

03-20-2003



-102395006

:ET

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

To the Honorable Commissioner

Attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Lornamead Brands, Inc.

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

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: March 7, 2003

## 2. Name and address of receiving party(ies)

Name: HSBC Bank USA

Internal

Address: \_\_\_\_\_

Street Address: One HSBC Center

City: Buffalo State: NY Zip: 14203

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other New York banking corporation

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 registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

75/864,149

B. Trademark Registration No.(s) 2,078,448;

2,004,282; 2,451,678; 2,652,569;

Additional number(s) attached ☒ Yes ☐ No 2,407,043

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

Name: Tara Hart-Nova, Esq.

Intellectual Property Group

Internal Address: \_\_\_\_\_

Phillips, Lytle, Hitchcock, Blaine &amp;

Huber LLP

Street Address: 3400 HSBC Center

City: Buffalo State: NY Zip: 14203

## 6. Total number of applications and registrations involved: \_\_\_\_\_

7

7. Total fee (37 CFR 3.41).....\$190.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

OFFICE OF POLICY RECORDS  
 2003 MAR 18 PM 2:16  
 FINANCE SECTION

03/19/2003 DBYRNE 00000030 75864149

DO NOT USE THIS SPACE

01 FC:0521 Signature. 40.00 00

02 FC:0522 150.00 00

Tara Hart-Nova

Name of Person Signing

Tara Hart-Nova

Signature

3/12/03

Date

Total number of pages including cover sheet, attachments, and document: 27

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

TRADEMARK  
 REEL: 002696 FRAME: 0135

2,102,103

**SECURITY AGREEMENT AND ASSIGNMENT  
OF TRADEMARKS AND SERVICE MARKS**

**FOR VALUE RECEIVED, LORNAMEAD BRANDS, INC.**, a Delaware corporation, with an office at 175 Cooper Avenue, Tonawanda, New York 14150 ("Debtor") and **HSBC BANK USA**, a New York banking corporation with an office at One HSBC Center, Buffalo, New York ("Secured Party") agree as follows:

1. **Security Interest.** Debtor hereby transfers and assigns to the Secured Party and grants to the Secured Party a security interest ("Security Interest") in all its rights, title and interest, whether now owned or hereafter owned or acquired by Debtor, in and to: (i) all marks used by Debtor in Debtor's business, including, without limitation, all marks listed on Schedule A hereto (collectively, "Marks" whether trademarks or service marks); (ii) all licenses of the use of the Marks, including, without limitation, all licenses described on Schedule A (collectively, "Licenses"); (iii) all good will associated with the Marks or with the use of each Mark licensed; (iv) all registrations, certificates of registration (and similar documents), and applications for registration of the Marks, whether issued or pending before the United States Patent and Trademark Office, the Secretary of State of the State of New York, a governmental body of any other state, commonwealth, district or territory of the United States or a governmental body of any other country, whether issued to or filed by Debtor or to or by another and subsequently assigned to Debtor, including, without limitation, all registration, certificates of registration and applications for registration described on Schedule A, together with any renewals thereof (collectively, Registrations) and (v) all proceeds of all of the foregoing in any form, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any of the Marks, and of any Marks licensed under any License, or for injury to the goodwill associated with the Marks, Registration or Marks licensed under any License (collectively, "Collateral").

2. **Indebtedness Secured.** The Security Interest secures payment of any and all indebtedness ("Indebtedness") of Debtor to the Secured Party, whether now existing or hereafter incurred, of every kind and character, direct or indirect, and whether such Indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, including, without limitation: (a) Indebtedness not yet outstanding, but contracted for, or with respect to which any other commitment by the Secured Party exists including, without limitation, Indebtedness under that certain Loan and Security Agreement dated of even date herewith between Debtor and Secured Party, as amended from time to time, including, without limitation, any schedule thereto ("Loan Agreement"); (b) all interest provided in any instrument, document or agreement (including this Security Agreement) which accrues on any Indebtedness until payment of such Indebtedness in full; (c) any moneys payable as hereinafter provided; and (d) any debts owed or to be owed by Debtor to others which the Secured Party has obtained, and or may obtain, by assignment or otherwise.

