



Tab settings

To the Honorable Commissioner c 102316775

attached original documents or copy thereof.

1. Name of conveying party(ies): HARRIS RESEARCH, INC. 12-20-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State UT
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Antares Capital Corporation, as Agent
Internal Address:
Street Address: 311 South Wacker Drive, Ste 6400
City: Chicago State: IL Zip: 60606
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation State Delaware
Other
If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: December 12, 2002

4. Application number(s) or trademark
A. Trademark Application No.(s) - SEE THE ATTACHED -
Additional numbers attached? YES

B. Trademark Registration - SEE THE ATTACHED -

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rebecca L. Foley
Internal Address: 16th Floor
Street Address: Katten Muchin Zavis Rosenman
525 W. Monroe
City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 19
7. Total fee (37 CFR) \$ 490.00
Enclosed
Authorized to be charged to deposit
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

12/23/2002 670411 00000036 1203921 DO NOT USE THIS SPACE

01 FC:4521 40.00 DP
02 FC:8522 450.00 DP

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 of the original document.
Rebecca L. Foley Signature
Name of Person Date 12/17/02
Total number of pages including cover sheet, attachments, and 40

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

SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT  
DATED AS OF DECEMBER 12, 2002  
TRADEMARKS AND SERVICE MARKS

HARRIS RESEARCH, INC.  
TRADEMARK REGISTRATIONS/APPLICATIONS

I. U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT'L CLASS(ES)	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	DATE OF FIRST USE IN COMMERCE	CURRENT STATUS
CARBONATED CLEANER (and Design)	Harris Research, Inc. (Utah)	37	R.N. 1,203,921	08/03/82 (registration date)	11/19/77	Registered (Renewal due 8/3/12)
THE CARBONATED CARPET CLEANER	Harris Research, Inc. (Utah)	37	S.N. 76/347,310	12/10/01 (filing date)	11/77	Pending (allowed by Examiner, awaiting Publication)

CHEM-DRY	Harris Research, Inc. (Utah)	3, 7	R.N. 1,119,887	06/12/79 (registration date)	11/19/77	<b>Registered</b> §8 & 15 accepted; next Renewal due 6/12/09
CHEM-DRY	Harris Research, Inc. (Utah)	37	R.N. 1,357,192	08/27/85 (registration date)	11/19/77	<b>Registered</b> §8 & 15 accepted; next Renewal due 8/27/05*
CHEM-DRY w/stripe design (plus color)	Harris Research, Inc. (Utah)	3, 37	S.N. 76/347,296	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02; open to appeal until 3/1/03
CHEM-DRY w/stripe design (no color)	Harris Research, Inc. (Utah)	3, 37	S.N. 76/347,033	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02; open to appeal until 3/1/03
CHEM-DRY w/swoosh design (plus color)	Harris Research, Inc. (Utah)	3, 5, 37	S.N. 76/347,034	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02
CHEM-DRY w/swoosh design (no color)	Harris Research, Inc. (Utah)	3, 5, 37	S.N. 76/347,311	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02

Design only ("Charlie" caricature)	Harris Research, Inc. (Utah)	3,7	R.N. 1,120,328  <b>DISCLAIMER:</b> The right to the exclusive use of the words "carbonated cleaner" is disclaimed apart from the mark as shown	6/19/79 (registration date)	11/19/77	<b>Registered</b> § 8 & 15 accepted; next Renewal due 6/19/09
Design only (container)	Harris Research, Inc. (Utah)	3	S.N. 76/352,583	12/21/01 (filing date)	1989	<b>Pending non-</b> final action mailed 5/31/02
G-COATE 20	Harris Research, Inc. (Utah)	3	R.N. 1,509,776	10/25/88 (registration date)	6/30/86	<b>Registered</b> § 8 & 15 accepted; next Renewal due 10/25/08
HEALTHY CLEAN	Harris Research, Inc. (Utah)	37	S.N. 76/419,784	06/12/02 (filing date)	N/A (filed as intent-to-use)	<b>Pending no</b> office action issued as yet

