

05-29-2002

Form PTO-1594 (Modified)
(Rev. 6/93)

RE
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Docket No.:

299/25472

TM05/REV03

102105083

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):
Redox Brands, Inc.

FINANCIAL STATEMENT
524.02

- Individual(s)
- General Partnership
- Corporation-State
- 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: 04/12/2001

2. Name and address of receiving party(ies)

Name: US Bank, National Association f/k/a Firstar Bank, N.A.

Internal Address: _____

Street Address: 8th & Locust Streets

City: St. Louis State: MO ZIP: 63101

- Individual(s) citizenship _____
- Association National banking
- 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 patent number(s):

A. Trademark Application No.(s)
76/330766

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Kay R. Sherman

Internal Address: Thompson Coburn LLP

Street Address: One US Bank Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of application and registrations involved: _____

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account (deficiencies only)

8. Deposit account number:

20-0823

05/29/2002 TDIAZ1 00000003 76330766

DO NOT USE THIS SPACE

01 FC: 481

40.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kay R. Sherman
Name of Person Signing

[Signature]
Signature

5/10/02
Date

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

18

TRADEMARK
REEL: 002514 FRAME: 0508

PATENT, TRADEMARK AND LICENSE
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 12th day of April, 2001, by REDOX BRANDS, INC., an Ohio corporation ("Borrower"), in favor of FIRSTAR BANK, N. A., a national banking association, as agent (in such capacity, the "Agent") for itself (in such capacity, "Firstar"), and any other entity which now or at any time hereafter shall execute the Loan Agreement (as hereinafter defined) as a "Bank" together with their respective affiliates (collectively, the "Banks").

WITNESSETH:

WHEREAS, Borrower is justly obligated to the Banks and Agent pursuant to that certain Loan Agreement dated the date hereof by and among Borrower, Agent and the Banks (as the same may be amended, modified, extended or renewed, the "Loan Agreement"; capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the Agent and the Banks entering into the Loan Agreement, the Agent and the Banks have required that Borrower execute and deliver this Agreement to the Agent for the ratable benefit of the Banks; and

WHEREAS, in order to induce the Agent and the Banks to enter into the Loan Agreement, Borrower has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Banks;

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement under which Borrower has granted to the Agent for the ratable benefit of the Banks a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill and all rights under the laws of the United States of America to any and all patents and trademarks now owned or hereafter acquired by Borrower and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Borrower hereby grants to the Agent for the ratable benefit of the Banks a security interest in and lien on, all of Borrower's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing

patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents";

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names as any and all such rights of Borrower now or hereafter exist under the laws of the United States of America, including, without limitation, common law rights and each mark and application under the laws of the United States of America listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) of any Patents or Trademarks under the laws of the United States of America listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks issued under the laws of the United States of America or any other patent, trademark, service mark or any application or registration thereof under the laws of the United States of America or any other trade name or trade style between Borrower and any other party, whether Borrower is licensor or licensee (all of the foregoing license agreements and Borrower's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the present and future Borrower's Obligations (as defined in the Loan Agreement) (hereinafter collectively referred to "Secured Obligations").

2. Representations, Warranties and Covenants of Borrower. Borrower hereby represents and warrants to the Agent and each of the Banks, and covenants and agrees with the Agent and each of the Banks, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Borrower in the Loan Agreement);

(b) to the best of Borrower's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) Except as specifically disclosed in the Loan Agreement (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Except as specifically disclosed in the Loan Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Borrower not to sue third persons, excluding only the security interest granted to the Agent for the ratable benefit of the Banks;

(e) Borrower has the unqualified right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Borrower has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement; and

(h) Except as specifically disclosed in the Loan Agreement, Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

(i) In the event Borrower shall at any time begin directly soliciting sales from any Account Debtors or other Persons located outside of the United States of America, and if, with respect to such foreign country, Borrower shall have any patents, trademarks, copyrights and other intellectual property under the laws of such country, or any applications for, registrations of or licenses of any such patents, trademarks, copyrights and other intellectual property rights under the laws of such country, then Borrower agrees to execute and deliver to the Agent any and all additional agreements, documents or notices as may be required by the Agent in order to grant to the Agent for the ratable benefit of the Banks a first perfected lien in or security interest upon such patents, trademarks, copyrights and other intellectual property rights and any licenses thereof under the laws of such foreign country.

