

02-14-2003



To the Honorable Commissioner c

102366291

ched original documents or copy thereof.

1. Name of conveying party(ies): 2-12-03  
Nice-Pak Products, Inc.

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State New York  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Fleet Capital Corporation  
Internal  
Address: \_\_\_\_\_  
Street Address: 200 Glastonbury Boulevard  
City: Glastonbury State: CT Zip: 06033

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Rhode Island  
 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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: September 26, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) See Attachment

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) See Attachment

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Amy Span Wergeles  
Internal Address: \_\_\_\_\_  
Street Address: Robinson & Cole LLP  
280 Trumbull Street  
City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: ..... 37

7. Total fee (37 CFR 3.41) ..... \$940.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
18-1685  
(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARKS  
FINANCE SECTION  
2003 FEB 12 PM 2:58

DO NOT USE THIS SPACE

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.*

Amy Span Wergeles                      *Amy Span Wergeles*                      2/10/03  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 10

02/14/2003 EC88PER 00000008 76223557  
01 FC:4521 40.00 DP  
02 FC:4522 900.00 DP

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

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

**U.S. Trademark Applications**

| <b>Application Number</b> | <b>Mark</b>                   |
|---------------------------|-------------------------------|
| 76/225,557                | CHLORASCRUB                   |
| 76/020,087                | 2 GO                          |
| 76/265,177                | CLEAN BOTTOMS                 |
| 76/363,825                | Design Only (Tiger)           |
| 76/393,449                | BACTOPREP                     |
| 78/139,005                | SOLO                          |
| 78/149,301                | REAL CLOTH EZ ONES and Design |

## U.S. Trademark Registrations

| Registration Number | Mark                       |
|---------------------|----------------------------|
| 719,409             | WET-NAP                    |
| 1,163,330           | PDI                        |
| 1,183,403           | IO-GONE                    |
| 1,192,402           | DUO-SWAB                   |
| 1,239,922           | NICE CLEAN                 |
| 1,311,906           | NP (Logo)                  |
| 1,414,675           | PUDGIES                    |
| 1,417,136           | RUB A DUBS (Logo)          |
| 1,456,021           | NICE 'N CLEAN (Stylized)   |
| 1,494,752           | ACTION                     |
| 1,502,415           | NICE-PAK                   |
| 1,574,337           | SANI-DEX                   |
| 1,665,082           | SANI-CLOTH                 |
| 1,742,641           | Design Only (Bear)         |
| 1,891,613           | SANI-HANDS                 |
| 1,987,498           | DRY NAP                    |
| 2,058,087           | SEE CLEAR                  |
| 2,021,878           | SKIN-GUARD                 |
| 2,125,758           | SANI-SYSTEM                |
| 2,300,934           | SALISWAB                   |
| 2,306,502           | THERMO-SAN                 |
| 2,320,037           | HYGEA                      |
| 2,367,823           | PDI                        |
| 2,453,523           | NICE 'N CLEAN SPORTSCLOTHS |
| 2,491,350           | GRIME BOSS                 |
| 2,512,397           | CLEAN & EASY               |
| 2,559,607           | MEDI-SOOTHE                |
| 2,560,181           | NP NICE PAK (Logo)         |
| 2,565,754           | SANI-WIPE                  |
| 2,579,046           | NICE 'N CLEAN              |

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 26, 2002, between NICE-PAK PRODUCTS, INC., a New York corporation (the “Debtor”), and FLEET CAPITAL CORPORATION, a Rhode Island corporation (“Fleet”), in its capacity as agent for the lending institutions (the “Lenders”) from time to time party to the Loan Agreement (as defined below) (Fleet, in such capacity and together with any successor in such capacity, the “Agent”).

Debtor and Agent hereby agree as follows:

### **SECTION 1. Definitions; Interpretation.**

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“**Collateral**” has the meaning set forth in Section 2.

“**Loan Agreement**” means that certain Loan and Security Agreement, dated as of the date hereof, among Debtor, the Lenders and Agent.

“**PTO**” means the United States Patent and Trademark Office.

“**Secured Parties**” means Agent, for its benefit and for the benefit of the Lenders and the Swap Counterparty (if any).

“**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of New York.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## **SECTION 2. Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, Debtor hereby collaterally assigns to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a security interest in and mortgage to, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in **Schedule A**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) **Continuing Security Interest.** Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

## **SECTION 3. Supplement to Loan Agreement.**

This Agreement has been entered into in conjunction with the security interests granted to Agent under the Loan Agreement or other security documents referred to therein. The rights and remedies of Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

#### **SECTION 4. Representations and Warranties.**

Debtor represents and warrants to Agent that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in **Schedule A** attached hereto and made a part hereof.

#### **SECTION 5. Further Acts.**

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Agent may record this Agreement, an abstract thereof, or any other document describing Agent's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Agent. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Agent in a writing signed by the Debtor of the brief details thereof and grant to the Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Agent.

#### **SECTION 6. Authorization to Supplement.**

If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Agent unilaterally to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

#### **SECTION 7. Binding Effect.**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Agent and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

#### **SECTION 8. Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the

validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

**SECTION 9. Entire Agreement; Amendment.**

This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Agent under the Loan Agreement.

