03-13-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings ⇨⇨⇨

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

1. Name of conveying party(ies):
AMERICAN SANITARY INCORPORATED

3-10-03

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

Delaware

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

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A.
Internal Address: 14th Floor
Street Address: 901 Main Street
City: Dallas State: Texas Zip: 75202

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State a National Banking Association
☐ Other

If assignee is not domiciled in the United Stated, 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: February 28, 2003

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

A. Trademark Application No.(s)
76/065078

B. Trademark Registration No.(s)
2565492

Additional number(s) attached ☒ Yes ☐ No

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

Name: Joan L. Long
Internal Address: Mayer, Brown Rowe & Maw
C. Dore (02024346)
Street Address: P.O. Box 2828
City: Chicago State: IL Zip: 60690-2828

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....$ 140.00

☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
13-0019

(Attach duplicate copy of this page if paying by deposit account)

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.

Joan L. Long — Name of Person Signing
Signature
March 10, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 7

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

03/12/2003 EDUPER 00000152 76065078
01 FC:6521 40.00 DP
02 FC:6522 100.00 DP

TRADEMARK
REEL: 002689 FRAME: 0158

Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 2565493, 2464679, 2541649, and 2369493

TRADEMARK SECURITY AGREEMENT - SHORT FORM

SECURITY AGREEMENT - SHORT FORM dated February 28, 2003 made by AMERICAN SANITARY INCORPORATED, a Delaware corporation, having its principal place of business at 8000 Regency Parkway Suite 285 Cary, NC 27511 (the "***Grantor***"), in favor of BANK OF AMERICA, N.A., having its principal place of business at 901 Main Street, 14th Floor, TX1-492-14-11, Dallas, Texas 75202, as the administrative agent and the collateral agent (together with any successor thereto appointed pursuant to Article VIII of the Credit Agreement referred to below, the "***Administrative Agent***") for the Lender Parties and the other Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AmSan, LLC and American Sanitary Incorporated (collectively, the "***Companies***") have entered into the Credit Agreement dated as of February 28, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***") with the banks, financial institutions and other institutional lenders from time to time party thereto and the Administrative Agent.

WHEREAS, as a condition precedent to the making of Advances by the Lender Parties under the Credit Agreement, the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement and the entering into by the Hedge Banks of the Secured Hedge Agreements hereafter from time to time, the Grantor has executed and delivered the Security Agreement dated February 28, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***") made by the Grantor and certain other Subsidiaries (as defined in the Credit Agreement) of the Companies party thereto in favor of the Administrative Agent. Capitalized terms not otherwise defined herein shall have the same meaning as specified therefor in the Credit Agreement or in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a lien on and security interest in all of the Grantor's right, title and interest in, among other property and assets, all of the intellectual property of the Grantor, whether now owned or hereafter created or acquired, to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed under the terms of the Security Agreement to execute this Agreement covering all of its trademark and service mark registrations, applications for trademark or service mark registrations and trademark and service mark licenses comprising part of such intellectual property for recording with the U.S. Patent and Trademark Office and other applicable Governmental Authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a lien on and security interest in all of the Grantor's right, title and interest in and to (a) all United States and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious names, trade dress, service marks, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether or not registered and whether or not currently in use, (b) all United States and foreign trademark and service mark

registrations, applications for trademark or service mark registrations and trademark and service mark licenses set forth on Schedule A hereto (as such Schedule A may be supplemented from time to time), (c) any and all common law rights, and rights provided by international treaties and conventions, in and to any of the foregoing and (d) any and all extensions and renewals of or with respect to any of the foregoing, including, but not limited to:

(i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof;

(ii) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and

(iii) all rights of the Grantor corresponding thereto throughout the world and all other rights of the Grantor of any kind whatsoever accruing thereunder or pertaining thereto;

together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement to Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law, and all proceeds of any or all of the foregoing (collectively, the "***Collateral***").

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any officer of any other applicable Governmental Authority record this Agreement.

SECTION 3. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the lien and security interest by the Grantor hereunder to, and the rights and remedies of, the Administrative Agent, on behalf of itself and the other Secured Parties, with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference in their entirety as if fully set forth herein.

SECTION 4. 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.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:
8000 Regency Parkway, Suite 285
Cary, NC 27511

AMERICAN SANITARY INCORPORATED

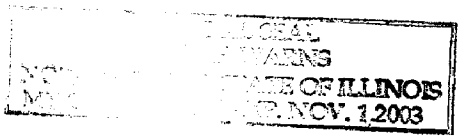
By _____
Name: Philip Macnabb
Title: CFO

TRADEMARK
REEL: 002689 FRAME: 0162

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 27th day of February, 2003, before me personally came Philip MacNabb who, being by me duly sworn, did state as follows: that he is CFO of: American Sanitary Incorporated, that he is authorized to execute the foregoing Agreement on behalf of said entity and that he did so by authority of the Board of Directors of said entity.

Kevin H. Warns
Notary Public



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SCHEDULE A

Trademarks

AMSAN, Registration No. 2,565,492 (Class 3), registered April 30, 2002 with the United States Patent and Trademark Office.

AMSAN, Registration No. 2,565,493 (Class 37 and 41), registered April 30, 2002 with the United States Patent and Trademark Office.

AMSAN, Registration No. 2,464,679 (Class 35), registered June 26, 2001 with the United States Patent and Trademark Office.

AMSAN and Design, Registration No. 2,541,649 (Class 37 and 41), registered February 19, 2002 with the United States Patent and Trademark Office.

Trademark application for AMSAN and Design, Serial No. 76/065,078, Class 3, filed with the United States Patent and Trademark office on June 7, 2000.

AMSAN and Design, Registration No. 2,369,493 (Class 35), registered July 18, 2000 with the United States Patent and Trademark Office.