and the Company hereby appoints the Secured Party the true and lawful attorney of the Company, for it and in its name, place and stead, on behalf of the Company, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to the Company, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations.

8. The Company shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to the Secured Party, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other laws of the United States or the Commonwealth of Massachusetts or of any other countries or states as the Secured Party may from time to time reasonably request, and shall take all such other action as the Secured Party may reasonably require to more completely vest in and assure to the Secured Party, the Agent and the Banks their respective rights hereunder or in any of the Patents or Trademarks, and the Company hereby irrevocably authorizes the Secured Party or its designee, at the Company's expense, to execute such documents, and file such financing statements with respect thereto with or without the Company's signature, as the Secured Party may deem appropriate. In the event that any rerecording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, the Company shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be reasonably necessary and as may be reasonably requested by the Secured Party.

The Secured Party is hereby irrevocably appointed by the Company as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of the Company, such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any mortgages or liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Secured Party is hereby authorized to file on behalf of and in the name of the Company at the

Company's sole expense, such financing statement, assignments, documents, and agreements in any appropriate governmental office.

9. If any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, the Secured Party may without notice or demand except as expressly required herein or by applicable law declare this Agreement to be in default and the Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to dispose of the Patents and Trademarks at public or private sale. The Secured Party shall give to the Company at least ten (10) days' prior written notice (which the Company agrees is "reasonable notification" within the meaning of Section 9-504(3) of the Uniform Commercial Code) of the time and place of any public sale of the Patents and Trademarks or of the date and time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and be continuing, the Company hereby grants to the Secured Party the right and exclusive license to make, have made, use and sell the inventions and marks disclosed and claimed in the Patents and the Trademarks for the Secured Party's benefit and account, and for none other.

The Company hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Patents and Trademarks and exercise its rights with respect thereto.

The Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Patents and Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Company hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's, the Agent or any Bank's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may the Company hereby irrevocably waives the benefits of all such laws.

10. Except for notices specifically provided for herein, the Company hereby expressly waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, the Company assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment

thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party, the Agent or the Banks may deem advisable. Neither the Secured Party nor any Bank shall have any duty as to the protection of the Patents or Trademarks or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Secured Party, the Agent and the Banks may exercise their rights with respect to the Patents and Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party and the Banks shall not be deemed to have waived any of their rights upon or under the Obligations or the Patents and Trademarks unless such waiver be in writing and signed by the Secured Party and the Banks in accordance with the terms of the Loan Agreement. No delay or omission on the part of the Secured Party or the Banks in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party or the Banks with respect to the Obligations or the Patents or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

11. The Company will pay any and all (i) reasonable charges and costs and all taxes incurred in implementing or subsequently amending this Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and fees and disbursements of the Secured Party's counsel incurred by the Secured Party, in connection with this Agreement, and (ii) fees and disbursements reasonably incurred by the Secured Party in the preparation, execution and delivery of any waiver or consent by the Secured Party relating to this Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Secured Party under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party or the Banks in furtherance of the transactions contemplated hereby. The Company will also pay all reasonable costs and expenses of the Banks in connection with the enforcement of this Agreement and with the enforcement or foreclosure of any liens, security interests or other rights the Banks under this Agreement, or under any other documentation heretofore, now, or hereafter given to the Secured Party or the Banks in furtherance of the transactions contemplated hereby. The Company agrees to reimburse the Secured Party and the Banks for, and indemnify them against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred (other than as a result of the gross negligence or willful misconduct of the Secured Party or such Bank) in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Agreement, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements.

12. The Company and the Secured Party may from time to time agree in writing to the release of certain of the Patents and Trademarks from the security interest created hereby.

13. The Company shall hold the Secured Party and the Banks harmless from any and all costs, damages and expenses which may be incurred by the Secured Party, the Banks or the Company in connection with any action or failure to act by the Secured Party or any Bank in connection with this Agreement.

14. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the United States, and, to the extent that the laws of the United States are not applicable, by the laws of the Commonwealth of Massachusetts (without regard to principles of conflicts of laws). This Agreement is intended to take effect as a sealed instrument.

15. All notices hereunder shall be in writing and shall be given as provided in the Loan Agreement.

16. When all Obligations have been paid and performed in full, and if at the time the Banks are not committed to extend any credit to the Borrower under the Loan Agreement or under any other Loan Document, this Agreement shall terminate, and the Secured Party shall upon request, at the Company's expense, execute all such documentation necessary to release its security interest hereunder, provided, that notwithstanding the foregoing, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment or other satisfaction of any of the Obligations is rescinded or must otherwise be restored or returned upon the bankruptcy, Insolvency or reorganization of the Company, or otherwise, as though such payment had not been made or such performance occurred.

17. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

18. This Agreement and all obligations of the Company shall be binding upon the successors and assigns of the Company, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, the Banks and their respective successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Company acknowledges receipt of a copy of this Agreement. Terms used herein without definition which are defined in the Uniform Commercial Code of Massachusetts have such defined meanings herein, unless the context otherwise indicates or requires.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of this ____ day of April, 2000.

PROFESSIONAL CHEMICALS CORPORATION

By:_____
Its
Hereunto duly authorized

Accepted:

FLEET NATIONAL BANK, as Agent

By:_____
Its Director
Hereunto duly authorized

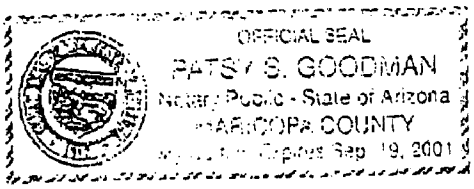
COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Then personally appeared the above-named _____ who being duly sworn stated that he is the President of and acknowledged the foregoing instrument to be the free act and deed of Professional Chemicals Corporation, before me, this ____ day of April, 2000.