3. **Representations and Warranties.** Debtor represents and warrants and, so long as this Security Agreement is in effect, shall be deemed continuously to represent and warrant that: (a) the Marks are subsisting; (b) Debtor has genuine, valid, subsisting interests in the Collateral and knows of no defect in its title thereto; (c) Debtor has not heretofore alienated, assigned, encumbered, or otherwise disposed of the Collateral except as disclosed in any schedule hereto or to the Loan Agreement; (d) there are no suits or actions commenced or threatened against Debtor with reference to the Collateral; and (e) Debtor is authorized to enter into this Security Agreement.

4. **Covenants of Debtor.** So long as this Security Agreement is in effect, Debtor: (a) will defend the Collateral against the claims and demands of all other parties and, at its own expense, bring suit in the name of Debtor at the request of the Secured Party for infringement; provided, however, if the Secured Party finds it necessary or desirable, the Secured Party may prosecute others for infringement and may join Debtor as party-plaintiffs; will keep the Collateral free from all security interests or other encumbrances, except the Security Interest and except as specified in an appropriate schedule hereto or to the Loan Agreement; and will not sell, transfer, assign, license, deliver, renounce or otherwise dispose of any Collateral or any interest therein without the prior written consent of the Secured Party or except as permitted under the Loan Agreement; (b) will promptly notify the Secured Party of any suit for infringement brought against Debtor and shall promptly furnish the Secured Party copies of the litigation papers; (c) will notify the Secured Party promptly in writing of any change in Debtor's business address or chief executive office, specified above or in any change in its state of organization; (d) in connection herewith, will authorize or otherwise execute and deliver to the Secured Party such financing statements, assignments and other documents, and do such other things relating to the Collateral and the Security Interest as the Secured Party may request, pay all costs of title searches and filing financing statements, assignments, this Security Agreement and other documents in all public offices requested by the Secured Party; and (e) if the Marks are registered, will give notice of such fact in the manner prescribed by Section 1111 of Title 15, United States Code, or by state or foreign law, if applicable.

5. **Events of Default.**

(a) Any of the following events or conditions shall constitute an event of default hereunder ("Event of Default"): an Event of Default as defined in the Loan Agreement.

(b) Secured Party, at its sole election, may declare all or any part of any Indebtedness not payable on demand to be immediately due and payable without demand or notice of any kind upon the happening of any Event of Default not cured within 10 days of notice (other than an Event of Default under either paragraph 11.1(e) or 11.1(f) of the Loan Agreement). All or any part of any Indebtedness not payable on demand shall be immediately due and payable without demand or notice of any kind upon the happening of one or more events of default under

paragraph 11.1(e) or 11.1(f) of the Loan Agreement. The provisions of this paragraph are not intended in any way to affect any rights of Secured Party with respect to any Indebtedness which may now or hereafter be payable on demand.

(c) The Secured Party's rights and remedies with respect to the Collateral shall be those of a Secured Party under the Uniform Commercial Code and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and the Secured Party. Upon the existence or occurrence of an Event of Default, the Secured Party may use or license others to use the Marks, and may further assign the marks and their registrations and certificates of registration (or similar documents) together with the good will associated therewith.

(d) Without in any way requiring notice to be given in the following time and manner, Debtor agrees that any notice by the Secured Party of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to Debtor if such notice is mailed by regular or certified mail, postage prepaid, at least ten (10) days prior to such action, to Debtor's address specified above or to any other address which Debtor has specified in writing to the Secured Party as the address to which notices hereunder shall be given to Debtor.

(e) Debtor agrees to pay on demand all reasonable costs and expenses incurred by the Secured Party in enforcing this Security Agreement, in realizing upon or protecting any Collateral and in enforcing and collecting any Indebtedness or any guaranty thereof, including, without limitation, if the Secured Party retains counsel for advice, suit, appeal, insolvency or other proceedings under the federal Bankruptcy Code or otherwise, or for any of the above purposes, the reasonable attorneys' fees incurred by the Secured Party. Payment of all sums hereunder is secured by the Collateral.

