

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): Turtle Wax, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Illinois [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: LaSalle Bank, National Association Internal Address: Street Address: 135 South LaSalle Street City: Chicago State: IL Zip: 60603 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [ ] Corporation-State [x] 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 [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: 04/30/2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached B. Trademark Registration No.(s) See Attached Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Stacy P. Chronopoulos Internal Address: Pedersen & Houpt, P.C. Suite 3100 Street Address: 161 North Clark Street City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 163 7. Total fee (37 CFR 3.41): \$ 4,090.00 [ ] Enclosed [x] Authorized to be charged to deposit account 8. Deposit account number: 500276

DO NOT USE THIS SPACE

9. Signature: Jessica L. Heiss Name of Person Signing Signature: [Signature] Date: 7/22/04 Total number of pages including cover sheet, attachments, and document: 39

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

CH \$4090.00 500276 78160708

**ITEM 4 CONTINUED**

Application number(s) or registration number(s):

**A. Trademark Application Nos.**

- 1. 78/150708
- 2. 78/240750
- 3. 78/229283
- 4. 78/387751
- 5. 78/398947
- 6. 76/384579
- 7. 76/406360
- 8. 75/327992
- 9. 75/307793
- 10. 78/310542
- 11. 76/377211
- 12. 78/310596
- 13. 78/152432
- 14. 78/152422
- 15. 78/216065
- 16. 75/530481
- 17. 78/228198
- 18. 78/217658
- 19. 78/354332
- 20. 78/309342
- 21. 78/175669
- 22. 78/175691
- 23. 78/175696
- 24. 78/261157
- 25. 78/303831

**B. Trademark Registration Nos.**

- 1. 2770403
- 2. 1688653
- 3. 2104175
- 4. 767297
- 5. 1559503
- 6. 1353558
- 7. 853457
- 8. 2443115
- 9. 1791089

10. 1625494  
11. 2293648  
12. 1977321  
13. 2543574  
14. 1936873  
15. 2325018  
16. 2173976  
17. 1531538  
18. 983058  
19. 1402626  
20. 1467883  
21. 1350219  
22. 2191084  
23. 1227983  
24. 767296  
25. 1805702  
26. 1924980  
27. 1300109  
28. 2363101  
29. 1709062  
30. 2386176  
31. 886968  
32. 2139785  
33. 1275687  
34. 2580226  
35. 2021543  
36. 2075919  
37. 1839819  
38. 1926226  
39. 1212889  
40. 2458774  
41. 1762337  
42. 2116969  
43. 767356  
44. 2598908  
45. 1409071  
46. 1926227  
47. 1277702  
48. 1277674  
49. 768063  
50. 1858098  
51. 2562241  
52. 2120607

53. 2434208  
54. 1676297  
55. 1311884  
56. 1667122  
57. 2545259  
58. 1304572  
59. 1480335  
60. 1281171  
61. 1400851  
62. 2407312  
63. 2796220  
64. 794919  
65. 1403665  
66. 707357  
67. 822627  
68. 1812636  
69. 2167693  
70. 2363103  
71. 1341906  
72. 1389627  
73. 1246779  
74. 1352350  
75. 1140605  
76. 2261492  
77. 2120584  
78. 2489574  
79. 1618259  
80. 2780342  
81. 1399081  
82. 2502639  
83. 2242071  
84. 1466124  
85. 1400848  
86. 1090546  
87. 2275040  
88. 1315268  
89. 2360214  
90. 768892  
91. 2809443  
92. 715248  
93. 859514  
94. 2365174  
95. 1302155

96. 795394  
97. 795704  
98. 661828  
99. 2360213  
100. 1254241  
101. 2401070  
102. 2598521  
103. 2414830  
104. 2803188  
105. 1248762  
106. 1308563  
107. 1373806  
108. 1717107  
109. 1609361  
110. 1444753  
111. 1267578  
112. 2502640  
113. 789550  
114. 1967557  
115. 766139  
116. 1426155  
117. 1726591  
118. 1311872  
119. 1373807  
120. 1439195  
121. 1623116  
122. 1641355  
123. 1606747  
124. 1265464  
125. 2363102  
126. 2472286  
127. 2317055  
128. 2102775  
129. 2170177  
130. 2249823  
131. 1834041  
132. 1641005  
133. 1337488  
134. 2680133  
135. 2120306  
136. 1450272  
137. 707356  
138. 838164

## **TRADEMARK COLLATERAL SECURITY AGREEMENT**

This 30th day of April, 2004, Turtle Wax, Inc., an Illinois corporation ("Pledgor") with its principal place of business and mailing address at 5655 West 73<sup>rd</sup> 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 LaSalle Bank, National Association, a national banking association ("LaSalle"), with its mailing address at 135 South LaSalle Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (LaSalle acting as such agent and any successor or successors to LaSalle 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 unfair competition or 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 bearing even date herewith between Pledgor, certain other parties and the Agent (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.

[Signature page follows]

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:  \_\_\_\_\_  
Its: Authorized Agent

LASALLE BANK, NATIONAL  
ASSOCIATION, as Agent


By: \_\_\_\_\_  
Name: Aaron L. Markos  
Its: Assistant Vice President

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: \_\_\_\_\_  
Its: Authorized Agent

LASALLE BANK, NATIONAL  
ASSOCIATION, as Agent

By:   
Name: Aaron L. Markos  
Its: Assistant Vice President



STATE OF ILLINOIS }  
COUNTY OF COOK } SS:

I, Robert J. Willson, Jr., a Notary Public in and for said County, in the State aforesaid, do hereby certify that Philip J. Zedick, the Authorized Agent 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 Authorized Agent, 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, this 30th day of April, 2004.



[Signature]  
Notary Public

Robert J. Willson, Jr.  
(Type or Print Name)

My Commission Expires: