

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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### 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):  
**The Evercare Company**

- Individual(s)
  - General Partnership
  - Corporation-State **Delaware**
  - Other
- Association
  - Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **September 30, 2004**

2. Name and address of receiving party(ies)  
Name: **Wachovia Bank, National Association**

Internal  
Address: **30th Floor, Mail Code: GA 8056**  
Street Address: **191 Peachtree Street**  
City: **Atlanta** State: **GA** Zip: **30303**

- Individual(s) citizenship
- Association **National Banking**
- General Partnership
- Limited Partnership
- Corporation-State
- 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

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

A. Trademark Application No.(s) \_\_\_\_\_  
**See Attached Schedule 1**

B. Trademark Registration No.(s) \_\_\_\_\_  
**See Attached Schedule 1**

Additional number(s) attached  Yes  No

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

Name: **Elizabeth R. Murray, Paralegal**  
Internal Address: **Parker, Hudson, Rainer & Dobbs LLP**

Street Address: **1500 Marquis Two Tower**  
**285 Peachtree Center Avenue, N.E.**  
City: **Atlanta** State: **GA** Zip: **30303**

6. Total number of applications and registrations involved: **50**


7. Total fee (37 CFR 3.41)..... \$ **1,265**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
**502831**

#### DO NOT USE THIS SPACE

9. Signature.

**Bobbi Acord**  
Name of Person Signing

  
Signature

**October 5, 2004**  
Date

Total number of pages including cover sheet, attachments, and document: **20**

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

OP \$1265.00 78356462

**SCHEDULE 1**  
to Trademark Recordation Form Cover Sheet

United States Trademark and Service Mark Applications  
(continued from item 4A.)

Aromatherapy for Your Home	78/355,462
Little Things, Big Differences	78/267,016
Optimesh	78/291,722
Classicfit	78/300,272
SmartFit	78/300,279
Lint Pic-Up and Go!	78/322,323
Skinditioner	78/333,182
Lint Roll and Go	78/342,760
Ultimate	78/367,565
Durafresh	78/380,021
Pop-Up Lint Pic-Up	78/388,906
Pop-Up Lint Pic-Up and Go	78/388,918
Pop-Up Lint Roller	78/388,925
Pop-Up Lint Roll and Go	78/388,933
Easy Eraser	78/404,687
Ultra Scour	78/404,682

Soothing Aloe	78/410,352
Closetrends	78/456,624

United States Trademarks and Service Marks  
(continued from item 4B.)

SUPER TAC II	2,174,850
SUPER TAC II	1,457,453
Lintie	803,865
Lint Lift-Ette	1,370,191
Quik Pick	1,381,482
Lint Lifter	1,401,233
Buzz-Off	1,547,439
Handy Helper	2,225,868
Pet Hair Pic-up	2,378,425
Big Daddy	2,225,731
Easy Peel	2,260,609
TackyVac	2,247,676
Clothing Gear	2,303,581
Evercare (Class 5,21)	2,398,760
Evercare (Class 20,22)	2,579,754
Evercare (Stylized) (Class 5,20,21)	2,345,235
Evercare and Design	2,595,277

<b>Pet Necessities</b>	2,548,826
<b>Magik Brush</b>	1,856,783
<b>Sticky Wicket</b>	1,855,802
<b>D Lint It</b>	821,751
<b>Fabri-Comb</b>	781,744
<b>Helmac</b>	700,517
<b>Helmac</b>	1,067,591
<b>Lint Pic-Up</b>	812,516
<b>Magik Fuzz Buster</b>	1,445,214
<b>Roll-N-Rinse</b>	854,915
<b>Rothcorp</b>	1,366,720
<b>Shoe Shapers</b>	1,337,438
<b>Zip Strip</b>	1,138,789
<b>Lint Away and Design</b>	1,402,216
<b>Sweep 'N Clean</b>	2,855,123

10/06/2004  
700120790

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

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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Street Address: **191 Peachtree Street**

City: **Atlanta** State: **GA** Zip: **30303**

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- Association **National Banking**
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- Other

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(Designations must be a separate document)  
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4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_  
**See Attached Schedule 1**

B. Trademark Registration No.(s) \_\_\_\_\_  
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City: **Atlanta** State: **GA** Zip: **30303**

6. Total number of applications and registrations involved: **50**

7. Total fee (37 CFR 3.41)..... **\$ 1,265**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number;

DO NOT USE THIS SPACE

9. Signature.

**Elizabeth Murray**  
Name of Person Signing

Signature

**October 5, 2004**

Date

**21**

Total number of pages including cover sheet, attachments, and documents:  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20531

**SCHEDULE 1**  
to Trademark Recordation Form Cover Sheet  
**United States Trademark and Service Mark Applications**  
(continued from item 4A.)