_____
Notary Public
My commission expires:

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of this 18th day of April, 2000.

PROFESSIONAL CHEMICALS CORPORATION



By: _____
Its
Hereunto duly authorized

STATE OF ARIZONA } ss.
COUNTY OF MARICOPA
This instrument was acknowledged before me this 18th day of APRIL, 2000 by JAMES R RODEN, PRESIDENT, PROFESSIONAL CHEMICALS CORPORATION
In witness whereof I herewith set my hand and official seal.
Patsy S. Goodman, NOTARY PUBLIC

Accepted:

FLEET NATIONAL BANK, as Agent

By: _____
Its
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Then personally appeared the above-named _____ who being duly sworn stated that he is the President of and acknowledged the foregoing instrument to be the free act and deed of Professional Chemicals Corporation, before me, this ____ day of April, 2000.

_____
Notary Public
My commission expires:

TRADEMARK
REEL: 002503 FRAME: 0391

SCHEDULE A

TO

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

See Attached Chart

PATENT APPLICATIONS

None

PATENT LICENSES

None

II. Schedule of Patents

US Issued Patents

Title	Serial Number Filing Date	Issue Number Issue Date	Last Listed Owner
Surface Cleaning Appliance	09/187,971 11/6/98	6,032,326 3/7/00	Professional Chemicals Corp.
Surface Cleaning Appliance	08/874,535 6/13/97	5,784,754 7/28/98	Professional Chemicals Corp.
Hard Surface Cleaning Apparatus	08/626,717 4/01/96	5,711,051 1/27/98	Professional Chemicals Corp.
Vacuum Extractor	08/437,939 5/9/95	5,657,509 8/19/97	Professional Chemicals Corp.
Cleaning System	07/519,000 5/4/90	4,991,254 2/12/91	Professional Chemicals Corp.
Cleaning System	07/286,616 12/19/88	4,940,082 7/10/90	Professional Chemicals Corp. EXPIRED
Carpet Cleaning Apparatus	07/468,177 1/22/90	4,939,808 7/10/90	Professional Chemicals Corp.

Exchange.3114756.1

US Issued Patents (continued)

Title	Application No. Filing Date	Patent No. Issue Date
STACKING ARRANGEMENT FOR AIR MOVERS	122,245 9/16/93	5,403,152 04/04/95
SURFACE CLEANING APPLIANCE	299,276 9/01/94	5,463,791 11/07/95
FUEL INJECTED HEAT EXCHANGER	326,324 6/7/99	6,226,983 5/8/01
MOBILE CLEANING SYSTEM	456,790 12/8/99	6,182,328 2/6/01
AIR MOVER	4626 2/09/93	361,414 8/15/95
COMPACT COGENERATION SYSTEM	367,383 6/16/89	5,033,264 7/23/91
HARD SURFACE CLEANING APPLIANCE		RE37162 5/08/01

SCHEDULE B

TO

PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

See attached chart

TRADEMARK APPLICATIONS

See attached chart

TRADEMARK LICENSES

None

PROFESSIONAL CHEMICALS CORPORATION

I. Schedule of Trademarks

A. US Registered Trademarks

MARK	Serial Number Filing Date	Registration Number Registration Date	Last Listed Owner
SPOT PRO	75 - 298,949 5/27/97	2,216,734 1/5/99	Professional Chemicals Corporation
FOURGUARD	74 - 650,687 3/23/95	2,032,847 1/21/97	Professional Chemicals Corporation
DRY SLURRY	74 - 559,544 8/9/94	1,981,966 6/25/96	Professional Chemicals Corporation
VALUESAFE	74 - 429,772 8/30/93	1,840,249 6/21/94	Professional Chemicals Corporation
PREZYME FIRST	74 - 091,301 8/27/90	1,655,198 9/3/91	Professional Chemicals Corporation
STAIN-PRO	73 - 711,652 2/16/88	1,514,205 11/29/88	Professional Chemicals Corporation
FLUOROSIL	73 - 561,296 10/3/85	1,392,835 5/13/86	Professional Chemicals Corporation
DUO	73 - 500,661 9/24/84	1,337,494 5/28/85	Professional Chemicals Corporation
ULTRAPAC	73 - 500,654 9/24/84	1,372,049 11/26/85	Professional Chemicals Corporation
THE PROCHEM & DESIGN SYSTEM	73 - 245,976 1/14/80	1,207,530 9/7/82	Professional Chemicals Corporation, Tempe, Arizona
PROCHEM & DESIGN	73 - 202,515 6/21/79	1,163,290 8/4/81	Professional Chemicals Corporation, Tempe, Arizona
PROCHEM & DESIGN	73 - 220,514 6/21/79	1,162,475 7/28/81	Professional Chemicals Corporation, Tempe, Arizona
PROFESSIONAL CHEMICALS & DESIGN	72 - 319,730 2/20/69	880,609 11/11/69	Professional Chemicals Corporation

US Registered Trademarks (continued)

Mark	Serial No. Filing Date	Registration No. Registration Date
STAIN PRO	73-711,652 2/16/88	1,514,205 11/29/88
POWERE BURST	75-922,564 2/14/00	2,491,479
FILTER OUT	75-918,437 2/14/00	2,489,280

US Abandoned Trademarks

Mark	Serial Number Filing Date	Registration Number Registration Date	Last Listed Owner
CENTRA CARE	75 - 298,911 5/27/97		Professional Chemicals Corporation
PROCARE	75 - 171,215 9/23/96		Professional Chemicals Corporation
PROCARE SYSTEM	74 - 468,244 12/10/93		Professional Chemicals Corporation