## 6. **Miscellaneous.**

(a) Debtor hereby authorizes the Secured Party, at Debtor's expense, to file such financing statement or statements relating to the Collateral without Debtor's signature thereon as the Secured Party at its option may deem appropriate, and appoints the Secured Party as Debtor's attorney-in-fact (without requiring the Secured Party) to execute any such financing statement or statements in Debtor's name and to perform all other acts which the Secured Party deems appropriate to perfect and continue the Security Interest and to protect, preserve and realize upon the Collateral.

(b) (i) As further security for payment of the Indebtedness, Debtor hereby grants to the Secured Party a Security Interest in and lien on any and all personal property of Debtor which is or may hereafter be in the possession or control of the Secured Party in any

capacity or of any third party acting on its behalf, including, without limitation, all deposit and other accounts and all moneys owed or to be owed by the Secured Party to Debtor; and with respect to all of such property, the Secured Party shall have the same rights hereunder as it has with respect to the Collateral.

(ii) Without limiting any other right of the Secured Party, whenever the Secured Party has the right to declare any Indebtedness to be immediately due and payable (whether or not it has so declared), the Secured Party at its sole election may setoff against the Indebtedness any and all moneys then or thereafter owed to Debtor by the Secured Party, in any capacity, whether or not the Indebtedness or the obligation to pay such moneys owed by the Secured Party is then due, and the Secured Party shall be deemed to have exercised such right of setoff immediately at the time of such election even though any charge therefor is made or entered on the Secured Party's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, the Secured Party may, but shall not be obligated to perform any or all such duties, including, without limitation, payment of taxes, assessments, insurance and other charges and expenses as herein provided, and Debtor shall pay an amount equal to the cost thereof to the Secured Party on demand by the Secured Party. Payment of all moneys hereunder shall be secured by the Collateral.

(d) Unless any instrument, documents, or agreement evidencing any Indebtedness expressly provides a rate for the accrual of interest after such Indebtedness becomes due, the rate at which interest on such Indebtedness shall accrue after such Indebtedness becomes due, whether by reason of default or otherwise until such Indebtedness is paid in full, shall be at the rate provided in such instrument, document, or agreement which is in effect immediately prior to such Indebtedness becoming due.

(e) No course of dealing between Debtor and the Secured Party, and no delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Secured Party may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of the Secured Party hereunder are cumulative.

(f) Debtor authorizes the Secured Party, without notice or demand and without affecting Debtor's obligations hereunder, from time to time: (i) to exchange, enforce or release any collateral or any part thereof (other than the Collateral) taken from any party for payment of the Indebtedness or any part thereof; (ii) to release, substitute or modify any obligation of any indorser, guarantor or other party in any way obligated to pay the Indebtedness

or any part thereof, or any party who has given any security, mortgage or other interest in any other collateral as security for the payment of the Indebtedness or any part thereof; (iii) upon the occurrence of any Event of Default as hereinabove provided, to direct the order or manner of disposition of the Collateral and any and all other collateral and the enforcement of any and all indorsements, guaranties and other obligations relating to the Indebtedness or any part thereof, as the Secured Party, in its sole discretion, may determine; and (iv) to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness or any part thereof.

(g) The rights and benefits of the Secured Party hereunder shall, if the Secured Party so directs, inure to any party acquiring any interest in the Indebtedness or any part thereof.

(h) The Secured Party and Debtor as used herein shall include the successors or assigns of those parties.

(i) No modification, rescission, waiver, release or amendment of any provision of this Security Agreement shall be made, except by a written agreement subscribed by Debtor and by a duly authorized officer of the Secured Party.

(j) This Security Agreement and the transaction evidenced hereby shall be construed under the laws of New York State, as the same may from time to time be in effect, without regard to principles of conflicts of laws.

(k) All terms, unless otherwise defined in this Security Agreement, shall have the definitions set forth in the Uniform Commercial Code adopted in New York State, as the same may from time to time be in effect.

