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FORM PTO-1594 RECORDATION FORM COVER SHEET  
 1-31-92 **TRADEMARKS ONLY** U.S. DEPARTMENT OF COMMERCE  
 Patent and Trademark Office

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

**1. Name and Address of Conveying Party(ies):**  
 Namico, Inc.  
 4601 Flat Rock Road  
 P.O. Box 4684  
 Philadelphia, PA 19127

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation - State: <u>Pennsylvania</u>
<input type="checkbox"/>	Other: _____
Additional Name(s) of Conveying Party(ies) Attached	

**2. Name and Address of Receiving Party(ies):**  
 Mellon Bank, N.A.  
 1735 Market Street, 6<sup>th</sup> Fl.  
 Philadelphia, PA 19103

<input type="checkbox"/>	Individual(s)
<input checked="" type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Corporation - State: _____
<input type="checkbox"/>	Other: _____
Additional Name(s) of Receiving Party(ies) Attached	
Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.	

**3. Nature of Conveyance:**

<input type="checkbox"/>	Assignment
<input type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger
<input type="checkbox"/>	Change of Name
<input checked="" type="checkbox"/>	Other: Correction to Reel/Frame 1371/0567 to correct nature of conveyance to read "SECURITY AGREEMENT"

Execution Date: June 26, 1995

**4. Registration Number(s):**

1000899	1199239
1034596	
1679797	
1674731	
1245708	
1217196	

**5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:**

Lisa R. Hemphill  
 Gardere Wynne Sewell LLP  
 1601 Elm Street, Suite 3000  
 Dallas, Texas 75201-4761

214-999-4682 - Telephone  
 214-999-3623 - Facsimile  
 E-Mail lhempfill@gardere.com

**6. Total Number of Applications and Registrations Involved:**  
 7

**7. Total Fee (37 CFR 3.41):** \$190

<input type="checkbox"/>	Previously submitted
<input type="checkbox"/>	Authorized to be Charged to Deposit Account
<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account

**8. Deposit Account Number:** 07-0153

**9. Statement and Signature:**

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

*Lisa R. Hemphill*  
 Lisa R. Hemphill 05/06/04 Date

Document sent via facsimile to 703-308-7124.

Mail To: Commissioner of Patents and Trademarks,  
 Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: \_\_\_\_\_

CH \$190.00 070153 1000899

FORM 13-1594 (Rev. 93) OMB No. 085-0017 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



100037716 SUBMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
NAMICO, INC.  
4601 FLAT ROCK ROAD  
P.O. BOX 4684  
PHILADELPHIA, PA 19127  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: MELLON BANK, N.A.  
Internal Address: \_\_\_\_\_  
Street Address: 1735 MARKET STREET, 6TH FL.  
City: PHILADELPHIA State: PA ZIP: 19103  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Bank  
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: June 26, 1995

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4. Application number(s) or patent number(s):  
A. Trademark Application No.(s)  
Serial No. 74/473,416

B. Trademark Registration No.(s)  
1) 890,322 5) 1,153,584 10) 1,679,797  
2) 1,000,899 6) 1,199,239  
3) 1,034,596 7) 1,217,196  
4) 1,087,199 8) 1,245,706  
9) 1,245,706  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Jeannine Cassidy, Paralegal  
Internal Address: \_\_\_\_\_  
Street Address: 350 Sentry Pkwy., Bldg. 640  
P.O. Box 1115  
City: Blue Bell State: PA ZIP: 19422-0757

6. Total number of applications and registrations involved: 11  
7. Total fee (37 CFR 3.41) \$ 290.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
Jeannine Cassidy, Paralegal Jeannine Cassidy 7/7/95  
Name of Person Signing Signature Date  
Total number of pages including cover sheet, attachments, and document: 12

**COLLATERAL ASSIGNMENT OF PATENTS,  
TRADEMARKS, LICENSES AND COPYRIGHTS**

**THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS** is made effective as of the 26<sup>th</sup> day of June, 1995 by and among NAMICO, INC. ("Assignor") and MELLON BANK, N.A. ("Assignee").

**BACKGROUND**

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and between Assignee and Assignor (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "Loan Agreement"), Assignee has agreed to extend or continue to extend to Assignor certain credit facilities as further described therein.