THE NATURAL	Harris Research, Inc. (Utah)	3	R.N. 1,762,324	04/06/93 (registration date)	3/5/92	<b>Registered</b> §8 & 15 accepted; next Renewal due 04/06/03
POWERBASE	Harris Research, Inc. (Utah)	7	S.N. 76/266,681	06/04/01 (filing date)	10/15/01	<b>Pending</b> Statement of use accepted; application approved for registration
POWERHEAD	Harris Research, Inc. (Utah)	7	R.N. 2,452,173	05/15/02 (registration date)	10/20/99	<b>Registered</b> §8 & 15 due 5/15/07
P.U.R.T. (stylized)	Harris Research, Inc. (Utah)	5	R.N. 1,815,327	01/04/94 (registration date)	1/16/92	<b>Registered</b> §8 & 15 accepted; Renewal due 01/04/04
RAZOR	Harris Research, Inc. (Utah)	7		10/28/02 (filing date)		<b>Pending</b>

RED ALERT	Harris Research, Inc. (Utah)	3	R.N. 1,443,783	06/23/87 (registration date)	5/22/86	Registered §8 & 15 accepted; Renewal due 6/23/07
SOLUTIONS THAT MAKE SCENTS	Harris Research, Inc. (Utah)	3	R.N. 1,989,274	07/23/96 (registration date)	11/30/94	Registered §8 & 15 accepted; Renewal due 07/23/06
STAIN EXTINGUISHER	Harris Research, Inc. (Utah)	3	R.N. 2,642,677	10/29/02 (registration date)	1989	Registered §8 & 15 due 10/29/08

II. FOREIGN TRADEMARK INFORMATION

A. AUSTRALIA

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT'L CLASS	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	CURRENT STATUS
(Design only) "Charlie" caricature	Devere International, Inc. of California (located in Utah)	1	R.N. 449697	8/5/86 (effective date of registration)	Registered

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) dated as of December 12, 2002, made by **HARRIS RESEARCH, INC.**, a Utah corporation (“**Grantor**”), in favor of **ANTARES CAPITAL CORPORATION**, a Delaware corporation (“**Antares**”), as agent for the benefit of the Agent and the Lenders (as such term is defined in the Credit Agreement referred to below).

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the “**Credit Agreement**”), Agent and Lenders have severally agreed to make certain loans and other extensions of credit for the account of HRI Holdings Corp., a Delaware corporation (HRI Holdings Corp., together with its successors and assigns, including Grantor after the consummation of the Consolidation, is referred to herein as the “**Borrower**”) upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, Grantor, Borrower, certain of Borrower’s affiliates and Agent are parties to a certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Security Agreement**”), pursuant to which Grantor has granted a continuing security interest in and to certain of its assets to Agent for its benefit and the benefit of Lenders; and

**WHEREAS**, Grantor is an indirect Subsidiary of the Borrower and, as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor’s direct interest and economic benefit to assist the Borrower in procuring such loans and other financial accommodations from the Lenders; and

**WHEREAS**, Agent and Lenders have required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement to Agent for its benefit and for the benefit of Lenders;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein

that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration or otherwise) of all Liabilities (as such term is defined in the Security Agreement), and to induce Agent and each of the Lenders to enter into the Credit Agreement and to make the Loans and other extensions of credit provided for therein in accordance with the respective terms thereof, Grantor hereby grants to Agent for its benefit and the benefit of Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor’s now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor’s business symbolized by the foregoing and connected therewith, and (v) all of Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in **clauses (i)-(v)** in this **paragraph 4(a)**, are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”);

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor

under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "**Licenses**"); and

(c) all proceeds of all the foregoing.

5. **Restrictions on Future Agreements.** Grantor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, except for those license agreements which Grantor enters into for the purpose of protecting or maintaining the validity or enforcement of the rights granted to Agent under this Agreement, and Grantor further agrees that it will not take any action, and will use its reasonable business efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which could reasonably be expected to affect in any material respect the validity or enforcement of the rights granted to Agent under this Agreement.

