

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

correction of assignment to correct brief from assignment to security interest,
previously recorded at reel/frame 002787/0283

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Tranzonic Companies		11/30/1999	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	1900 East Ninth Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Serial Number:	78169390	BABYKINS
Serial Number:	76232041	BEAUTY WORKS
Serial Number:	78233855	BILLBOARD CASE-MERCHANDISER
Serial Number:	78178560	CLEAN CRUISIN'
Serial Number:	76334261	COTTON CREATIONS
Serial Number:	78150306	COTTONWORKS
Serial Number:	78226935	CRAFTWORKS
Serial Number:	78178489	DETAILN'GEAR
Serial Number:	78219713	DISCREET-SEAT
Serial Number:	76453110	HOME & SHOP
Serial Number:	76147115	HOSPECO
Serial Number:	76307331	MARINEWORKS
Serial Number:	76458606	MOISTURE-MINDER
Serial Number:	76447609	N

TRADEMARK

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Serial Number:	76446025	N VISION
Serial Number:	76424788	PAINT USA
Serial Number:	76389881	PLEZALL
Serial Number:	76276766	PRECIOUS
Serial Number:	76455686	PRECIOUS
Serial Number:	76184827	PROLINE
Serial Number:	78236231	REDI-RAGS
Serial Number:	76445994	ROADWORKS
Serial Number:	78178027	SANIBLEND
Serial Number:	78174101	SANIWORKS
Serial Number:	76445993	SCRUBWORKS
Serial Number:	78265918	SPEED CLEAN!
Serial Number:	78150380	TRADEWORKS
Serial Number:	78178533	WET 'N WASH
Serial Number:	78227236	ZERO WASTE
Serial Number:	76232040	TOWEL WORKS
Serial Number:	78227290	TOTE-PAK DISPENSER
Serial Number:	76048433	ABSORBAL-PLUS
Registration Number:	2499146	ABSORBAL-LITE
Registration Number:	1393753	AT EASE
Registration Number:	1461488	AUTO DRY
Registration Number:	1476819	BABY BEAR
Registration Number:	2110241	CIRRUS
Registration Number:	2663986	COMFORTTEX
Registration Number:	2171813	ENVIRO GARDS
Registration Number:	1570595	EVERYDAY
Registration Number:	2637239	EXACT CUTS
Registration Number:	2475495	FIRST STEP
Registration Number:	749856	GARDS
Registration Number:	757262	GARDS
Registration Number:	2388430	GLOBAL CLEAN
Registration Number:	2386353	GLOBAL CLEAN
Registration Number:	1990966	HEALTH GARDS
Registration Number:	1547207	HEALTH GARDS
Registration Number:	1470577	"HOSPECO"

Registration Number:	1803038	LITE TIMES
Registration Number:	1220526	MAXITHINS
Registration Number:	1315352	MAXITHINS
Registration Number:	2447847	MAXITHINS
Registration Number:	2673171	MICROWORKS
Registration Number:	1427419	NECESSITIES
Registration Number:	2621948	OVERNITES
Registration Number:	1852423	PAINT USA
Registration Number:	2723117	PRISM
Registration Number:	1435272	QUICKSORB
Registration Number:	2668299	RAGS THAT WORK
Registration Number:	1824883	SAFE & SOFT
Registration Number:	2503067	SAFE & SOFT
Registration Number:	1359876	SOFT & THIN
Registration Number:	2618197	SPACEWORKS
Registration Number:	1999316	STRATUS
Registration Number:	1683572	T
Registration Number:	1683826	T
Registration Number:	2674981	TACK-KLEEN
Registration Number:	2647200	TOOLWORKS
Registration Number:	1318076	TRANZONIC
Registration Number:	1369840	TRI-VENDOR
Registration Number:	2230662	WARM BATH

CORRESPONDENCE DATA

Fax Number: (216)363-4607
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (216) 363-4151
 Email: trademark@bfca.com
 Correspondent Name: Mark E. Avsec
 Address Line 1: 200 Public Square
 Address Line 2: 2300 BP Tower
 Address Line 4: cleveland, OHIO 44114-2378

