

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Claire-Sprayway, Inc.	Claire Manufacturing Company	01/14/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	573409	SPRAYWAY
Registration Number:	1196614	SPRAYWAY
Registration Number:	662917	SPRAYWAY
Registration Number:	1225641	SPRAYWAY
Registration Number:	1237932	SPRAYWAY
Registration Number:	735050	MISTER JINX
Registration Number:	2017527	GLEME
Registration Number:	1881769	THE WORLD'S BEST GLASS CLEANER
Registration Number:	735801	CRAZY CLEAN
Registration Number:	376773	FLY JINX
Registration Number:	651908	SPRAY WAY
Registration Number:	660958	SPRAYWAY
Registration Number:	579401	MOTH JINX
Registration Number:	652525	JINX
Registration Number:	814230	CLAIRE

CH \$440.00 573409

Registration Number:	1095631	CLAIRE
Registration Number:	817210	DUST UP

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612 340 8838
Email: kroll.michael@dorsey.com
Correspondent Name: Dorsey & Whitney LLP
Address Line 1: 50 S. 6th Street
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	59235-8542
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NAME OF SUBMITTER:	Michael J. Kroll
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Total Attachments: 11
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AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS

This Amended and Restated Collateral Assignment of Trademarks (the "Assignment"), dated as of January 14, 2004, is made and given by Claire-Sprayway, Inc., a Delaware corporation (the "Assignor") to U.S. BANK NATIONAL ASSOCIATION, as Agent to the Lenders under the Credit Agreement referred to below (the "Assignee").

RECITALS

WHEREAS, the Assignor and the Assignee are parties to that certain Credit Agreement dated as of September 30, 1997, as amended by that certain First Amendment to Credit Agreement dated June 1, 2000 and by that certain Second Amendment to Credit Agreement dated April 10, 2001 and by that certain Third Amendment to Credit Agreement dated December 31, 2002 (as so amended, the "Existing Credit Agreement").

WHEREAS, the Assignor and the Assignee are parties to that certain Collateral Assignment of Trademarks dated September 30, 1997 (the "Existing Assignment").

WHEREAS, the Assignor and, the Assignee have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Assignee agreed to extend to the Assignor certain credit accommodations.

WHEREAS, the Assignor has pledged and granted to the Assignee a security interest in the property described in an Amended and Restated Security Agreement of even date herewith (as the same may be amended, supplemented, extended, restated or otherwise modified from time to time, the "Security Agreement") by and between Assignor and Assignee, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets.

WHEREAS, in order to induce the Assignee to enter into the Credit Agreement and extend the credit accommodations to the Assignor thereunder, and in order to secure the payment and performance of (i) all liabilities and obligations of the Assignor to the Assignee arising under the Credit Agreement, whether now existing or hereafter arising; and (ii) all liabilities and obligations of the Assignor to the Assignee under the Security Agreement or any other Loan Document (as such term is defined in the Credit Agreement), whether now existing or hereafter at any time arising (the liabilities and obligations set forth in the preceding clauses (i) and (ii) being hereinafter referred to as the "Obligations"), the Assignor is willing to enter into this Assignment.

WHEREAS, the parties wish to amend and restate the Existing Assignment in its entirety pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (as that term is defined in the Credit Agreement) to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A hereto, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of such acceptance; unless and until the occurrence of such an Event of Default, such assignment shall have no effect. After the occurrence and during the continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit C. The Assignor hereby irrevocably authorizes the Assignee to date undated Assignment of Trademarks and otherwise complete such Assignment at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) to the best of the Assignor's knowledge, the Trademarks listed on Exhibit A hereto are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks listed on Exhibit A hereto is valid and enforceable;

(c) no pending claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no pending claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor will be, until the Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks;

(e) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A hereto, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons, except the interests of the Assignee under, and the liens created under, this Assignment, liens,

charges and encumbrances permitted by the Credit Agreement and rights under the agreements described on Exhibit B hereto;

(f) the Trademarks listed on Exhibit A hereto are all of the Trademarks registrations and applications therefor now owned by the Assignor; and

(g) the Assignor will, at any time upon request of the Assignee, communicate to the Assignee, its successors and assigns, any material facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any material infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

4. If, before the Obligations shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment. Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment, without the consent of the Assignor, by amending Exhibit A hereto to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for rights in connection with the types of agreements described on Exhibit B hereto or otherwise with the Assignee's prior written consent.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents reasonably requested by Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to this Assignment or the Loan Documents.

7. Until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, the Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter which a prudent person would prosecute, (ii) to make application on those trademarks and tradenames which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person

would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee, unless under circumstances in which a prudent person would determine so to abandon such application.

8. Upon the occurrence and during the continuance of an Event of Default under the Credit Agreement, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor, following reasonable demand by Assignee, has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents reasonably required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such a suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable out-of-pocket costs and expenses incurred by the Assignee in the exercise of its rights under this Section, including reasonable attorneys fees and expenses.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors, transferees and permitted assigns of the parties.

14. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement,

instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Assignor has executed this instrument as of the date first above written

Claire-Sprayway, Inc.