3. Inspection Rights; Product Quality. Borrower will permit inspection of Borrower's facilities and Borrower's agents' and contract manufacturers' facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Agent and each of the Banks during normal business hours and at other reasonable times. Borrower will reimburse the Agent and each of the Banks upon demand for all costs and expenses incurred by Agent or any of the Banks in connection with any such inspection conducted by Agent or any of the Banks while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Borrower may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Borrower agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Borrower certifying Borrower's compliance with the forgoing.

4. Further Assurances. Borrower agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) no Letters of Credit shall be outstanding and (iii) the Banks have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Loan Agreement, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Borrower's obligations under this Agreement or the Loan Agreement, without the prior written consent of the Required Banks, and Borrower agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Borrower further agrees that at any time and from time to time, at the expense of Borrower, Borrower will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Borrower shall (i) become aware of any existing Patents, Trademarks or Licenses of which Borrower has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Borrower shall give the Agent prompt written notice thereof.

6. Modification by Agent. Borrower authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future rights granted under the laws of the United States of America with respect to any patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Borrower if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Borrower may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products or services sold by Borrower, for Borrower's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Borrower associated therewith) or Licenses, or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations ratably among the Banks in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Borrower at least five (5) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be

made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released. Borrower agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent and/or the Banks of the Patents, Trademarks and Licenses shall be commensurate with the scope of this Agreement, and without any liability for royalties or other related charges from the Agent or any of the Banks to Borrower. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Banks, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Borrower shall pay all of the Secured Obligations in full, (ii) no Letters of Credit are outstanding, (iii) the Banks shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Loan Agreement, and (iv) the Loan Agreement shall be terminated, this Agreement shall terminate and the Agent shall execute and deliver to Borrower all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Borrower on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Four Percent (4.00%) over and above the Adjusted Prime Rate (which interest rate shall fluctuate as and when the Adjusted Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Borrower.

11. Preservation of Patents, Trademarks and Licenses. Borrower shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Borrower hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any

exclusive or nonexclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

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

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Borrower and the Agent and consented to by the Required Banks, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

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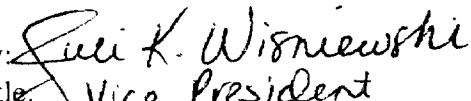
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Borrower and the Agent have executed this Patent, Trademark and License Security Agreement this 12th day of April, 2001.

REDOX BRANDS, INC. ("Borrower")

By: 
Title: President

FIRSTAR BANK, N. A.,
as Agent (the "Agent")

By: 
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio)
) SS
COUNTY OF Hamilton)

On this ___ day of April, 2001, before me personally appeared Todd E. Wickmann, to me personally known, who, being by me duly sworn, did say that he is the president of REDOX BRANDS, INC., an Ohio corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Todd E. Wickmann acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Robert W. Buechner
Notary Public

Robert W. Buechner, Attorney at Law
Notary Public - State of Ohio
My Commission has no Expiration date
Section 147.03 R. C.

My Commission Expires:

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 12th day of April, 2001, before me appeared JULIA K WISNIEWSKI, to me personally known, who, being by me duly sworn, did say that she/he is a VICE PRESIDENT of FIRSTAR BANK, N. A., a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said JULIA K WISNIEWSKI acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Barbara J. Christian
Notary Public

My Commission Expires:

BARBARA J. CHRISTIAN
Notary Public, Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: January 12, 2002

SCHEDULE A

United States Patents

None.

SCHEDULE B

United States Patent Applications

None.