ATTORNEY DOCKET NUMBER:	99130-1
NAME OF SUBMITTER:	Mark E. Avsec

Total Attachments: 23

TRADEMARK
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(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

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

1. Name of conveying party(ies):

The Tranzonic Companies

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: November 30, 1999

2. Name and address of receiving party(ies)

Name: National City Bank

Internal

Address:

Street Address: 1900 East Ninth Street

City: Cleveland State: OH Zip: 44114

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

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) 76/0478,433

B. Trademark Registration No.(s) 2,499,146

Additional number(s) attached ☒ Yes ☐ No

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

Name: Mark E. Avsec

Internal Address: Benesch, Friedlander,

Coplan & Aronoff LLP

2300 BP Tower

Street Address: 200 Public Square

City: Cleveland State: OH Zip: 44114-2378

6. Total number of applications and registrations involved:

72

7. Total fee (37 CFR 3.41).....\$ 1815.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mark E. Avsec

Name of Person Signing

Signature

July 25, 2003

Date

Total number of pages including cover sheet, attachments, and document: 14

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

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02 FC:052244.00:00
1775.00:00

TRADEMARK

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CONTINUATION OF ITEM 4A
TRADEMARK APPLICATION NOS.

MARK	SERIAL NO.	APP. DATE
BABYKINS	78/169,390	9/30/2002
BEAUTYWORKS	76/232,041	3/26/2001
BILLBOARD CASE-MERCHANDISER	78/233,855	4/4/2003
CLEAN CRUISIN'	78/178,560	10/25/2002
COTTON CREATIONS	76/334,261	11/5/2001
COTTONWORKS	78/150,306	8/2/2002
CRAFT WORKS	78/226,935	3/18/2003
DETAILN' GEAR	78/178,489	10/25/2002
DISCREET-SEAT	78/219,713	2/27/2003
HOME & SHOP	76/453,110	9/26/2002
HOSPECO & Design	76/147,115	10/13/2000
MARINE WORKS	76/307,331	8/30/2001
MOISTURE-MINDER	76/458,606	10/16/2002
N & Design	76/447,609	9/5/2002
N-VISION	76/446,025	4/9/2002
PAINT USA	76/424,788	6/26/2002
PLEZALL	76/389,881	4/2/2002
PRECIOUS	76/276,766	6/26/2001
PRECIOUS & Design	76/455,686	10/4/2002
PROLINE	76/184,827	12/21/2000
REDI-RAGS	78/236,231	4/10/2003
ROADWORKS	76/445,994	4/29/2002
SANIBLEND	78/178,027	10/24/2002
SANIWORKS	78/174,101	10/14/2002
SCRUBWORKS	76/445,993	4/29/2002
SPEED CLEAN!	78/265,918	6/23/2003
TOTE-PAK DISPENSER	78/227,290	3/19/2003
TOWELWORKS	76/232,040	3/26/2001
TRADEWORKS	78/150,380	8/2/2002
WET 'N WASH	78/178,533	10/25/2002
ZERO WASTE	78/227,236	3/19/2003

TRADEMARK

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CONTINUATION OF ITEM 4B
TRADEMARK REGISTRATION NOS.