**SECTION 10. 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 but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

**SECTION 11. Termination.**

Upon the indefeasible payment and performance in full of all Obligations and termination of the Agent's obligation to extend further Loans, the security interests created by this Agreement shall terminate and Agent (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Agent hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

**SECTION 12. No Inconsistent Requirements.**

Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

**SECTION 13. Severability.**

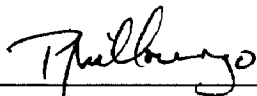
If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

**SECTION 14. Notices.**

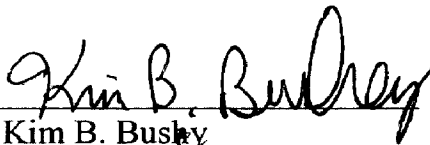
All notices, demands, requests, and other communications given under this Agreement shall be given and shall be effective as provided in Section 11.8 of the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**NICE-PAK PRODUCTS, INC.**

By:   
Name: Peter Giallorenzo  
Title: Chief Financial Officer

**FLEET CAPITAL CORPORATION, as Agent**

By:   
Name: Kim B. Busby  
Title: Senior Vice President



**SCHEDULE A**  
to the Trademark Security Agreement

Debtor: Nice-Pak Products, Inc.

**U.S. Registered Trademarks of Debtor**

| <b>Registration Number</b> | <b>Registration Date</b> | <b>Mark</b>              | <b>Owner</b>            |
|----------------------------|--------------------------|--------------------------|-------------------------|
| 719,409                    | 08/01/61                 | WET-NAP                  | Nice-Pak Products, Inc. |
| 1,163,330                  | 08/04/81                 | PDI                      | Nice-Pak Products, Inc. |
| 1,183,403                  | 12/29/81                 | IO-GONE                  | Nice-Pak Products, Inc. |
| 1,192,402                  | 03/23/82                 | DUO-SWAB                 | Nice-Pak Products, Inc. |
| 1,239,922                  | 05/31/83                 | NICE CLEAN               | Nice-Pak Products, Inc. |
| 1,311,906                  | 01/01/85                 | NP (Logo)                | Nice-Pak Products, Inc. |
| 1,414,675                  | 10/28/86                 | PUDGIES                  | Nice-Pak Products, Inc. |
| 1,417,136                  | 11/18/86                 | RUB A DUBS (Logo)        | Nice-Pak Products, Inc. |
| 1,456,021                  | 09/08/87                 | NICE 'N CLEAN (Stylized) | Nice-Pak Products, Inc. |
| 1,494,752                  | 07/05/88                 | ACTION                   | Nice-Pak Products, Inc. |
| 1,502,415                  | 08/30/88                 | NICE-PAK                 | Nice-Pak Products, Inc. |
| 1,574,337                  | 01/02/90                 | SANI-DEX                 | Nice-Pak Products, Inc. |
| 1,665,082                  | 11/19/91                 | SANI-CLOTH               | Nice-Pak Products, Inc. |
| 1,742,641                  | 12/29/92                 | Design Only (Bear)       | Nice-Pak Products, Inc. |
| 1,891,613                  | 04/25/95                 | SANI-HANDS               | Nice-Pak Products, Inc. |
| 1,987,498                  | 07/16/96                 | DRY NAP                  | Nice-Pak Products, Inc. |
| 2,058,087                  | 04/29/97                 | SEE CLEAR                | Nice-Pak Products, Inc. |
| 2,021,878                  | 12/10/96                 | SKIN-GUARD               | Nice-Pak Products, Inc. |
| 2,125,758                  | 12/30/97                 | SANI-SYSTEM              | Nice-Pak Products, Inc. |
| 2,300,934                  | 12/14/99                 | SALISWAB                 | Nice-Pak Products, Inc. |

| <b>Registration Number</b> | <b>Registration Date</b> | <b>Mark</b>                   | <b>Owner</b>            |
|----------------------------|--------------------------|-------------------------------|-------------------------|
| 2,306,502                  | 01/04/00                 | THERMO-SAN                    | Nice-Pak Products, Inc. |
| 2,320,037                  | 02/22/00                 | HYGEA                         | Nice-Pak Products, Inc. |
| 2,367,823                  | 07/18/00                 | PDI                           | Nice-Pak Products, Inc. |
| 2,453,523                  | 05/22/01                 | NICE 'N CLEAN<br>SPORTSCLOTHS | Nice-Pak Products, Inc. |
| 2,491,350                  | 09/18/01                 | GRIME BOSS                    | Nice-Pak Products, Inc. |
| 2,512,397                  | 11/27/01                 | CLEAN & EASY                  | Nice-Pak Products, Inc. |
| 2,559,607                  | 04/09/02                 | MEDI-SOOTHE                   | Nice-Pak Products, Inc. |
| 2,560,181                  | 04/09/02                 | NP NICE PAK (Logo)            | Nice-Pak Products, Inc. |
| 2,565,754                  | 04/30/02                 | SANI-WIPE                     | Nice-Pak Products, Inc. |
| 2,579,046                  | 06/11/02                 | NICE 'N CLEAN                 | Nice-Pak Products, Inc. |

**Pending U.S. Trademark Applications of Debtor**

| <b>Application Number</b> | <b>Application Date</b> | <b>Mark</b>                      | <b>Owner</b>            |
|---------------------------|-------------------------|----------------------------------|-------------------------|
| 76/225,557                | 11/27/01                | CHLORASCRUB                      | Nice-Pak Products, Inc. |
| 76/020,087                | 04/06/00                | 2 GO                             | Nice-Pak Products, Inc. |
| 76/265,177                | 05/31/01                | CLEAN BOTTOMS                    | Nice-Pak Products, Inc. |
| 76/363,825                | 01/28/02                | Design Only (Tiger)              | Nice-Pak Products, Inc. |
| 76/393,449                | 04/08/02                | BACTOPREP                        | Nice-Pak Products, Inc. |
| 78/139,005                | 06/26/02                | SOLO                             | Nice-Pak Products, Inc. |
| 78/149,301                | 07/31/02                | REAL CLOTH EZ ONES<br>and Design | Nice-Pak Products, Inc. |