(l) Debtor hereby irrevocably appoints the Secured Party the Debtor's agent with full power, in the same manner, to the same extent and with the same effect as if Debtor were to do the same: after the occurrence of an Event of Default to receive and collect all mail addressed to Debtor; to direct the place of delivery thereof to any location designated by the Secured Party; to open such mail; to remove all contents therefrom; to retain all contents thereof constituting or relating to the Collateral; and to perform all other acts which the Secured Party deems appropriate to protect, preserve and realize upon the Collateral. The agency hereby created is unconditional and shall not terminate until all of the Indebtedness is paid in full and until all commitments by the Secured Party to lend funds to Debtor have expired or been terminated.

(m) This Security Agreement is and is intended to be a continuing Security Agreement and shall remain in full force and effect until the officer in charge of the Department of the Secured Party located at the address specified above shall actually receive

from Debtor written notice of its discontinuance; provided, however, this Security Agreement shall remain in full force and effect thereafter until all of the Indebtedness outstanding, or contracted or committed for (whether or not outstanding), before the receipt of such notice by the Secured Party, and any extensions or renewals thereof (whether made before or after receipt of such notice), together with interest accruing thereon after such notice, shall be finally and irrevocably paid in full. If, after receipt of any payment of all or any part of the Indebtedness, the Secured Party is for any reason compelled to surrender such payment to any person or entity, because such payment is determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, this Security Agreement shall continue in full force notwithstanding any contrary action which may have been taken by the Secured Party in reliance upon such payment, and any such contrary action so taken shall be without prejudice to the Secured Party's rights under this Security Agreement and shall be deemed to have been conditioned upon such payment having become final and irrevocable.

Dated: March 7, 2003

**LORNAMEAD BRANDS, INC.**

By: \_\_\_\_\_

  
**Michael Greig**  
**Secretary**



Name: KENT FRASER POLLARD  
Notary Public - Province of Ontario  
No Expiry Date On My Commission

TRADEMARK  
REEL: 002696 FRAME: 0143

**SCHEDULE A**

**TO TRADEMARK SECURITY AGREEMENT**

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Algeria	NATURAL WHITE		76225652
Argentina	RAPIDWHITE		1713120
Argentina	NATURAL WHITE	2102270	
Australia	NATURAL WHITE		701202
Australia	ORALVITE		805173
Australia	RAPIDWHITE		739914
Austria	NATURAL WHITE		188183
Austria	RAPIDWHITE		185062
Austria	ORALVITE		184966
Austria	BRILLIANT		177338
Austria	RAPIDWHITE	7007196	
Bahrain	BRILLIANT		23621
Bahrain	NATURAL WHITE		19134
Bahrain	RAPIDWHITE		23127
Bahrain	ORALVITE	1139199	
Barbados	NATURAL WHITE		81/1 0490
Benelux	ORALVITE		655463
Benelux	NATURAL WHITE		551530
Benelux	BRILLIANT		632058
Benelux	NATURAL WHITE	896469	
Benelux	RAPIDWHITE	915274	
Brazil	BRILLIANT	820907960	
Brazil	NATURAL WHITE	821449605	

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Bulgaria	RAPIDWHITE		42089
Canada	BRILLIANT		542521
Canada	RAPIDWHITE		515,480
Canada	NATURAL WHITE		459,660
China	BRILLIANT		1410286
China	NATURAL WHITE		818514
Costa Rica	NATURAL WHITE		
Costa Rica	RAPIDWHITE		110439
Croatia	BRILLIANT		Z980590
Croatia	NATURAL WHITE	2980589A	
Croatia	RAPIDWHITE	980393A	
CTM	RAPIDWHITE		305557
Cyprus	NATURAL WHITE		45480
Cyprus	BRILLIANT	50220	
Czech Republic	BRILLIANT		217445
Czech Republic	RAPIDWHITE		118330
Denmark	RAPIDWHITE		VA07007
Denmark	ORALVITE		VR9901299
Denmark	BRILLIANT		VR98/02237
Dominican Republic	NATURAL WHITE		96331
Ecuador	RAPIDWHITE		44000
Ecuador	NATURAL WHITE	84173	
Egypt	RAPIDWHITE		29742
Egypt	NATURAL WHITE	97880	
Estonia	BRILLIANT		30034
Estonia	RAPIDWHITE		29742