MARK	SERIAL NO.	APP. DATE
AT EASE	1,393,753	5/20/1986
AUTO DRY	1,461,488	10/13/1987
BABY BEAR & Design	1,476,819	2/16/1988
CIRRUS	2,110,241	11/4/1997
COMFORTTEX	2,663,986	12/17/2002
ENVIRO GARDS	2,171,813	7/7/1998
EVERYDAY	1,570,595	12/12/1989
EXACT CUTS	2,637,239	10/15/2002
FIRST STEP	2,475,495	8/7/2001
GARDS	749,856	5/21/1963
GARDS	757,262	9/24/1963
GLOBAL CLEAN	2,388,430	9/19/2000
GLOBAL CLEAN AND DESIGN	2,386,353	9/12/2000
HEALTH GARDS	1,990,966	8/6/1996
HEALTH GARDS	1,547,207	7/11/1989
HOSPECO	1,470,577	12/29/1987
LITE TIMES	1,803,038	11/9/1993
MAXITHINS	1,220,526	12/21/1982
MAXITHINS	1,315,352	1/22/1985
MAXITHINS	2,447,847	5/1/2001
MICROWORKS	2,673,171	1/7/2003
NECESSITIES	1,427,419	2/3/1987
OVERNITES	2,621,948	9/17/2002
PAINT USA	1,852,423	9/6/1994
PRISM	2,723,117	6/10/2003
QUICKSORB	1,435,272	4/7/1987
RAGS THAT WORK	2,668,299	12/31/2002
SAFE & SOFT	1,824,883	3/8/1994
SAFE & SOFT	2,503,067	10/30/2001
SOFT & THIN	1,359,876	9/10/1985
SPACEWORKS	2,618,197	9/10/2002
STRATUS	1,999,316	9/10/1996
Stylized "T"	1,683,572	4/21/1992
Stylized "T"	1,683,826	4/21/1992
TACK KLEEN	2,674,981	1/14/2003
TOOLWORKS	2,647,200	11/5/2002
TRANZONIC	1,318,076	2/5/1985
TRI-VENDOR	1,369,840	11/12/1985
WARM BATH	2,230,662	3/9/1999

TRADEMARK

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**AMENDED AND RESTATED CONTINGENT PATENT,
TRADEMARK AND LICENSE ASSIGNMENT**

This Amended and Restated Contingent Patent, Trademark and License Assignment ("Assignment") is made by THE TRANZONIC COMPANIES, an Ohio corporation having its principal office at 30195 Chagrin Boulevard, Pepper Pike, Ohio 44124 ("Assignor"), in favor of NATIONAL CITY BANK, a national banking association having its lending office at 1900 East Ninth Street, Cleveland, Ohio 44114, as agent (in that capacity, "Administrative Agent") for the benefit of Banks (defined below) for the purposes of this Assignment, the Credit Agreement (defined below) and the other Related Writings.

INTRODUCTION:

WHEREAS, A. Assignor, CCP Industries, Inc., Administrative Agent and the banking institutions named in Schedule I of the Credit Agreement (collectively, "Banks", and individually, "Bank") are parties to a Credit and Security Agreement dated February 5, 1998, as amended and restated by the Amended and Restated Credit and Security Agreement of even date herewith (that Amended and Restated Credit and Security Agreement, as the same may be amended or amended and restated from time to time, the "Credit Agreement") and setting forth, among other things, the terms and conditions of Banks' respective commitments (each commitment, a "Subject Commitment") aggregating Seventy-Five Million Dollars (\$75,000,000), which amount shall be available to Assignor pursuant to the terms and conditions of the Credit Agreement

B. It is a condition precedent to each extension of credit pursuant to the Credit Agreement and to any other extension of credit by Banks or any of them to or for the account of Borrowers that, among other things, Assignor shall have executed and delivered this Assignment to Administrative Agent.

THEREFORE, in consideration of the premises, to induce Banks to extend credit pursuant to the Credit Agreement, to induce each Bank to extend to or for the account of Borrowers such other credit as that Bank may from time to time deem advisable (all upon such terms and conditions as that Bank may from time to time deem advisable), in order to induce Administrative Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable considerations, Assignor hereby agrees, grants, represents, and warrants as follows:

1. Debt and Incorporation of Credit Agreement.

(i) As used herein, "Debt" means, collectively, (a) all Indebtedness (as defined in the Credit Agreement) incurred by any Borrower to Agent or the Banks pursuant to the Credit Agreement and includes the principal of an interest on all Notes (as defined in the Credit Agreement); (b) each extension, renewal or refinancing thereof in whole or in part; (c) the commitment and other fees and any prepayment fees payable under the Credit Agreement; (d) all obligations and liabilities of Borrowers now existing or hereafter incurred under, arising

out of or in connection with any Hedge Agreement (as defined in the Credit Agreement); and (e) all Related Expenses (as defined in the Credit Agreement).

(ii) The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise defined herein.