SCHEDULE C

United States Trademarks

Trademark	Registration Number	Registration Date
BIZ	1,316,463	29-Jan-85
BIZ	423,995	17-Sep-46
BIZ	850,357	04-Jun-68
OXYDOL	2,527,208	08-Jan-02
OXYDOL (Stylized)	565,552	21-Oct-52
OXYDOL (Stylized) "2000 Design"	2,524,935	01-Jan-02

Foreign Trademarks

Trademark	Country	Registration Number	Registration Date
OXYDOL (Stylized)	Africa (OAPI)	63837/13670	24-Jun-69
OXYDOL	Antigua & Barbuda	399	11-Aug-39
BIZ	Aruba	13831	31-Dec-85
BIZ	Australia	A128053	15-Jun-56
OXYDOL	Austria	69466	24-Jun-71
OXYDOL	Austria	101667	18-Jan-83
BIZ	Bahamas	4358	23-Nov-64
OXYDOL & Packaging 68	Bahamas	1345	28-Jun-45
OXYDOL	Bangladesh	4384	11-May-43
BIZ	Barbados	81/4615	03-Dec-64
OXYDOL	Barbados	81/5092	17-Apr-51
OXYDOL	Belize	346	26-Nov-30
OXYDOL	Benelux	382271	30-Jun-82
OXYDOL & Packaging 68	Bermuda	1175	27-May-44
OXYDOL	Botswana	1/40 UK	26-Nov-68
BIZ	Burundi	5129	15-Jun-56
Atom Design	Canada	TMA157,384	21-Jun-68
BIZ	Canada	TMA100,702	20-May-55
BIZ	Canada	TMA156,982	24-May-68
ENERGIZED OXYDOL & Design	Canada	TMA162,976	23-May-69
OXYDOL	Canada	UCA18485	14-Sep-43
OXYDOL	Chile	399,223	10-Aug-82
OXYDOL	Colombia	182180	28-Jul-95
BIZ	Costa Rica	73719	22-Nov-90
BIZ	Costa Rica	18,266	20-Oct-56
OXYDOL & Packaging 68	Costa Rica	8060	12-Dec-44
OXYDOL	Cuba	127970	13-Mar-00
OXYDOL	Cyprus	1692A	22-Jul-53

Trademark	Country	Registration Number	Registration Date
OXYDOL	Czech Republic	94850	12-Nov-46
BIZ	Denmark	VR 1956 1871	22-Sep-56
BIZ	Dominican Republic	9775	15-Feb-57
OXYDOL	Dominican Republic	124028	30-Dec-01
OXYDOL	Ecuador	1099-88	13-May-88
OXYDOL	Egypt	3396	08-Sep-50
BIZ	El Salvador	12279	25-May-65
BIZ	El Salvador	183 Book 62	31-Oct-97
OXYDOL & Packaging 68	El Salvador	12236	20-Apr-45
OXYDOL	Fiji	1/991	08-Aug-39
BIZ	Finland	31105	02-Apr-57
OXYDOL	France	1,206,903	18-Jun-82
OXYDOL. (Stylized)	France	1,489,717	07-May-24
OXYDOL	Gambia	958	25-Jul-39
OXYDOL	Germany	939,901	23-Jan-81
OXYDOL	Ghana	3281	31-Jul-39
BIZ	Greece	21446	18-Jul-56
OXYDOL	Greece	12554	13-Jul-39
BIZ	Guatemala	9938	03-Jan-57
OXYDOL & Packaging 68	Guatemala	5534	05-Apr-45
OXYDOL	Guernsey	518159	08-Jun-39
OXYDOL	Guyana	1873A	04-Aug-39
BIZ	Haiti	375/107	24-Feb-97
BIZ	Honduras	13833	06-Feb-67
BIZ	Hong Kong	630 of 1965	01-Dec-64
BIZ	Hong Kong	966 of 1956	29-Jun-56
OXYDOL	Hong Kong	323 of 1939	12-Jul-39
OXYDOL	Iceland	62/1946	18-May-46
BIZ	India	257019	27-May-69
OXYDOL	India	15817	11-May-43
BIZ	Ireland	81989	25-Apr-73
OXYDOL	Ireland	30,201	26-Jul-39
OXYDOL	Italy	611504	12-Feb-71
OXYDOL	Italy	758543	20-Sep-76
OXYDOL. (Stylized)	Italy	687354	03-Dec-24
OXYDOL	Jamaica	3535	20-Jul-39
BIZ	Japan	1240581	13-Dec-76
BIZ in Katakana	Japan	1446477	25-Dec-90
OXYDOL & Katakana	Japan	571521	01-May-61
OXYDOL in Katakana	Japan	571967	01-May-61
OXYDOL	Jersey	2018	26-Nov-30
OXYDOL	Jordan	699	08-May-46
BIZ	Kenya	7446	10-Sep-56
OXYDOL	Kenya	2598	13-Jul-39
OXYDOL	Lesotho	90/02682	26-Nov-86