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Finland	BRILLIANT		213673
Finland	RAPIDWHITE		199605323
Finland	ORALVITE		218620
Finland	NATURAL WHITE	4742/96	
France	NATURAL WHITE		94508090
France	ORALVITE		99782512
France	RAPIDWHITE		657015
France	BRILLIANT		98731244
Germany	RAPIDWHITE		9656267
Germany	ORALVITE		39924234.1
Germany	NATURAL WHITE EXTREME	DE 302428496	
Greece	BRILLIANT		136871
Greece	RAPIDWHITE	1175	
Guatemala	NATURAL WHITE	M-6360-7	
Hong Kong	RAPIDWHITE		B02767199
Hungary	RAPIDWHITE		154298
India	RAPIDWHITE	779537	
India	NATURAL WHITE	784510	
India	BRILLIANT	799639	
Indonesia	RAPIDWHITE		435335
Indonesia	BRILLIANT	D9810196	
Ireland	ORALVITE		212847
Ireland	RAPIDWHITE	204215	
Italy	NWBRILLIANT		829251
Italy	NATURAL WHITE		769133
Italy	RAPIDWHITE	96CO05755	
Italy	ORALVITE	M199C3204	

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Japan	ORIGINAL FORMULA		3300735
Japan	RAPIDWHITE	9010408	
Jordan	RAPIDWHITE		50899
Korea	NATURAL WHITE		327139
Korea	RAPIDWHITE		442008
Korea	BRILLIANT	9810581	
Kuwait	RAPIDWHITE		33222
Kuwait	ORALVITE	47673	
Kuwait	BRILLIANT	47674	
Latvia	BRILLIANT		M44238
Latvia	RAPIDWHITE		M43518
Lebanon	NATURAL WHITE		67317
Lebanon	BRILLIANT		76505
Lebanon	RAPIDWHITE		73790
Lebanon	ORALVITE	16011	
Lithuania	BRILLIANT		38461
Lithuania	RAPIDWHITE		37154
Malaysia	NATURAL WHITE	9401637	
Malaysia	RAPIDWHITE	98/06527	
Malaysia	BRILLIANT	98107238	
Malta	BRILLIANT		28527
Malta	NATURAL WHITE		24486
Malta	RAPIDWHITE		28442
Mexico	RAPIDWHITE		565326
Mexico	BRILLIANT		676511
Morocco	RAPIDWHITE		
Morocco	BRILLIANT	65911	

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
New Zealand	RAPIDWHITE		280028
New Zealand	NATURAL WHITE	258490	
New Zealand	NWBRILLIANT	284877	
Norway	BRILLIANT		195177
Norway	RAPIDWHITE		210113
Norway	ORALVITE		198914
Oman	RAPIDWHITE	14970	
Oman	BRILLIANT	17759	
Oman	NATURAL WHITE	18121	
Oman	ORALVITE	19994	
Pakistan	NATURAL WHITE	133237	
Pakistan	RAPIDWHITE	145008	
Pakistan	BRILLIANT	147551	
Panama	BRILLIANT		98631
Panama	NATURAL WHITE		9863301
Panama	RAPIDWHITE		095519
Paraguay	NATURAL WHITE		197035
Paraguay	NATURAL WHITE	25232 97	
Philippines	RAPIDWHITE	4 98 01361	
Philippines	NATURAL WHITE	940603	
Poland	RAPIDWHITE	Z168211	
Poland	BRILLIANT	Z186088	
Portugal	RAPIDWHITE		321068
Portugal	NATURAL WHITE		311370
Portugal	BRILLIANT	330111	

