FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

F 08-05-2003

SHEET Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8-5-03

Tab settings ⇨ ⇨ ⇨ ▼

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To the Honorable Commissioner of ... attached original documents or copy thereof.

1. Name of conveying party(ies):

Turtle Wax, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Illinois banking
☐ 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: August 1, 2003

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

A. Trademark Application No.(s)

See Schedule A attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? ☒ Yes ☐ No

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

Na

Int

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....$ 165.00

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

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.

Andrea Serdiuk, Paralegal — Name of Person Signing

Andrea Serdiuk — Signature

August 1, 2003 — Date

Total number of pages including cover sheet, attachments, and document: 6

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

1337102

SCHEDULE A
TO TRADEMARK COLLATERAL SECURITY AGREEMENT

REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS

REGISTERED U.S. TRADEMARKS	REGISTRATION REG. NO.	DATE
X-TREME SERIES & DESIGN	2,680,133	January 28, 2003

PENDING U.S. TRADEMARK APPLICATIONS	APPLICATION OR FILING NO.	FILING DATE
AQUA PROOF	78/240750	April 22, 2003
BIG ORANGE	78/229283	March 24, 2003
RAPID SWEEP	78/228198	March 20, 2003
SUDDEN SHINE	78/217658	February 21, 2003
TURTLE WAX PLATINUM SERIES	78/261157	June 11, 2003

TRADEMARK COLLATERAL SECURITY AGREEMENT

This 31st day of July, 2003, Turtle Wax, Inc., an Illinois corporation (*"Pledgor"*) with its principal place of business and mailing address at 5655 West 73rd Street, Chicago, Illinois 60638-6211, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (*"Harris"*), acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the *"Agent"*), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement Re: Intellectual Property dated as of March 21, 2001 between Pledgor, certain other parties and the Agent, as the same may from time to time be modified, amended or restated (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any of the Collateral, but rather, shall operate only to create a security interest for collateral purposes in favor of Agent for the benefit of the Secured Creditors, on the Collateral as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

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IN WITNESS WHEREOF, Pledgor and the Agent have caused this Trademark Collateral Security Agreement to be duly executed as of the date and year first above written.

TURTLE WAX, INC.

By _____
Name WILLARD D. MARTENS
Its EXECUTIVE VP & CFO

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Its Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Pamela T. Kundrotas, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Willard D. Martens, of Turtle Wax, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Vice President and Chief Financial Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, 30th day of July, 2003

"OFFICIAL SEAL"
PAMELA T. KUNDROTAS
Notary Public, State of Illinois
My Commission Expires December 7, 2005

Pamela T Kundrotas
Notary Public

Pamela T. Kundrotas
(Type or Print Name)

My Commission Expires: December 7, 2005

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, JAROSLAWA PYLYPOWYCZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Derek R. Cook, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31st day of July, 2003.

(NOTARIAL SEAL)

Notary Public

JAROSLAWA PYLYPOWYCZ
(Type or Print Name)

My Commission Expires:

OFFICIAL SEAL
JAROSLAWA PYLYPOWYCZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 8,2005