2. Assignment of Patents. To secure the complete and timely satisfaction of all of the Debt, Assignor hereby grants, assigns and conveys to Administrative Agent all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) - (d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) license agreements with any other party which by their terms are assignable, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

3. Security Interest in Trademark and Goodwill. To secure the complete and timely satisfaction of all of the Debt, Assignor hereby grants and conveys to Administrative Agent a lien and security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of

the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"; and

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments. Assignor agrees that until the Debt shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Administrative Agent's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Administrative Agent under this Assignment.

5. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses owned by Assignor on the Closing Date. If, before the Debt shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Administrative Agent prompt written notice thereof. Assignor hereby authorizes Administrative Agent as attorney in fact to modify this Assignment by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Assignment with the United States Patent and Trademark Office.

6. Representations and Warranties. Assignor represents and warrants to and agrees with Administrative Agent that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents and Trademarks is valid and enforceable;

(iii) Assignor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) This Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound. Assignor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Administrative Agent as assignee of Assignor's entire interest;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to licenses, shop rights and covenants not to sue third persons, other than Permitted Liens; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Royalties Terms. Assignor hereby agrees that the use by Administrative Agent of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Administrative Agent to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Debt has been paid in full and the Credit Agreement has been terminated.

8. Grant of License to Assignor. Unless and until an Event of Default shall have occurred, Administrative Agent hereby grants to Assignor a nontransferable right and license to use the Trademarks, to exercise Administrative Agent's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 8, without the prior written consent of Administrative Agent. From and after the occurrence of an Event of Default and during the continuance of, Assignor's license with respect to Patents, Trademarks and Licenses as set forth in this Paragraph 8 shall terminate forthwith, and Administrative Agent shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located, including, but not by way of limitation, the location of Administrative Agent's headquarters.

9. Reassignment to Assignor. Upon payment in full of the Debt and termination of the Credit Agreement, Administrative Agent shall execute and deliver to Assignor all assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Debt shall have been paid in full, (ii) make application on unpatented but patentable material inventions and on material trademarks and material service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and patents of the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, nor Trademark without the consent of Administrative Agent.

11. Financing Statements; Documents. At the request of Administrative Agent, Assignor will join with Administrative Agent in executing one or more financing statements pursuant to the Ohio version of the Uniform Commercial Code in form satisfactory to Administrative Agent and will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Administrative Agent. Assignor will execute and deliver to Administrative Agent from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Administrative Agent may require for the purpose of confirming Administrative Agent's interest in the Patents, Trademarks and Licenses.

12. Administrative Agent's Right to Sue. Administrative Agent shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Administrative Agent shall commence any such suit, Assignor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the Debt, reimburse and indemnify Administrative Agent for all costs and expenses incurred by Administrative Agent in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Assignor and Administrative Agent nor any failure to exercise nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Credit Agreement. All of Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Administrative Agent, its successors and assigns.

18. Governing Law. This Assignment has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Assignor, has executed this Assignment as of the 30th day of November, 1999.

WITNESS:

THE TRANZONIC COMPANIES

Sign: Ronald J. Teplitzky

By: R J Sims

Print Name: Ronald J. Teplitzky

Print Name: R J Sims

Sign: Scott N. Opincari

Title: Pres


Print Name: Scott N. Opincari

STATE OF OHIO

COUNTY OF CUYAHOGA)

) SS:

The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this 30th day of November, 1999, by RT Sims, the President of The Tranzonic Companies, an Ohio corporation, on behalf of the corporation.



Notary Public

My commission expires: _____

Accepted at Cleveland, Ohio,
as of November 30, 1999

NATIONAL CITY BANK, as agent

By: Timothy J. Berry

Its: VP & SLO

THOMAS W. DISTRONSKI, ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 A.C.