6. **New Trademarks and Licenses.** Grantor represents and warrants that, as of the Closing Date, (a) the Trademarks listed on **Schedule A** include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on **Schedule B** include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no Liens thereon have been granted by Grantor to any Person other than Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of **paragraph 4** above shall automatically apply thereto. Grantor shall give to Agent written notice of events described in **clauses (i), (ii) and (iii)** of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby undertakes to modify and update (i) **Schedule A** to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and (ii) **Schedule B** to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under **paragraph 4** above or under this **paragraph 6**. Grantor hereby authorizes Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on **Schedule A** or **B** thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. **Royalties.** Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under **paragraph 15** or pursuant to the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender to Grantor.

8. **Right to Inspect; Further Assignments and Security Interests.** Agent may at all reasonable times and on reasonable advance written notice (and at any time without notice when an Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; **provided, that** in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees **(i)** to give reasonable written notice to Agent with respect to any sale or assignment of its respective interests in, or grant of any license under, the Trademarks or the Licenses, **(ii)** to maintain the quality of such products as of the date hereof, and **(iii)** to give reasonable written notice to Agent with respect to any material change of the quality of such products.

9. **Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when all Liabilities (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) have been indefeasibly paid and satisfied in full in cash and the Credit Agreement, the Security Agreement and all of the other Credit Documents have terminated pursuant to the respective terms and provisions thereof. When this Agreement has terminated, Agent shall, upon the request of Grantor, promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Security Agreement.

10. **Duties of Grantor.** Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: **(i)** prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and **(ii)** make application for trademarks or service marks that, in the Grantor's sole discretion, are necessary in the operation of Grantor's business. Grantor further agrees **(i)** not to abandon any Trademark or License, and **(ii)** to use its reasonable business efforts to maintain in full force and effect the Trademarks and the Licenses, in either case, that are or shall be, in the Grantor's sole discretion, necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither Agent nor any Lender shall have any duty with respect to the

Trademarks and Licenses. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

11. **Agent's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Agent and each of the Lenders for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this **paragraph 11** (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

12. **Waivers.** Failure by Agent or any of the Lenders at any time or times hereafter to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Agent or any of the Lenders thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Agent or any of the Lenders have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Agent or any of the Lenders unless such suspension or waiver is in writing signed by an officer of Agent or any of the Lenders and directed to Grantor specifying such suspension or waiver.

13. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

14. **Modification.** This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

15. **Cumulative Remedies; Power of Attorney.** Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its reasonable discretion) as Grantor's true and lawful attorney-in-fact, with full power of substitution, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Grantor's name on

all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its and the Lenders' best interests. Grantor 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 until all of the Liabilities (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) shall have been indefeasibly paid and satisfied in full in cash and the Security Agreement, the Credit Agreement and each of the other Credit Documents shall have terminated pursuant to the respective terms and provisions thereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or any of the Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the Security Agreement and any of the other Credit Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction from time to time in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Section 9-610 or Section 9-620 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's reasonable discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Credit Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) Business Days before such disposition; **provided, that** Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. **Successors and Assigns.** This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor and shall, together with the rights and remedies of Agent and each of the Lenders hereunder, inure to the benefit of Agent and the Lenders and their respective successors and assigns.

17. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communications shall or may be given to or served upon any of the parties by any other party, or whenever any of the

parties desires to give or serve upon any other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given (and deemed to have been given) in the manner and to the respective addresses set forth in **Section 9.2** of the Credit Agreement. Failure or delay in delivering copies of any such notice, demand, request, consent, approval, declaration or other communication to any Persons designated in the Credit Agreement to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

**18. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws and decisions of the State of Illinois, without regard to the conflict of law principles thereof.

**19. Section Titles.** The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

**20. Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

**21. Merger.** This Agreement and the Credit Documents represent the final agreement of Grantor and Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Agent or between Grantor and any of the Lenders.

*- Remainder of Page Intentionally Left Blank -  
Signature Page Follows*

IN WITNESS WHEREOF, Agent and Grantor have each caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**HARRIS RESEARCH, INC.**, a Utah corporation

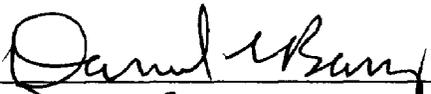
By: 

Name: Craig Donaldson

Title: President

ACCEPTED AND AGREED TO AS OF  
THE 12<sup>th</sup> DAY OF DECEMBER, 2002

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent

By: 

Name: Daniel Barry

Title: Director

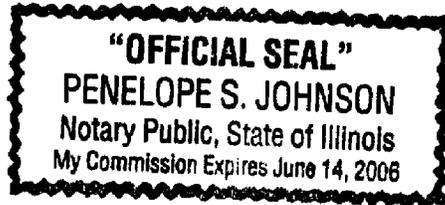
STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

The foregoing Trademark Security Agreement was acknowledged before me this 12<sup>th</sup> day of December, 2002 by David Barry, the Director of ANTARES CAPITAL CORPORATION, a Delaware corporation, on behalf of such corporation.