B. The Loan Agreement provides, inter alia, that Assignor will grant to Assignee a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, service marks, trademarks, service and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Collateral Assignment.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby assigns, mortgages, pledges, grants a security interest in, and transfers to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such 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 Exhibit "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

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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");

(ii) service marks, trademarks, service mark and trademark registrations, tradenames, service mark and trademark applications, including, without limitation, the service marks, trademarks and applications listed on Exhibit "B", attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable 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 service marks, trademarks, service mark and trademark registrations, service mark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(iii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, input and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programing language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights");

(iv) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" 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"); and

(v) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

3. Restrictions on Future Agreements. Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under

this Assignment or which is prohibited under the terms of the Loan 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 of Assignee under this Assignment.

4. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights and licenses, and all applications with respect thereto, now owned by Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark registrations, service mark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, service mark registration, copyright 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 **Section 1** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, service marks, service mark applications or registrations, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Section 4**.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or the Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Reassignment.** This Assignment is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to

re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks, service marks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks, in service mark applications, service marks and service mark registrations, and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark or Copyright, without the consent of Assignee, which consent shall not be unreasonably withheld.

9. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 9**.

10. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan 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.

11. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be 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.

12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the use

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by Assignee or its successors or assigns of the Patents, Trademarks, Copyrights and/or Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in Section 4 hereof. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies 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, Copyrights or Licenses may be located.

14. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

15. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

16. **Recording.** This Assignment is intended to be recorded in the Federal Patent and Trademark Office and in any other public records which Assignee may deem appropriate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

NAMICO, INC.

By: [Signature]  
Robert M. McAlaine, President

(CORPORATE SEAL)

Attest: [Signature]  
Name/Title: Copy H. Suber Secretary

MELLON BANK, N.A.

By: [Signature]  
John D. Erwin, Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF *Philadelphia* : ss:  
:

On this *26<sup>th</sup>* day of June, 1995, before me, a Notary Public, personally appeared Robert M. McAlaine, who acknowledged himself to be a duly acting President of Nannico, Inc., a Pennsylvania corporation and that he as such President, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such President on behalf of the Assignee.

*Helen M. Henofler*  
Notary Public  
My Commission Expires:

NOTARIAL SEAL  
HELEN M. HENOFER, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Jan 3, 1998

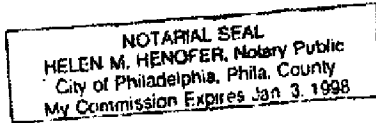


**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF *Philadelphia* :

On this *26<sup>th</sup>* day of June, 1995, before me, a Notary Public, personally appeared John D. Erwin, who acknowledged himself to be a duly elected Vice President of Mellon Bank, N.A., and that he as such Vice President, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such Vice President on behalf of Mellon Bank, N.A.

*Helen M. Henofer*  
Notary Public  
My Commission Expires:



**EXHIBIT "A"**

**TO**

**ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**

**Patents**

**Applications**

**ABRASIVE-CONTAINING SURFACE - Finish Coating Composition  
Serial No. 08/-255,782**

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## EXHIBIT "B"

TO

ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENTTrademarks

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>SERIAL NO.</u>
1. Carpet & Upholstery Spot Remover and Design	1,000,899	Jan. 7, 1975	73-008,719
2. Carpet Icing	(PENDING)	Dec. 27, 1993 (Filed)	74-473,416
3. Nature's Orange	1,679,797	March 17, 1992	74-097,212
4. Orange-All Stylized Letters	1,674,731	Feb. 11, 1992	73-830,440
5. Solar System and Design	1,245,706	July 19, 1983	73-294,154
6. Trewax and Design	1,199,239	June 29, 1982	73-269,874
7. Trewax	1,217,196	Nov. 23, 1982	73-269,875
8. Chem Mist and Design	1,034,596	March 2, 1976	73-036,513
9. Trewax and Design	1,087,199	March 14, 1978	73-125,112
10. Perform	1,153,584	May 12, 1981	73-233,966
11. Perform	890,322	May 5, 1970	72-266,780

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**EXHIBIT "C"**

**TO**

**ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**

**Copyrights**

None

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**EXHIBIT "D"**

**TO**

**ASSIGNMENT OF PATENT, TRADEMARK,  
COPYRIGHT AND LICENSES AGREEMENT**

**Licenses**

None

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