THE TRANZONIC COMPANIES

SCHEDULE A TO CONTINGENT PATENT, TRADEMARK AND LICENSE AGREEMENT

PATENTS

COUNTRY	TITLE	REG. NO.	REG. DATE	APP. NO.	APP. DATE
United States	MULTIPURPOSE CONTAINER	5,460,322			
United States	WALL MOUNTED DEODORANT DISPENSER	D364,450			
United States	SOAP DISPENSER	D426,094			
United States	COMBINED WASTE RECEPTACLE AND DISPENSER	D365,185			
United States	MULTIPLE PACKAGE DISPENSER	D419,804			
United States	CLOTH DISPENSER SYSTEM			60/311,649	
United States	PACKAGE FOR TOILET SEAT COVERS				2/4/2003
United States	BILLBOARD CASE MERCHANDISER				

TRADEMARK

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THE TRANZONIC COMPANIES

SCHEDULE B TO CONTINGENT PATENT, TRADEMARK AND LICENSE AGREEMENT

TRADEMARKS

COUNTRY	MARK	REG. NO.	REG. DATE	APP. NO.	APP DATE
California	MAXITHINS (Stylized)	72,873	4/18/1984		
Canada	CIRRUS	TMA498385	8/6/1998		
Canada	ENVIRO GARDS	TMA518326	10/20/1999		
Canada	GLOBAL CLEAN	TMA541821	3/1/2001		
Canada	GLOBAL CLEAN & Design	TMA541666	2/28/2001		
Canada	GLOBAL CLEAN GENTLE PERSISTENCE	TMA541626	3/1/2001		
Canada	GLOBAL CLEAN GENTLE PERSISTENCE & Design	TMA541823	3/1/2001		
Canada	HEALTH GARDS	TMA474342	4/9/1997		
Canada	HOSPECO & Design			1102547	5/10/2001
Canada	MAXI-MINCES	TMA291729	6/8/1984		
Canada	MAXI-MINCES ULTRAFIT	TMA389882	11/8/1991		
Canada	MAXITHINS ULTRAFIT	TMA396481	4/3/1992		
Canada	MAXITHINS	TMA279175	4/29/1983		
Canada	MINITHINS	TMA394384	2/21/1992		
Canada	STATUS	TMA481190	8/21/1997		
Columbia	PRECIOUS	181,314			
Mexico	GLOBAL CLEAN	644614			
Mexico	MAXITHINS	359,891			
Mexico	PRECIOUS	391,368			
Ohio	CLEVELAND COTTON PRODUCTS	1,034,083	9/8/1998		
Ohio	HOSPECO	1,029,344	8/21/1998		
Peru	AT EASE	25,170			
United States	ABSORBAL LITE	2,499,146	10/16/2001	76/048,434	5/18/2000
United States	ABSORBAL PLUS			76/048,433	5/15/2000
United States	AT EASE	1,393,753	5/20/1986	73/558,640	9/16/1985
United States	AUTO DRY	1,461,488	10/13/1987	73/808,660	7/7/1986
United States	BABY BEAR & Design	1,476,819	2/16/1988	73/669,447	6/30/1987
United States	BABYKINS			78/169,390	9/30/2002
United States	BEAUTYWORKS			76/232,041	3/26/2001
United States	BILLBOARD CASE-MERCHANDISER			78/233,855	4/4/2003
United States	BOTTOMS UP	1,335,435			
United States	CIRRUS	2,110,241	11/4/1997	74/656,518	4/5/1995
United States	CLEAN CRUISIN'			78/178,560	10/25/2002
United States	CLOUD	1,955,193			
United States	COMFORTTEX	2,663,986	12/17/2002	76/059,069	5/26/2000
United States	COTTON CREATIONS			76/334,261	11/5/2001
United States	COTTON PLUS	1,675,672			
United States	COTTONWORKS			78/150,306	8/2/2002
United States	CRAFT WORKS			78/226,935	3/18/2003
United States	DETAILN' GEAR			78/178,489	10/25/2002
United States	DISCREET-SEAT			78/219,713	2/27/2003