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Skinditioner	78/333,182
Lint Roll and Go	78/342,760
Ultimate	78/367,565
Durafresh	78/380,021
Pop-Up Lint Pic-Up	78/388,906
Pop-Up Lint Pic-Up and Go	78/388,918
Pop-Up Lint Roller	78/388,925
Pop-Up Lint Roll and Go	78/388,933
Easy Eraser	78/404,687
Ultra Scour	78/404,682

Soothing Aloe	78/410,352
Closetrends	78/456,624

United States Trademarks and Service Marks  
(continued from item 4B.)

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Lint Lift-Ette	1,370,191
Quik Pick	1,381,482
Lint Lifter	1,401,233
Buzz-Off	1,547,439
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Pet Hair Pic-up	2,378,425
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TackyVac	2,247,676
Clothing Gear	2,303,581
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Evercare and Design	2,595,277

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Pet Necessities	2,548,826
Magik Brush	1,856,783
Sticky Wicket	1,855,802
D Lint It	821,751
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Helmac	700,517
Helmac	1,067,591
Lint Pic-Up	812,516
Magik Fuzz Buster	1,445,214
Roll-N-Rinse	854,915
Rothcorp	1,366,720
Shoe Shapers	1,337,438
Zip Strip	1,138,789
Lint Away and Design	1,402,216
Sweep 'N Clean	2,855,123



## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 30<sup>th</sup> day of September, 2004, between **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association having an office at 191 Peachtree Street, N.E., Atlanta, Georgia 30303, as collateral and administrative agent for itself and Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent"), and **THE EVERCARE COMPANY**, a Delaware corporation having its principal place of business at 3440 Preston Ridge Road, Suite 650, Alpharetta, Georgia 30005-3820 (the "Company").

### Recitals:

The Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Loan and Security Agreement dated the date hereof by and among the Company, Agent and Lenders (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Lenders are willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Indebtedness, the Company hereby pledges, assigns and grants to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications owned by the Company, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks" and all Trademarks which are registered with the United States Patent and Trademark Office, or subject to applications therefore, are referred to as "Registered Trademarks");

- (b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and
- (c) all proceeds of the foregoing.

Notwithstanding anything to the contrary herein, the foregoing grant of security interest shall not include any "intent-to-use" based trademark application until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application unless the grant of a security interest therein would not invalidate or otherwise impair the Company's rights in such "intent-to-use" based trademark application.

3. The Company represents and warrants to Agent and Lenders that:
- (a) Each of the Registered Trademarks is subsisting and has not been adjudged invalid or unenforceable;
  - (b) Upon filing of this Agreement in the United States Patent and Trademark Office and a UCC financing statement in the appropriate jurisdiction, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;
  - (c) No claim has been made against the Company that the use of any of the Trademarks does or may violate the rights of any third Person;
  - (d) The Company has the unqualified right to enter into this Agreement and perform its terms; and
  - (e) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, other than Permitted Liens and licenses permitted by paragraph 6 hereof.
4. The Company covenants and agrees with Agent and Lenders that:
- (a) The Company will maintain the quality of the products associated with the Trademarks, at a level substantially consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;
  - (b) The Company will not materially diminish the quality of the products associated with the Trademarks without Agent's prior written consent; and
  - (c) Except as otherwise permitted by Section 6.13 of the Loan Agreement, the Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks and has filed, and will

continue to file, an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby authorizes Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and (except when a Default or Event of Default exists) upon reasonable advance notice. The Company shall do any and all acts reasonably required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. Until Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, the Company shall not enter into (i) any license agreement relating to any of the Trademarks except non-exclusive licenses to third parties on an arms' length basis (provided that any such license of a Trademark shall be for use with respect to products which are not reasonably likely to be competitive with those produced and/or marketed by the Company and its Subsidiaries and provided further that such licenses shall be granted in the reasonable business judgment of the Company and such licenses shall be subject to the Lien of the Agent) or (ii) any other agreement with any Person that is inconsistent with the Company's duties under this Agreement.

7. If, before Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent notice thereof in writing to the extent required by Section 5.13 of the Loan Agreement.

8. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future acquired trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the

Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Indebtedness in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Payment in Full of all of the Indebtedness shall be paid over to the Company. If any deficiency shall arise, the Company and each Guarantor of the Indebtedness shall remain jointly and severally liable to Agent and Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments.