*Penelope S. Johnson*

Notary Public  
Cook County, IL

My commission expires:

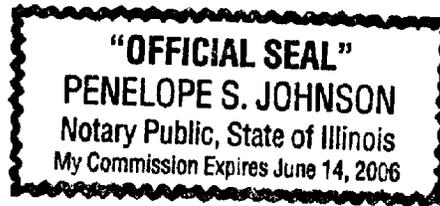


STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

The foregoing Trademark Security Agreement was acknowledged before me this 14<sup>th</sup> day of December, 2002 by Craig Douldum the President of HARRIS RESEARCH, INC., a Utah corporation, on behalf of such corporation.

Penelope S. Johnson  
Notary Public  
Cook County, IL

My commission expires:



**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT  
DATED AS OF DECEMBER \_\_, 2002**

**TRADEMARKS AND SERVICE MARKS**

Trademark

Registration Date

Registration No.

**TRADEMARK AND SERVICE MARK APPLICATIONS**

Trademark

Application Date

Serial No.

**SCHEDULE B  
TO  
TRADEMARK SECURITY AGREEMENT  
DATED AS OF DECEMBER \_\_, 2002**

**LICENSE AGREEMENTS**

SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT  
DATED AS OF DECEMBER 12, 2002  
TRADEMARKS AND SERVICE MARKS

HARRIS RESEARCH, INC.  
TRADEMARK REGISTRATIONS/APPLICATIONS

I. U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT'L CLASS(ES)	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	DATE OF FIRST USE IN COMMERCE	CURRENT STATUS
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THE CARBONATED CARPET CLEANER	Harris Research, Inc. (Utah)	37	S.N. 76/347,310	12/10/01 (filing date)	11/77	Pending (allowed by Examiner, awaiting Publication)

CHEM-DRY	Harris Research, Inc. (Utah)	3, 7	R.N. 1,119,887	06/12/79 (registration date)	11/19/77	<b>Registered</b> §8 & 15 accepted; next Renewal due 6/12/09
CHEM-DRY	Harris Research, Inc. (Utah)	37	R.N. 1,357,192	08/27/85 (registration date)	11/19/77	<b>Registered</b> §8 & 15 accepted; next Renewal due 8/27/05*
CHEM-DRY w/strip design (plus color)	Harris Research, Inc. (Utah)	3, 37	S.N. 76/347,296	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02; open to appeal until 3/1/03
CHEM-DRY w/strip design (no color)	Harris Research, Inc. (Utah)	3, 37	S.N. 76/347,033	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02; open to appeal until 3/1/03
CHEM-DRY w/swoosh design (plus color)	Harris Research, Inc. (Utah)	3, 5, 37	S.N. 76/347,034	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02
CHEM-DRY w/swoosh design (no color)	Harris Research, Inc. (Utah)	3, 5, 37	S.N. 76/347,311	12/10/01 (filing date)	12/97	<b>Pending</b> Final Refusal mailed on 10/1/02

Design only ("Charlie" caricature)	Harris Research, Inc. (Utah)	3,7	R.N. 1,120,328  <b>DISCLAIMER:</b> The right to the exclusive use of the words "carbonated cleaner" is disclaimed apart from the mark as shown	6/19/79 (registration date)	11/19/77	<b>Registered</b> § 8 & 15 accepted; next Renewal due 6/19/09
Design only (container)	Harris Research, Inc. (Utah)	3	S.N. 76/352,583	12/21/01 (filing date)	1989	<b>Pending</b> non- final action mailed 5/31/02
G-COATE 20	Harris Research, Inc. (Utah)	3	R.N. 1,509,776	10/25/88 (registration date)	6/30/86	<b>Registered</b> §8 & 15 accepted; next Renewal due 10/25/08
HEALTHY CLEAN	Harris Research, Inc. (Utah)	37	S.N. 76/419,784	06/12/02 (filing date)	N/A (filed as intent-to-use)	<b>Pending</b> no office action issued as yet