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United States	ENVIRO GARDS	2,171,813	7/7/1988	76/178,850	10/4/1986
United States	EVERYDAY	1,570,595	12/12/1989	73/739,760	7/14/1988
United States	EXACT CUTS	2,637,239	10/15/2002	76/302,032	8/20/2001
United States	FIRST STEP	2,475,495	8/7/2001	75/020,917	4/7/2000
United States	GARDS	749,856	5/21/1963	72/153,085	9/13/1962
United States	GARDS	757,262	9/24/1963	72/155,415	10/18/1962
United States	GLOBAL CLEAN	2,388,430	9/19/2000	75/539,257	8/19/1998
United States	GLOBAL CLEAN AND DESIGN	2,386,353	9/12/2000	75/567,882	10/8/1998
United States	HEALTH GARDS	1,990,966	8/6/1996	74/656,519	4/5/1995
United States	HEALTH GARDS	1,547,207	7/11/1989	73/677,617	10/10/1987
United States	HOME & SHOP			76/453,110	9/26/2002
United States	HOSPECO	1,470,577	12/29/1987	73/624,169	9/29/1986
United States	HOSPECO & Design			76/147,115	10/13/2000
United States	LITE TIMES	1,803,038	11/9/1993	74/368,884	3/18/1993
United States	MARINE WORKS			76/307,331	8/30/2001
United States	MAXITHINS	1,220,526	12/21/1982	73/299,747	3/5/1981
United States	MAXITHINS	1,315,352	1/22/1985	73/479,478	5/9/1984
United States	MAXITHINS	2,447,847	5/1/2001	76/020,721	4/10/2000
United States	MICROWORKS	2,673,171	1/7/2003	76/306,742	8/29/2001
United States	MOISTURE-MINDER			76/458,606	10/16/2002
United States	N & Design			76/447,609	9/5/2002
United States	N-VISION			76/446,025	4/9/2002
United States	NECESSITIES	1,427,419	2/3/1987	73/568,579	11/14/1985
United States	OVERNITES	2,621,948	9/17/2002	76/040,569	8/4/2000
United States	PAINT USA			76/424,788	8/26/2002
United States	PAINT USA	1,852,423	9/6/1994	74/258,874	3/25/1992
United States	PLEZALL			73/589,861	4/2/2002
United States	PRECIOUS	1,659,713	10/8/1991	74/109,311	10/28/1990
United States	PRECIOUS			75/276,763	8/26/2001
United States	PRECIOUS & Design			76/450,686	10/4/2002
United States	PRISM	2,723,117	6/10/2003	76/166,503	11/16/2000
United States	PROLINE			76/184,027	12/21/2000
United States	QUICKSORB	1,435,272	4/7/1987	76/612,978	10/4/1986
United States	RAGS THAT WORK	2,668,299	12/31/2002	76/277,237	6/25/2001
United States	REDI-RAGS			78/236,231	4/10/2003
United States	ROADWORKS			76/445,994	4/29/2002
United States	SAFE & SOFT	1,824,883	3/8/1994	74/405,039	6/24/1993
United States	SAFE & SOFT	2,503,067	10/30/2001	75/923,988	2/22/2000
United States	SANIBLEND			78/178,027	10/24/2002
United States	SANIWORKS			78/174,101	10/14/2002
United States	SCRUBWORKS			76/445,993	4/29/2002
United States	SOFT & THIN	1,359,876	9/10/1985	73/349,886	2/11/1982
United States	SPACEWORKS	2,613,197	9/10/2002	76/350,970	12/20/2001
United States	SPEED CLEANI			78/265,918	6/23/2003
United States	STRATUS	1,999,316	9/10/1996	74/656,517	4/6/1995
United States	Stylized "T"	1,683,572	4/21/1992	74/158,633	4/19/1991
United States	Stylized "T"	1,683,826	4/21/1992	74/160,302	4/24/1991
United States	TACK KLEEN	2,674,981	1/14/2003	76/396,509	4/16/2002
United States	TOOLWORKS	2,647,200	11/5/2002	76/335,476	11/7/2001
United States	TOTE-PAK DISPENSER			78/227,290	3/19/2003
United States	TOWELWORKS			76/232,040	3/26/2001

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United States	TRADEWORKS			78/150,380	8/2/2002
United States	TRANZONIC	1,318,076	2/5/1985	73/469,670	1/5/1984
United States	TRI-VENDOR	1,369,840	11/12/1985	73/452,955	11/15/1983
United States	WARM BATH	2,230,682	3/9/1999	75/435,076	2/17/1998
United States	WET 'N WASH			78/178,533	10/26/2002
United States	ZERO WASTE			78/227,236	3/19/2003

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