

FORM PTO-1594

Attorney Docket No. 43105-199991

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

National Products Corporation

- Individual(s)
- General Partnership
- Corporation (of South Carolina)
- Association
- Limited Partnership

Other:

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: **Corrective Perfected Security Interest**

Execution Date: **April 12, 2004**

2. Name(s) and address(es) of receiving party(ies):

Name: **GrandSouth Bank**

Address: **381 Halton Road
Greenville, South Carolina 29606**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation (of South Carolina)
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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):

76/557,342 (record); **76/557,324** (remove recordation)

Additional numbers attached? Yes No

B. Trademark Registration No.(s): N/A

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

Name: **Andrew D. Price**

Address: **Venable LLP
P.O. Box 34385
Washington, D.C. 20043-9998
Telephone: (202) 344-4000
Facsimile: (202) 344-8300**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): **\$65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number **22-0261**

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

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.

Andrew D. Price
Name of Person Signing


Signature

May 12, 2004
Date

Total number of pages including cover sheet, attachments, and document: **9 (see * below)**
***Including Duplicate copy of this page and copy of documents previously filed**

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Individual(s) Association
 General Partnership Limited Partnership
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Other:

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3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Perfected Security Interest

Execution Date: **April 12, 2004**

2. Name(s) and address(es) of receiving party(ies):
Name: **GrandSouth Bank**
Address: **381 Halton Road
Greenville, South Carolina 29606**

Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation (of South Carolina)
 Other:

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Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s):
76/557,324

Additional numbers attached? Yes No

B. Trademark Registration No.(s): **N/A**

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

Name: **Andrew D. Price**

Address: **Venable LLP
P.O. Box 34385
Washington, D.C. 20043-9998
Telephone: (202) 344-4000
Facsimile: (202) 344-8300**


6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): **\$40.00**
 Enclosed
 Authorized to be charged to deposit account

8. **Deposit Account Number 22-0261**
(Attach duplicate copy of this page if paying by deposit account)
Attached

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.

Andrew D. Price  May 4, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **7 (see * below)**
***Including Duplicate copy of this page and copy of Assignment of Trademarks and Application and Order**

Exhibit AASSIGNMENT OF
TRADEMARKS AND APPLICATION

WHEREAS, GrandSouth Bank ("GrandSouth"), a banking corporation organized under the laws of the State of South Carolina, located at 381 Halton Road, Greenville, South Carolina 29606, a secured creditor of National Products Corporation ("NPC"), has sought and obtained permission from the United States Bankruptcy Court for the District of South Carolina, by Order entered April 12, 2004, Case No. 03-10890-jw, to enforce its remedies under state law to recover possession of all trademark rights of NPC, including the trademarks THUND'R BLAST, THUNDER BLAST, and SUPER CHARGED THUNDER BLAST, as well as THUND'R BLAST and Design and THUNDER BLAST and Design, depicted respectfully as follows:




(collectively "Marks"), the common-law rights created by NPC's use of the Marks throughout the United States on or in connection with household, automotive, and industrial degreasers and multipurpose super-strength cleaners since at least as early as (a) June 15, 1996, for THUND'R BLAST and THUND'R BLAST and Design, (b) May 7, 1997, for THUNDER BLAST and THUNDER BLAST and Design, and (c) many years before January 29, 2004, for SUPER CHARGED THUNDER BLAST (collectively "Common-Law Rights"), U.S. Application Serial No. 76/557,342 ("Application"), the goodwill associated with the Marks ("Goodwill"), and the right to sue and claim damages from parties other than Manufacturers' Sales Agency, below, for infringements;

WHEREAS, Manufacturers' Sales Agency ("MSA"), a Tennessee general partnership composed of general partners Mr. Scott W. Ellis and Mr. James L. Ellis, located at 5251 Lance Drive, Knoxville, Tennessee 37909, desires to acquire the Marks; the Common-Law Rights; the Application; the Goodwill; and the right to sue and claim damages for past and future infringements, to the extent MSA may not already own such rights; and

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, GrandSouth does hereby assign unto MSA all of GrandSouth's right, title and interest in and to the Marks, the Common-Law Rights, the Application, the Goodwill, and its right to sue and claim damages for past and future infringements. And GrandSouth warrants that it has a validly perfected first priority security interest and lien upon the trademark rights assigned herein and that GrandSouth has taken all actions under applicable loan documents and applicable law to execute upon its lien and security interest and, therefore, has full power and authority to make this assignment.

GRANDSOUTH BANK

Signature: 
 Name: Howard K. Earnest
 Title: Pres/CEO
 Date: April 23, 2004

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