11. Upon Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

13. Except as otherwise permitted by Section 6.13 of the Loan Agreement, (i) the Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected; (ii) the Company shall have the duty, through

counsel reasonably acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks (any expenses incurred in connection with such applications or proceedings being borne by the Company); and (iii) the Company shall not abandon any Trademark, any right to file a trademark application, or any pending trademark application without the consent of Agent.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, during the existence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14 as provided in paragraph 12.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all costs and expenses incurred by Agent in connection therewith as provided in paragraph 12.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents 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.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement 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 Agreement in any jurisdiction.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof,

and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. The Company hereby waives notice of Agent's acceptance hereof.

22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

23. **To the fullest extent permitted by applicable law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

WITNESS the execution hereof under seal as of the day and year first above written.

**THE EVERCARE COMPANY**  
("Company")

By: *[Signature]*  
Title: *President*

[CORPORATE SEAL]

Accepted:

**WACHOVIA BANK, NATIONAL ASSOCIATION,**  
as Agent ("Agent")

By: *Catherine C. Conner*  
Title: *DIRECTOR*

STATE OF NEW YORK §  
  §  
COUNTY OF NEW YORK §

BEFORE ME, the undersigned authority, on this day personally appeared Douglas R. Teckens, President and C.O.O. of The Evercare Company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29 day of September, 2004.

Keith Sheppard  
Notary Public  
My Commission Expires: 7/15/2006

[NOTARIAL SEAL]  
Keith D. Sheppard  
NOTARY PUBLIC, State of New York  
No. 01SH6077557  
Qualified in Nassau County  
Commission Expires July 15, 2006

STATE OF NEW YORK )  
  )  
COUNTY OF NEW YORK )

BEFORE ME, the undersigned authority, on this day personally appeared Catherine A. Cowan, Director of Wachovia Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30 day of September, 2004.

Keith D. Sheppard  
Notary Public  
My Commission Expires: 07/15/06

[NOTARIAL SEAL]  
Keith D. Sheppard  
NOTARY PUBLIC, State of New York  
No. 01SH6077557  
Qualified in Nassau County  
Commission Expires July 15, 2006



**EXHIBIT B**  
**CERTIFICATE**

The undersigned officer of The Evercare Company (the "Company"), DOES HEREBY CERTIFY to Wachovia Bank, National Association ("Agent") as agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Loan and Security Agreement among Agent, the Company and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated September \_\_, 2004, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level substantially consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THE EVERCARE COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**Trademarks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
SUPER TAC II	United States	2,174,850	7/21/1998
SUPER TAC II	Australia	749,583	6/11/1998
SUPER TAC II	Canada	519,630	11/22/1999
SUPER TAC II	Israel	116152	3/8/1999
SUPER TAC II	United States	1,457,453	9/15/1987
Lintie	United States	803,865	2/15/1966
Lintie	Canada	508,463	2/24/1999
Lint Lift-Ette	United States	1,370,191	11/12/1985
Lint Lift-Ette	Canada	321,938	12/19/1986
Quik Pick	United States	1,381,482	2/4/1986
Lint Lifter	United States	1,401,233	7/15/1986
Lint Lifter	Canada	508,458	2/24/1999
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Buzz-Off	United States	1,547,439	7/11/1989
Buzz Off	Canada	508,460	2/24/1999
Handy Helper	United States	2,225,868	2/23/1999
Handy Helper	Canada	503,504	11/3/1998
Pet Hair Pic-up	United States	2,378,425	8/22/2000
Big Daddy	United States	2,225,731	2/23/1999
Big Daddy	Canada	513,208	7/23/1999
Easy Peel	United States	2,260,609	7/13/1999
Easy Peel	Canada	503,503	11/3/1998
Easy Peel	Europe	000869,883	11/4/1999

TackyVac	United States	2,247,676	5/25/1999
TackyVac	Australia	773,678	2/12/1999
TackyVac	Canada	524014	2/29/2000
TackyVac	Switzerland	459,549	3/17/1999
Tacky-Vac	China	1,688,752	12/28/2001
Tacky-Vac	Europe	945345	1/13/2000
Tacky-Vac	Hong Kong	B16314	3/30/1998
Tacky-Vac	Japan	4,316,882	9/24/1999
Clothing Gear	United States	2,303,581	12/28/1999
Evercare	Australia	783,929	10/29/1999
Evercare	Canada	528,670	5/31/2000
Evercare	Switzerland	465,229	1/27/1999
Evercare	Europe	001056795	1/26/1999
Evercare	Japan	4551123	3/15/2002
Evercare (Class 5)	Mexico	654235	1/27/1999
Evercare (Class 21)	Hong Kong	B16744	11/15/2000
Evercare (Class 8)	Mexico	644,136	2/28/2000
Evercare (Class 16)	Mexico	647454	3/28/2000
Evercare (Class 20)	Mexico	644,137	2/28/2000
Evercare (Class 21)	Mexico	614121	6/18/1999
Evercare (Class 5,21)	United States	2,398,760	10/24/2000
Evercare (Class20,22)	United States	2,579,754	6/11/2002