THE NATURAL	Harris Research, Inc. (Utah)	3	R.N. 1,762,324	04/06/93 (registration date)	3/5/92	<b>Registered</b> §8 & 15 accepted; next Renewal due 04/06/03
POWERBASE	Harris Research, Inc. (Utah)	7	S.N. 76/266,681	06/04/01 (filing date)	10/15/01	<b>Pending</b> Statement of use accepted; application approved for registration
POWERHEAD	Harris Research, Inc. (Utah)	7	R.N. 2,452,173	05/15/02 (registration date)	10/20/99	<b>Registered</b> §8 & 15 due 5/15/07
P.U.R.T. (stylized)	Harris Research, Inc. (Utah)	5	R.N. 1,815,327	01/04/94 (registration date)	1/16/92	<b>Registered</b> §8 & 15 accepted; Renewal due 01/04/04
RAZOR	Harris Research, Inc. (Utah)	7		10/28/02 (filing date)		<b>Pending</b>

RED ALERT	Harris Research, Inc. (Utah)	3	R.N. 1,443,783	06/23/87 (registration date)	5/22/86	<b>Registered</b> §8 & 15 accepted; Renewal due 6/23/07
SOLUTIONS THAT MAKE SCENTS	Harris Research, Inc. (Utah)	3	R.N. 1,989,274	07/23/96 (registration date)	11/30/94	<b>Registered</b> §8 & 15 accepted; Renewal due 07/23/06
STAIN EXTINGUISHER	Harris Research, Inc. (Utah)	3	R.N. 2,642,677	10/29/02 (registration date)	1989	<b>Registered</b> §8 & 15 due 10/29/08

II. FOREIGN TRADEMARK INFORMATION

A. AUSTRALIA

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT'L CLASS	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	CURRENT STATUS
(Design only) "Charlie" caricature	Devere International, Inc. of California (located in Utah)	1	R.N. 449697	8/5/86 (effective date of registration)	<b>Registered</b>

(Design only) "Charlie" caricature	Devere International, Inc. of California (located in Utah)	37	R.N. 449696	8/5/86 (effective date of registration)	<b>Registered</b>
ChemDry with "swoosh" and "Charlie" caricature	Devere International, Inc. of California (located in Utah)	3, 37	R.N. 781379	12/17/98 (effective date of registration)	<b>Registered</b> Renewal due on 12/17/08
CHEM-DRY STAIN ELIMINATOR	Devere International, Inc. of California (located in Utah)	3	R.N. 714353	8/2/96 (effective date of registration)	<b>Registered</b> Renewal due on 12/17/06
CHEM-DRY THE NATURAL	Devere International, Inc. of California (located in Utah)	3	R.N. 626538  NOTE: Exclusive use of "the natural" was disclaimed	4/6/94 (effective date of registration)	<b>Registered</b> Renewal due on 4/6/11
CHEM-DRY	Devere International, Inc. (of Utah)	3	R. N. 449695  NOTE: Exclusive use of the word "chem" was disclaimed	8/5/86 (effective date of registration)	<b>Registered</b> Renewal due on 8/5/07
CHEM-DRY	Devere International, Inc. (of Utah)	37	R. N. 449694  NOTE: Exclusive use of the word "chem" was disclaimed	8/5/86 (effective date of registration)	<b>Registered</b> Renewal due on 8/5/07
ChemDry with "swoosh" design	Harris Research, Inc. (of Utah)	37	S.N. 915785	6/7/02 (filing date)  NOTE: claims priority to U.S. application (76/347,034) filed on 12/10/01	<b>Pending</b> Under Examination, first report mailed on 7/11/02

ChemDry with "stripe" design	Harris Research, Inc. (of Utah)	37	S.N. 915785	6/7/02 (filing date)  NOTE: claims priority to U.S. application (76/347,296) filed on 12/10/01	<b>Pending</b> Under Examination, first report mailed on 7/11/02
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B. CANADA