By Michael A. Roll

Title EXECUTIVE VICE PRESIDENT

Address for the Assignor:

500 Vista Ave.
Addison, IL 60101

Telephone No.: 630-543-7600
Telecopier No.: 630-543-8163

Signature page for Amended and Restated Collateral Assignment of Trademarks

TRADEMARK
REEL: 002777 FRAME: 0660

EXHIBIT A TO AMENDED
AND RESTATED COLLATERAL
ASSIGNMENT OF TRADEMARKS

TRADEMARK REGISTRATIONS

1. Domestic

Mark	Reg. No.	Reg. Date	Goods
Sprayway	0573409	4/21/53	Plastic spray protective coatings
Sprayway	1196614	6/1/82	Silicone lubricant, lubricant, rustpreventer, penetrant and moisture displacer for metals, dry lubricant and release agent, white grease spray lubricant, belt dressing, curring oil, gear lubricant, penetrating oil and rust remover
Sprayway	0662917	6/10/58	Glass cleaner
Sprayway	1225641	2/1/83	Auto body undercoating, adhesives for industrial use, matte fixative, spray to prevent unraveling of fabrics, anti-static spray, screen opener
Sprayway (drawing)	1237932	5/17/83	Glass cleaner, lint and dust remover, all purpose household and institutional cleaner, etc.
Mister Jinx	735050	7/24/62	All purpose household cleaner
Gleme	2017527	11/19/96	Cleaning preparation for industrial, commercial and institutional use in cleaning and polishing glass and other non-porous surfaces
The World's Best Glass Cleaner	1881769	3/7/95	Glass Cleaning preparation
Crazy Clean	735801	8/7/62	All purpose household cleaner
Fly Jinx	376773	4/9/40	Insecticide
Sprayway	651908	9/24/57	Aerosol spray preparation for prevention of mildew, mold and musty odors
Sprayway	660958	4/29/58	Currently registered, but registration will NOT BE RENEWED. This mark relates to a product no longer produced by the Assignee.
Moth Jinx	579401	9/1/53	Currently registered, but registration will NOT BE RENEWED. This mark relates to a product no longer produced by the Assignee.
Jinx	652525	10/1/57	Cleaner for painted surfaces, rugs and upholstery
Claire	814230	9/6/66	Self polishing wax for floors, linoleum, furniture, room deodorizers
Claire	1095631	7/11/78	Cleaning preparations, grill and oven cleaner
Dust Up	817210	10/25/66	Dressing for dust cloths and mops

2. **Foreign**

Mark	Reg. No.	Country
Sprayway oval	4591	Korea
Sprayway	3740/95	Hong Kong
Sprayway	2621/2001	Hong Kong
Sprayway	118096	Canada
Sprayway	839415	European Union
Sprayway	T9488591	Singapore
Sprayway	694487	Taiwan
Sprayway oval	1900164	China
SW in Chinese	1900135	China
SW in English and Chinese	1900130	China
Lady logo	1790237	China
SW in English and Chinese	1785248	China
SW in Chinese	1785249	China
Sprayway oval	1785250	China
Lady logo	1596337 (Pending)	China
SW in English and Chinese	2000127307 (Pending)	China
SW in Chinese	2000127306 (Pending)	China
Sprayway Oval	2000127308 (Pending)	China
SW in Chinese	1750392	China
Sprayway oval	1750391	China
Lady logo	1688517	China
SW in Chinese	1688520	China
SW in English and Chinese	1688521	China
Sprayway oval	1688518	China
Lady logo	1676079	China
SW in Chinese	1676077	China
SW in English and Chinese	1676078	China
Sprayway oval	1676076	China
Lady logo	910489	Australia
Sprayway oval	910490	Australia
Lady logo	4-2002-02593	Vietnam
Sprayway oval	4-2002-02592	Vietnam
Sprayway oval	5508421	Indonesia
Lady logo	2002/10800	Turkey
Sprayway oval	2002/10801	Turkey

EXHIBIT B TO AMENDED
AND RESTATED COLLATERAL
ASSIGNMENT OF TRADEMARKS

Agreements

On an occasional basis in the ordinary course of the Assignor's business, the Assignor will enter into contract manufacturing agreements pursuant to which third party formulators or manufacturers will produce or package specific products on behalf of the Assignor. Some of the agreements may provide limited and specific rights to use some of the Assignor's Trademarks in connection with the production or packaging of such products.

EXHIBIT C TO AMENDED
AND RESTATED COLLATERAL
ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS

WHEREAS, CLAIRE-SPRAYWAY INC., a Delaware corporation (hereinafter "Assignor"), is the owner by assignment of the entire right, title and interest in and to certain United States Trademarks, together with the invention(s) disclosed therein.

WHEREAS, U.S. BANK NATIONAL ASSOCIATION, a national banking association (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in and to the aforesaid Trademarks, together with the invention(s) disclosed therein, any and all causes of action and rights of recovery for past infringements of said Trademarks, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt in full of which is hereby acknowledged.

1. Said Assignor hereby sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to said Trademarks of the United States together with the invention(s) disclosed therein, including each and every Trademark which is granted on any application which is a division, substitution or continuation of said Trademarks, and in and to each and every reissue or extension of said Trademarks.

2. Said Assignor further sells, assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks herein assigned.

3. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

4. Said Assignor hereby irrevocably authorizes U.S. Bank National Association or any successor collateral agent to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, said _____, has executed and delivered this instrument this _____ day of _____, _____.

CLAIRE-SPRAYWAY, INC.

By _____
Its _____