Trademark	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
OXYDOL	Liberia	10692/500	13-May-76
BIZ	Libya	2973/3692	25-Jan-65
OXYDOL	Malawi	792	04-Sep-39
OXYDOL	Malta	3309	05-Jul-39
BIZ	Mauritius	A/11 No. 355	19-Jan-65
BIZ	Mexico	452373	15-Feb-94
OXYDOL	Mexico	506519	04-Oct-95
BIZ	Monaco	01.22599	30-Aug-01
OXYDOL	Monaco	01.22600	30-Aug-01
OXYDOL. (Stylized)	Monaco	R.97.17655	09-Mar-67
OXYDOL	Montserrat	399(1)	11-Aug-39
OXYDOL	Namibia, Republic of	1493/46	16-Apr-46
BIZ	Netherlands Antilles	10196	20-Apr-77
BIZ	Netherlands Antilles	5573	23-Sep-74
OXYDOL & Packaging 68	Netherlands Antilles	2151	18-Dec-47
BIZ	New Zealand	640068	03-Jan-02
OXYDOL	New Zealand	37,890	31-Oct-39
OXYDOL	Newfoundland	2895	10-Apr-47
BIZ	Nigeria	21080	10-Feb-70
OXYDOL	Nigeria	4968	26-Jul-39
OXYDOL. (Stylized)	Norway	12,613	22-Sep-25
BIZ	Pakistan	120474	29-May-93
OXYDOL	Pakistan	6581	11-May-43
BIZ	Panama	5641	14-May-58
OXYDOL	Panama	14,017	26-May-71
BIZ & Atom Design	Peru	30947	18-Nov-96
OXYDOL	Portugal	190,972	15-Feb-84
BIZ	Puerto Rico	14025	10-Nov-66
OXYDOL	Puerto Rico	25,740	12-Jul-84
OXYDOL WITH GREEN CRYSTALS & Design	Puerto Rico	13,152	14-Oct-64
OXYDOL	Romania	4R00096	07-Jul-54
BIZ	Rwanda	5129	15-Jun-56
OXYDOL	Saint Kitts and Nevis	399	11-Aug-39
OXYDOL	Saint Lucia	44 of 1939	14-Jul-41
OXYDOL	Samoa	672	08-Jun-76
OXYDOL	Sarawak	SAR/372	26-Jul-39
OXYDOL	Sierra Leone	1638	10-Aug-39
BIZ	Singapore	T64/36112B	08-Dec-64
OXYDOL MAKES CLOTHES SPARKLE & Design	Singapore	T51/13856Z	23-May-51
OXYDOL	Slovakia	94850	12-Nov-46
OXYDOL	Solomon Islands	29	26-Nov-30
BIZ	South Africa	64/4570	25-Nov-64
OXYDOL. (Stylized)	Spain	53,856	01-May-25

Trademark	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
OXYDOL	Sri Lanka	7387	10-Jul-39
BIZ	Sudan	9201	15-Dec-64
OXYDOL & Packaging 68	Suriname	4604	16-Aug-44
BIZ	Switzerland	490.541	19-Oct-01
OXYDOL	Switzerland	490.493	17-Oct-01
OXYDOL. (Stylized)	Switzerland	319,931	04-Jun-28
BIZ	Taiwan	14690	01-Jan-63
BIZ	Tanganyika	9352	09-Jan-65
OXYDOL	Tanganyika	1245	05-Jul-39
BIZ	Thailand	Kor25373	05-Jan-65
BIZ	Thailand	Kor46541	29-Jun-56
OXYDOL	Trinidad and Tobago	39/1939	18-Jul-39
OXYDOL	Turkey	94836	02-Aug-47
BIZ	Uganda	8524	23-Dec-64
OXYDOL	Uganda	1112	12-Jul-81
BIZ	United Kingdom	922079	06-Mar-89
OXYDOL	United Kingdom	1,177,012	18-Jun-82
OXYDOL	United Kingdom	518159	26-Nov-30
OXYDOL & Design	United Kingdom	667523	05-Mar-48
OXYDOL & Packaging 68	Uruguay	290,376	28-May-45
BIZ	Venezuela	33545-F	12-Mar-58
BIZ	Venezuela	158152-F	02-May-94
OXYDOL & Packaging 68	Venezuela	16314	21-Nov-60
BIZ	Zambia	974/64	02-Dec-64
OXYDOL	Zambia	686	21-Jul-39
BIZ	Zanzibar	210/71	06-Feb-71
OXYDOL	Zanzibar	233/71	06-Feb-85
BIZ	Zimbabwe	1162/64	02-Dec-64