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT'L CLASS	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	CURRENT STATUS
RED ALERT	Harris Research, Inc. (of California)	37	R. N. TMAA0371113	7/27/90 (registration date)	Registered
THE CARBONATED CARPET CLEANER (plus "Charlie" design)	Harris Research, Inc. (of California)	37	R. N. TMAA0375597  NOTE: Exclusive use of the words "carpet cleaner" disclaimed	11/16/90 (registration date)	Registered
CHEM-DRY	Harris Research, Inc. (of California)	37	R. N. TMAA0371392	8/3/90 (registration date)	Registered
CHEM-DRY CHARLIE	Harris Research, Inc. (of California)	37	R. N. TMAA0371393	8/3/90 (registration date)	Registered
ChemDry (with "stripe" and coloring)	Harris Research, Inc. (of Utah)	3, 22, 37	S.N. CA114320500	6/10/02 (filing date) NOTE: claims priority to U.S. application (76/347,296) filed on 12/10/01	Pending No record of any office actions as yet
ChemDry (with "swoosh" and coloring)	Harris Research, Inc. (of Utah)	3, 22, 37	S.N. CA114320600	6/10/02 (filing date) NOTE: claims priority to U.S. application (76/347,034) filed on 12/10/01	Pending No record of any office actions as yet

C. JAPAN

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT'L CLASS	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	CURRENT STATUS
CHEMDRY (with "swoosh" and coloring)	Harris Research, Inc. (no state information given)	37	S.N. 2002-043455	7/27/02 (filing date)	<b>Pending</b>

D. BENELUX\*

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT.'L CLASS	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	CURRENT STATUS
CHEMDRY	Harris Research, Inc. (of Utah)	3, 37	R.N. 437450	11/24/87 (effective date of registration)	<b>Registered</b> Next Renewal due 11/24/07
CHEM-DRY CHARLIE (plus design)	Harris Research, Inc. (of Utah)	3, 37	R. N. 437449	11/24/87 (effective date of registration)	<b>Registered</b> Next Renewal due 11/24/07

\* - a filing/registration in Benelux encompasses the Netherlands, Belgium and Luxembourg

E. UNITED KINGDOM

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT'L CLASS	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	CURRENT STATUS
C (and design) "Charlie" logo	Harris Research, Inc. (of California)	3	R.N. 1316437	7/22/87 (effective date of registration)	<b>Registered</b> Renewal due 7/22/08
CHEM-DRY	Harris Research, Inc. (of California)	37	R.N. 1316438	7/22/87 (effective date of registration)	<b>Registered</b> Renewal due 7/22/08
CHEMDRY	Harris Research, Inc. (of California)	3, 37	R.N. B1540426	7/27/02 (effective date of registration)	<b>Registered</b> Renewal due 7/1/10

F COMMUNITY TRADEMARKS\*

TRADEMARK	CURRENT/LAST OWNER OF RECORD	INT'L CLASS	REGISTRATION/SERIAL NO.	DATE OF REGISTRATION (for registered or cancelled applications)/DATE OF FILING (for pending or abandoned applications)	CURRENT STATUS
CHEM-DRY	Harris Research, Inc. (of Utah)	3, 37	R.N. 2024362	6/5/02 (registration date)	<b>Registered</b> Renewal due 1/3/11
CHEMDRY (plus "swoosh" and the "Charlie" logo)	Harris Research, Inc. (of Utah)	3, 37	R.N. 2000826	2/11/02 (registration date)	<b>Registered</b> Renewal due 12/14/10
CHEM-DRY (plus "stripe" and color)	Harris Research, Inc. (of Utah)	37	S.N. 2745404	6/7/02 (filing date) NOTE: claims priority to U.S. application (76/347,296) filed on 12/10/01	<b>Pending</b>
CHEM-DRY (plus "swoosh" and color)	Harris Research, Inc. (of Utah)	37	S.N. 2745347	6/7/02 (filing date) NOTE: claims priority to U.S. application (76/347,034) filed on 12/10/01	<b>Pending</b>

\* - A Community Trademark filing/registration encompasses the following countries: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain, Sweden and the United Kingdom.