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Qatar	NATURAL WHITE		13689
Qatar	RAPIDWHITE	16165	
Qatar	BRILLIANT	18515	
Qatar	ORALVITE	20588	
Romania	RAPIDWHITE		36365
Romania	BRILLIANT		39725
Romania	NATURAL WHITE	50962	
Russia	BRILLIANT		10335
Russia	RAPIDWHITE		193583
S. Africa	BRILLIANT		1997118734
S. Africa	RAPIDWHITE		97/11950
Salvador	RAPIDWHITE		129
Saudi Arabia	BRILLIANT		510/72
Saudi Arabia	ORALVITE		555/56
Saudi Arabia	RAPIDWHITE	37420	
Slovak Republic	RAPIDWHITE		190305
Slovak Republic	NATURAL WHITE		188725
Slovak Republic	BRILLIANT		190030
Slovenia	RAPIDWHITE		9771752
Slovenia	BRILLIANT		9870681
Slovenia	NATURAL WHITE	Z-9671523	
Spain	RAPIDWHITE	2163702	
Sweden	ORALVITE		349332
Sweden	NWBRILLIANT	98 00029	
Switzerland	RAPIDWHITE		447167
Switzerland	NWBRILLIANT		452396

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Taiwan	BRILLIANT		856736
Taiwan	RAPIDWHITE		814535
Tangier	RAPIDWHITE		
Tangier	BRILLIANT		13475
Tunisia	NATURAL WHITE		EE.96.1065
Turkey	RAPIDWHITE		
U.A.E.	NATURAL WHITE		12829
U.A.E.	RAPIDWHITE		24268
U.A.E.	RAPIDWHITE		19850
U.A.E.	BRILLIANT	27029	
U.A.E.	ORALVITE	31731	
U.K.	LIGHTENING WHITE		2218802
U.K.	NATURAL WHITE	2050442	
U.K.	NATURAL WHITE	2060391	
U.K.	RAPIDWHITE	2119494	
U.K.	RAPIDWHITE	21518292	
U.K.	ORALVITE		2191395
Ukraine	RAPIDWHITE		19861
Ukraine	BRILLIANT		21293
Ukraine	NATURAL WHITE		18811
United States	NATURAL WHITE		2,078,448
United States	MISCELLANEOUS DESIGN		2,004,282
United States	WARM & FORM		2,451,678
United States	RAPIDWHITE		2,102,103
United States	LIGHTENING WHITE	75/864,149	
United States	NATURAL WHITE EXTREME		2,652,569



<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>
United States	SOFT POLISH		2,407,043
Uruguay	NATURAL WHITE		283536
Venezuela	RAPIDWHITE	17406/97	

## NOTICE OF SECURITY INTEREST

Notice is hereby given that **LORNAMEAD BRANDS, INC.**, a Delaware corporation, with its principal place of business located at 175 Cooper Avenue, Tonawanda, New York 14150 ("Debtor") has granted a security interest to **HSBC BANK USA** with its principal place of business located at One HSBC Center, Buffalo, New York 14203 ("Secured Party"), in and to all of the trademarks listed on Schedule A and the applications, registrations and goodwill associated therewith, pursuant to an agreement between Debtor and Secured Party dated of even date herewith and as the same may be amended or supplemented from time to time.

Dated: March 7, 2003

**LORNAMEAD BRANDS, INC.**

By: Michael Greig  
**Michael Greig**  
**Secretary**

PROVINCE OF ONTARIO

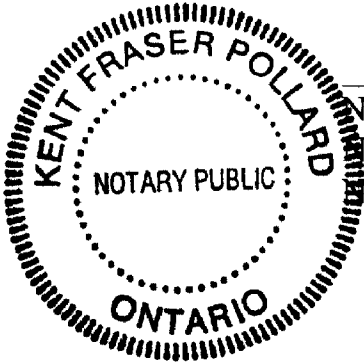
)

)SS.:

COUNTY OF YORK REGION

)

On the 24 day of March in the year 2003, before me, the undersigned, personally appeared Michael Greig, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Name:

KENT FRASER POLLARD  
Notary Public - Province of Ontario

to Expiry Date On My Commission

SPAhj

BFLO Doc # 1261757.5

TRADEMARK

REEL: 002696 FRAME: 0153

**SCHEDULE A****TO NOTICE OF SECURITY INTEREST IN TRADEMARKS**

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Algeria	NATURAL WHITE		76225652
Argentina	RAPIDWHITE		1713120
Argentina	NATURAL WHITE	2102270	
Australia	NATURAL WHITE		701202
Australia	ORALVITE		805173
Australia	RAPIDWHITE		739914
Austria	NATURAL WHITE		188183
Austria	RAPIDWHITE		185062
Austria	ORALVITE		184966
Austria	BRILLIANT		177338
Austria	RAPIDWHITE	7007196	
Bahrain	BRILLIANT		23621
Bahrain	NATURAL WHITE		19134
Bahrain	RAPIDWHITE		23127
Bahrain	ORALVITE	1139199	
Barbados	NATURAL WHITE		81/1 0490
Benelux	ORALVITE		655463
Benelux	NATURAL WHITE		551530
Benelux	BRILLIANT		632058
Benelux	NATURAL WHITE	896469	
Benelux	RAPIDWHITE	915274	
Brazil	BRILLIANT	820907960	
Brazil	NATURAL WHITE	821449605	

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Bulgaria	RAPIDWHITE		42089
Canada	BRILLIANT		542521
Canada	RAPIDWHITE		515,480
Canada	NATURAL WHITE		159,660
China	BRILLIANT		1410286
China	NATURAL WHITE		818514
Costa Rica	NATURAL WHITE		
Costa Rica	RAPIDWHITE		110439
Croatia	BRILLIANT		Z980590
Croatia	NATURAL WHITE	2980589A	
Croatia	RAPIDWHITE	980393A	
CTM	RAPIDWHITE		305557
Cyprus	NATURAL WHITE		45480
Cyprus	BRILLIANT	50220	
Czech Republic	BRILLIANT		217445
Czech Republic	RAPIDWHITE		118330
Denmark	RAPIDWHITE		VA07007
Denmark	ORALVITE		VR9901299
Denmark	BRILLIANT		VR98/02237
Dominican Republic	NATURAL WHITE		96331
Ecuador	RAPIDWHITE		44000
Ecuador	NATURAL WHITE	84173	
Egypt	RAPIDWHITE		29742
Egypt	NATURAL WHITE	97880	

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Estonia	BRILLIANT		30034
Estonia	RAPIDWHITE		29742
Finland	BRILLIANT		213673
Finland	RAPIDWHITE		199605323
Finland	ORALVITE		218620
Finland	NATURAL WHITE	4742/96	
France	NATURAL WHITE		94508090
France	ORALVITE		99782512
France	RAPIDWHITE		657015
France	BRILLIANT		98731244
Germany	RAPIDWHITE		9656267
Germany	ORALVITE		39924234.1
Germany	NATURAL WHITE EXTREME	DE 302428496	
Greece	BRILLIANT		136871
Greece	RAPIDWHITE	1175	
Guatemala	NATURAL WHITE	M-6360-7	
Hong Kong	RAPIDWHITE		B02767199
Hungary	RAPIDWHITE		154298
India	RAPIDWHITE	779537	
India	NATURAL WHITE	784510	
India	BRILLIANT	799639	
Indonesia	RAPIDWHITE		435335
Indonesia	BRILLIANT	D9810196	
Ireland	ORALVITE		212847
Ireland	RAPIDWHITE	204215	
Italy	NWBRILLIANT		829251

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Italy	NATURAL WHITE		769133
Italy	RAPIDWHITE	96CO05755	
Italy	ORALVITE	M199C3204	
Japan	ORIGINAL FORMULA		3300735
Japan	RAPIDWHITE	9010408	
Jordan	RAPIDWHITE		50899
Korea	NATURAL WHITE		327139
Korea	RAPIDWHITE		442008
Korea	BRILLIANT	9810581	
Kuwait	RAPIDWHITE		33222
Kuwait	ORALVITE	47673	
Kuwait	BRILLIANT	47674	
Latvia	BRILLIANT		M44238
Latvia	RAPIDWHITE		M43518
Lebanon	NATURAL WHITE		67317
Lebanon	BRILLIANT		76505
Lebanon	RAPIDWHITE		73790
Lebanon	ORALVITE	16011	
Lithuania	BRILLIANT		38461
Lithuania	RAPIDWHITE		37154
Malaysia	NATURAL WHITE	9401637	
Malaysia	RAPIDWHITE	98/06527	
Malaysia	BRILLIANT	98107238	
Malta	BRILLIANT		28527
Malta	NATURAL WHITE		24486
Malta	RAPIDWHITE		28442