SCHEDULE D

United States Trademarks Applications

Trademark	Application Number	<u>Application Date</u>
EXTREME CLEAN	76/179,167	12-Dec-2000
OXYDOL & Design "Restoration Hardware Design"	76/219,357	02-Mar-2001
REDOX BRANDS	76/227,330	20-Mar-2001
TAKING CLEAN TO THE EXTREME	76/330,766	29-Oct-2001

Foreign Trademarks Applications

Trademark	Country	<u>Application Number</u>	<u>Application Date</u>
BIZ	Argentina	2.344.047	29-Jun-01
OXYDOL	Argentina	2.343.373	25-Jun-01
OXYDOL	Australia	879926	21-Jun-01
OXYDOL	Bahamas		30-Jul-01
BIZ	Bermuda	0033424	06-Aug-01
OXYDOL	Bermuda	0033423	06-Aug-01
BIZ	Brazil	824.147.839	09-Nov-01
OXYDOL	Brazil	824.147.820	09-Nov-01
OXYDOL & Design "Restoration Hardware Design"	Canada	1,093,531	21-Feb-01
OXYDOL (Stylized) "2000 Design"	Canada	1,093,532	21-Feb-01
BIZ	Chile	547.875	30-Oct-01
BIZ	China	2001111923	27-Jun-01
OXYDOL	China	2001111924	27-Jun-01
BIZ	Colombia	1046216	11-Jun-01
OXYDOL	Costa Rica		16-Jan-02
BIZ	Czech Republic		30-Jul-01
BIZ	Ecuador	114427-01	06-Jun-01
BIZ	Egypt	143858	03-Jul-01
OXYDOL	El Salvador	15895/2001	09-Jul-01
BIZ	European Community	2257517	14-Jun-01
OXYDOL	European Community	1985654	05-Dec-00
OXYDOL & Design "Restoration Hardware Design"	European Community	2098044	21-Feb-01
OXYDOL (Stylized) "2000 Design"	European Community	2098184	21-Feb-01
OXYDOL	Guatemala	M-8107-2001	12-Nov-01
OXYDOL	Honduras	2337/2001	11-Jun-01
BIZ	Jamaica	3/4290	16-Jul-01
BIZ	Japan	2002-013268	22-Feb-02

Trademark	Country	<u>Application Number</u>	<u>Application Date</u>
OXYDOL	Japan	2001-028923	29-Mar-01
OXYDOL & Design "Restoration Hardware Design"	Mexico	478533	29-Mar-01
OXYDOL (Stylized) "2000 Design"	Mexico	478532	29-Mar-01
BIZ	Norway	200108040	27-Jun-01
OXYDOL	Norway	200108040	27-Jun-01
BIZ	Peru	137248	29-Oct-01
OXYDOL	Peru	130408	25-Jun-01
BIZ	Romania	M 2001 03356	11-Jul-01
BIZ	Russian Federation	2001718823	25-Jun-01
OXYDOL	Russian Federation	2001718759	25-Jun-01
OXYDOL	Singapore	T01/09161F	22-Jun-01
BIZ	Slovakia	1972-2001	27-Jun-01
OXYDOL	South Africa	2001/10075	11-Jun-01
OXYDOL	Taiwan	90025788	22-Jun-01
OXYDOL	Thailand	463084	20-Aug-01
BIZ	Trinidad and Tobago	32135	07-Aug-01
BIZ	Turkey	2001/011642	19-Jun-01
BIZ	Uruguay	334.134	20-Sep-01
OXYDOL	Uruguay	334.135	20-Sep-01
OXYDOL	Venezuela	11.242-01	27-Jun-01

SCHEDULE E

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