HARRIS RESEARCH, INC.

III. ADDITIONAL FOREIGN TRADEMARK REGISTRATIONS

**Trademark: CHEM-DRY**

<b>Country</b>	<b>Class</b>	<b>Registration No.</b>	<b>Registration Date</b>
Argentina	37	1584684	12/15/95
Argentina	3, 5	445355	05/15/95
Austria	3, 37	120047	06/29/88
Brazil	37	817900870	09/17/96
Chile	37	454351	12/15/95
Chile	3, 5	445355	05/15/95
China	3	1401155	05/28/00
China	3	1460439	10/21/00
China	37	1463474	10/21/00
Czech Republic	Unknown	219889	08/23/99
Denmark	3, 37	4088	05/15/92
Ecuador	37	50462	12/04/95
Finland	3, 37	219157	10/31/00
France	3, 37	1436746	11/23/87
Germany	3, 37	2085722	11/23/94
Hong Kong	3	B1856/200	02/23/99
Hong Kong	37	B17037/19	02/23/99
Indonesia	37	32606	12/29/94
Indonesia	3	322719	01/04/95
Ireland	3	132865	04/03/89
Israel	37	115951	02/07/99
Israel	3	115950	02/07/99

COUNTRY	CLASS	REGISTRATION NO.	REGISTRATION DATE
Italy	3, 37	511213	12/01/87
Korea	Unknown	289202	04/27/94
Korea	Unknown	289203	04/27/94
Kuwait	3	31406	01/20/98
Kuwait	37	31404	01/20/98
Lebanon	3, 37	72595	06/17/97
Liechtenstein	Unknown	9146	08/10/94
Macao	37	4345	03/05/99
Macao	3	4344	03/05/99
Malaysia	37	MA/3423/98	03/19/98
Malaysia	3	MA/3425/98	03/19/98
Malta	Unknown	(Application)	6/02, Initial rejection
Mexico	3	464085	06/21/94
Mexico	37	464084	06/21/94
Monaco	37	9415637	10/14/94
Norway	3, 37	191883	8/6/98
Portugal	3, 37	321863	09/04/97
Russia	37	134758	07/14/94
Saudi Arabia	3	474/16	08/12/97
Saudi Arabia	37	452/38	08/12/97
Singapore	37	T96/121303	11/07/96
South Africa	37	93/11582	12/07/93
South Korea	13 (Local)	289203	04/27/94
Switzerland	3, 37	410095	04/01/93
Switzerland	3	359007	12/07/87
Taiwan	7 (Local)	655128	09/16/94
Turkey	3, 37	2000/10616	5/31/00
U.A.E.	37	17890	09/14/98
U.A.E.	3	22601	09/13/97

**Trademark: CHEM-DRY Design**

<b>Country</b>	<b>Class</b>	<b>Registration No.</b>	<b>Registration Date</b>
Argentina	37	1584686	12/15/95
Austria	3, 37	120181	07/05/88
Brazil	37	817900888	09/17/96
Chile	37	440843	03/09/95
China	3	1410184	06/21/00
China	37	1433742	08/14/00
China	37	1471516	11/07/00
China	3	Unknown	10/21/00
Czech Republic	Unknown	220388	05/29/98
Denmark	3, 37	661 & 0061/1992	02/07/92
Ecuador	37	50436	12/04/95
Finland	3, 37	217945	06/30/00
France	3, 37	1436747	11/23/87
Germany	3, 37	1135488	11/24/87
Hong Kong	37	B10209/20	02/23/99
Hong Kong	3	280/2000	02/23/99
Indonesia	3	333244	05/04/95
Indonesia	37	320770	12/29/94
Ireland	3	133206	04/03/89
Israel	37	115953	11/17/97
Israel	3	115952	12/07/98
Italy	3, 37	533915	12/01/87
Kuwait	37	31403	01/20/98
Kuwait	3	31407	01/20/98
Lebanon	3, 37	72596	06/17/97
Liechtenstein	Unknown	9147	08/10/94
Macao	37	4343	03/05/99
Macao	3	4342	03/05/99
Malaysia	37	MA/3426/98	03/19/98