Evercare (Stylized) (Class 5,20,21)	United States	2,345,235	4/25/2000
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Evercare (Stylized) (Class 5)	Mexico	642,564	2/23/2000
Evercare (Stylized) (Class 20)	Hong Kong	BO9924HK	4/16/1999
Evercare (Stylized) (Class 8)	Mexico	638,926	1/27/2000
Evercare (Stylized) (Class 20)	Mexico	639,587	1/28/2000
Evercare (Stylized) (Class 22)	Mexico	640,564	2/23/200
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Evercare and Design	United States	2,595,277	7/16/2002
Helmac	Australia	235751	1/19/1970

Helmac	Canada	168460	3/26/1970
Helmac	Switzerland	466,615	11/11/1999
Helmac	Japan	1613303	8/30/1983
Pet Necessities	United States	2,548,826	3/19/2002
Magik Brush	United States	1,856,783	10/4/1994
Magik Brush	Japan	2,378,490	2/28/2002
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D Lint It	United States	821,751	1/3/1967
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Zip Strip	United States	1,138,789	8/19/1980
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Kwik Peel and Design	Canada	481,498	8/26/1997
Triangle Design	Canada	244,958	5/16/1980
Tydee	Canada	153,324	9/22/1967

**Trademark Applications**

<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Serial Number</u></b>	<b><u>Application Date</u></b>
Evercare (Design)	Canada	1032634	10/15/1999
Sweep 'N Clean	Canada	1,174,364	4/10/2003
Aromatherapy for Your Home	United States	78/355,462	1/22/2004
Little Things, Big Differences	United States	78/267,016	6/25/2003
Little Things, Little Differences	Canada	1,200,973	12/19/2003
Optimesh	Canada	1,195,330	10/29/2003
Optimesh	United States	78/291,722	8/25/2003
Classicfit	United States	78/300,272	9/15/2003
SmartFit	United States	78/300,279	9/15/2003
Lint Pic-Up and Go!	United States	78/322,323	11/3/2003
Lint Roll and Go!	Canada	1,209,641	3/9/2004
Skinditioner	United States	78/333,182	11/25/2003
Lint Roll and Go	United States	78/342,760	12/18/2003
Lint Roll and Go	Canada	1,209,640	3/9/2004
Ultimate	United States	78/367,565	2/13/2004
Durafresh	United States	78/380,021	3/8/2004
Durafresh	Canada	1,229,570	9/8/2004
Durafresh	Mexico	<i>not yet received</i>	9/8/2004

Pop-Up Lint Pic-Up	United States	78/388,906	3/23/2004
Pop-Up Lint Pic-Up and Go	United States	78/388,918	3/23/2004
Pop-Up Lint Roller	United States	78/388,925	3/23/2004
Pop-Up Lint Roll and Go	United States	78/388,933	3/23/2004
Easy Eraser	United States	78/404,687	4/20/2004
Ultra Scour	United States	78/404,682	4/20/2004
Soothing Aloe	United States	78/410,352	4/29/2004
Closetrends	United States	78/456,624	7/26/2004



**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** is made this 30<sup>th</sup> day of September, 2004, between **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association having an office at 191 Peachtree Street, N.E., Atlanta, Georgia 30303, as collateral and administrative agent for itself and Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent"), and **THE EVERCARE COMPANY**, a Delaware corporation having its principal place of business at 3440 Preston Ridge Road, Suite 650, Alpharetta, Georgia 30005-3820 (the "Company").

**Recitals:**

The Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Loan and Security Agreement dated the date hereof by and among the Company, Agent and Lenders (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Lenders are willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Indebtedness, the Company hereby pledges, assigns and grants to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications owned by the Company, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks" and all Trademarks which are registered with the United States Patent and Trademark Office, or subject to applications therefore, are referred to as "Registered Trademarks");

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- (b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and
- (c) all proceeds of the foregoing.

Notwithstanding anything to the contrary herein, the foregoing grant of security interest shall not include any "intent-to-use" based trademark application until such time that a statement of use has been filed with the United States Patent and Trademark Office for such application unless the grant of a security interest therein would not invalidate or otherwise impair the Company's rights in such "intent-to-use" based trademark application.