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Mexico	RAPIDWHITE		565326
Mexico	BRILLIANT		676511
Morocco	RAPIDWHITE		
Morocco	BRILLIANT	65911	
New Zealand	RAPIDWHITE		280028
New Zealand	NATURAL WHITE	258490	
New Zealand	NWBRILLIANT	284877	
Norway	BRILLIANT		195177
Norway	RAPIDWHITE		210113
Norway	ORALVITE		198914
Oman	RAPIDWHITE	14970	
Oman	BRILLIANT	17759	
Oman	NATURAL WHITE	18121	
Oman	ORALVITE	19994	
Pakistan	NATURAL WHITE	133237	
Pakistan	RAPIDWHITE	145008	
Pakistan	BRILLIANT	147551	
Panama	BRILLIANT		98631
Panama	NATURAL WHITE		9863301
Panama	RAPIDWHITE		095519
Paraguay	NATURAL WHITE		197035
Paraguay	NATURAL WHITE	25232 97	
Philippines	RAPIDWHITE	4 98 01361	
Philippines	NATURAL WHITE	940603	
Poland	RAPIDWHITE	Z168211	
Poland	BRILLIANT	Z186088	



<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Portugal	RAPIDWHITE		321068
Portugal	NATURAL WHITE		311370
Portugal	BRILLIANT	330111	
Qatar	NATURAL WHITE		13689
Qatar	RAPIDWHITE	16165	
Qatar	BRILLIANT	18515	
Qatar	ORALVITE	20588	
Romania	RAPIDWHITE		36365
Romania	BRILLIANT		39725
Romania	NATURAL WHITE	50962	
Russia	BRILLIANT		10335
Russia	RAPIDWHITE		193583
S. Africa	BRILLIANT		1997118734
S. Africa	RAPIDWHITE		97/11950
Salvador	RAPIDWHITE		129
Saudi Arabia	BRILLIANT		510/72
Saudi Arabia	ORALVITE		555/56
Saudi Arabia	RAPIDWHITE	37420	
Slovak Republic	RAPIDWHITE		190305
Slovak Republic	NATURAL WHITE		188725
Slovak Republic	BRILLIANT		190030
Slovenia	RAPIDWHITE		9771752
Slovenia	BRILLIANT		9870681
Slovenia	NATURAL WHITE	Z-9671523	
Spain	RAPIDWHITE	2163702	
Sweden	ORALVITE		349332

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>REGISTRATION NUMBER</u></b>
Sweden	NWBRILLIANT	98 00029	
Switzerland	RAPIDWHITE		447167
Switzerland	NWBRILLIANT		452396
Taiwan	BRILLIANT		856736
Taiwan	RAPIDWHITE		814535
Tangier	RAPIDWHITE		
Tangier	BRILLIANT		13475
Tunisia	NATURAL WHITE		EE.96.1065
Turkey	RAPIDWHITE		
U.A.E.	NATURAL WHITE		12829
U.A.E.	RAPIDWHITE		24268
U.A.E.	RAPIDWHITE		19850
U.A.E.	BRILLIANT	27029	
U.A.E.	ORALVITE	31731	
U.K.	LIGHTENING WHITE		2218802
U.K.	NATURAL WHITE	2050442	
U.K.	NATURAL WHITE	2060391	
U.K.	RAPIDWHITE	2119494	
U.K.	RAPIDWHITE	21518292	
U.K.	ORALVITE		2191395
Ukraine	RAPIDWHITE		19861
Ukraine	BRILLIANT		21293
Ukraine	NATURAL WHITE		18811
United States	NATURAL WHITE		2,078,448
United States	MISCELLANEOUS DESIGN		2,004,282
United States	WARM & FORM		2,451,678

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>
United States	RAPIDWHITE		2,102,103
United States	LIGHTENING WHITE	75/864,149	
United States	NATURAL WHITE EXTREME		2,652,569
United States	SOFT POLISH		2,407,043
Uruguay	NATURAL WHITE		283536
Venezuela	RAPIDWHITE	17406/97	

SPAhj  
BFLO Doc # 1261757.5