Malaysia	3	MA/3424/98	03/19/98
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COUNTRY	CLASS	REGISTRATION NO.	REGISTRATION DATE
Malta	Unknown	(Application)	6/02, filed
Mexico	3	464083	06/21/94
Mexico	37	465264	06/30/94
Monaco	37	9415636	10/14/94
Norway	3, 37	191884	08/06/98
Portugal	3, 37	321862	09/04/97
Russia	37	135272	07/14/94
Saudi Arabia	3	453/39	08/12/97
Saudi Arabia	37	488/77	04/25/01
Singapore	3	T99/048431	05/11/99
Singapore	37	T96/12128C	11/07/96
Singapore	3	Unknown	11/07/96
South Africa	3	93/11581	12/07/93
South Korea	13 (Local)	289202	04/27/94
South Korea	112 (Local)	24343	07/06/94
Switzerland	3, 37	409933	04/01/93
Switzerland	3	359151	12/07/87
Taiwan	3	00864913	09/01/99
Taiwan	37	115826	10/01/99
Thailand	3, 37	Kor150781	07/24/00
Turkey	3, 37	2000/10617	05/31/00

**Trademark: CHEM-DRY Charlie**

Country	Class	Registration No.	Registration Date
South Korea	13 (Local)	410312	07/15/98
South Korea	112 (Local)	47113	09/18/98

**Trademark: CHEM-DRY in Chinese Characters**

Country	Class	Registration No.	Registration Date
China	3	1488339	12/14/00
China	37	1467470	10/28/00
Hong Kong	37	7736/2000	09/28/99
Hong Kong	3	7737/2000	09/28/99
Macao	37	5075	10/08/99
Macao	3	5074	10/08/99
U.A.E.	37	26804	09/13/97
U.A.E.	3	22355	09/13/97

**Trademark: CHEM-DRY stripe (b/w)**

Country	Class	Registration No.	Registration Date
New Zealand*	Unknown	Unknown	Unknown

\* On-line database information concerning class, registration number and date for this country is very limited.

**Trademark: CHEM-DRY w/swoosh (color)**

<b>Country</b>	<b>Class</b>	<b>Registration No.</b>	<b>Registration Date</b>
Brazil*	Unknown	Unknown	Unknown
China*	Unknown	Unknown	Unknown
Kuwait*	Unknown	Unknown	Unknown
Malta*	Unknown	Unknown	Unknown
Malaysia*	Unknown	Unknown	Unknown
Mexico*	Unknown	Unknown	Unknown
New Zealand*	Unknown	Unknown	Unknown
Norway*	Unknown	Unknown	Unknown
Singapore*	Unknown	Unknown	Unknown
South Africa*	Unknown	Unknown	Unknown
Switzerland*	Unknown	Unknown	Unknown

\* On-line database information concerning class, registration number and date for this country is very limited.

**Trademark: THE CARBONATED CARPET CLEANER\***

<b>Country</b>	<b>Class</b>	<b>Registration No.</b>	<b>Registration Date</b>
New Zealand*	Unknown	Unknown	Unknown
CMT*	Unknown	Unknown	Unknown

\* On-line database information concerning class, registration number and date for these country is very limited.

**HARRIS RESEARCH, INC.**

**IV. COMMON LAW TRADEMARKS**

1. HEALTHY CLEAN WITHOUT THE STEAM
2. DRIER. CLEANER. HEALTHIER. (Search complete, requested filing)
3. DRIER = CLEANER = HEALTHIER (Search complete, requested filing)
4. NHANCE & WOOD RENEW
5. PRO TEXTILE
6. POWERHEAD AX
7. POWERGUARD
8. VELDA
9. FRESH SCENTS
10. CHEM-DRY SUPER CHARGED
11. CHEM-DRY TRAFFIC LANE CARBONATE PRESPRAY
12. CHEM-DRY OLEFIN PRESPRAY

13. WOOD RENEW

14. I'VE TRIED EVERYTHING

15. DOUBLE INDEMNITY

**SCHEDULE B  
TO  
TRADEMARK SECURITY AGREEMENT  
DATED AS OF DECEMBER 12, 2002**

**LICENSE AGREEMENTS**

**None**