3. The Company represents and warrants to Agent and Lenders that:

(a) Each of the Registered Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office and a UCC financing statement in the appropriate jurisdiction, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;

(c) No claim has been made against the Company that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms; and

(e) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, other than Permitted Liens and licenses permitted by paragraph 6 hereof.

4. The Company covenants and agrees with Agent and Lenders that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level substantially consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(b) The Company will not materially diminish the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except as otherwise permitted by Section 6.13 of the Loan Agreement, the Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks and has filed, and will

continue to file, an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby authorizes Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and (except when a Default or Event of Default exists) upon reasonable advance notice. The Company shall do any and all acts reasonably required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. Until Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, the Company shall not enter into (i) any license agreement relating to any of the Trademarks except non-exclusive licenses to third parties on an arms' length basis (provided that any such license of a Trademark shall be for use with respect to products which are not reasonably likely to be competitive with those produced and/or marketed by the Company and its Subsidiaries and provided further that such licenses shall be granted in the reasonable business judgment of the Company and such licenses shall be subject to the Lien of the Agent) or (ii) any other agreement with any Person that is inconsistent with the Company's duties under this Agreement.

7. If, before Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent notice thereof in writing to the extent required by Section 5.13 of the Loan Agreement.

8. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future acquired trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the

Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Indebtedness in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Payment in Full of all of the Indebtedness shall be paid over to the Company. If any deficiency shall arise, the Company and each Guarantor of the Indebtedness shall remain jointly and severally liable to Agent and Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments.

11. Upon Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company on demand by Agent and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

13. Except as otherwise permitted by Section 6.13 of the Loan Agreement, (i) the Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected; (ii) the Company shall have the duty, through

counsel reasonably acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until the Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks (any expenses incurred in connection with such applications or proceedings being borne by the Company); and (iii) the Company shall not abandon any Trademark, any right to file a trademark application, or any pending trademark application without the consent of Agent.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, during the existence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14 as provided in paragraph 12.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all costs and expenses incurred by Agent in connection therewith as provided in paragraph 12.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents 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.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement 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 Agreement in any jurisdiction.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof.

and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. The Company hereby waives notice of Agent's acceptance hereof.

22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

23. To the fullest extent permitted by applicable law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

WITNESS the execution hereof under seal as of the day and year first above written.


**THE EVERCARE COMPANY**  
("Company")

By:   
Title: President

[CORPORATE SEAL]

Accepted:

**WACHOVIA BANK, NATIONAL**  
**ASSOCIATION,**  
as Agent ("Agent")

By:   
Title: Director

STATE OF NEW YORK §  
  §  
COUNTY OF NEW YORK §

BEFORE ME, the undersigned authority, on this day personally appeared Douglas R. Treckles, President and C.O.O. of The Evercare Company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29 day of September, 2004.

Keith D. Sheppard  
Notary Public  
My Commission Expires: 7/15/2006

[NOTARIAL SEAL]  
Keith D. Sheppard  
NOTARY PUBLIC, State of New York  
No. 01SH0077557  
Qualified in Nassau County  
Commission Expires July 15, 2006

STATE OF NEW YORK )  
  )  
COUNTY OF NEW YORK )

BEFORE ME, the undersigned authority, on this day personally appeared Catherine A. Cowan, Director of Wachovia Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30 day of September, 2004.

Keith D. Sheppard  
Notary Public  
My Commission Expires: 07/15/06

[NOTARIAL SEAL]  
Keith D. Sheppard  
NOTARY PUBLIC, State of New York  
No. 01SH0077557  
Qualified in Nassau County  
Commission Expires July 15, 2006



**EXHIBIT A**  
**Trademarks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
SUPER TAC II	United States	2,174,850	7/21/1998
SUPER TAC II	Australia	749,583	6/11/1998
SUPER TAC II	Canada	519,630	11/22/1999
SUPER TAC II	Israel	116152	3/8/1999
SUPER TAC II	United States	1,457,453	9/15/1987
Lintie	United States	803,865	2/15/1966
Lintie	Canada	508,463	2/24/1999
Lint Lift-Ette	United States	1,370,191	11/12/1985
Lint Lift-Ette	Canada	321,938	12/19/1986
Quik Pick	United States	1,381,482	2/4/1986
Lint Lifter	United States	1,401,233	7/15/1986
Lint Lifter	Canada	508,458	2/24/1999
Quik Pick (Stylized)	Canada	323,932	2/20/1987
Buzz-Off	United States	1,547,439	7/11/1989
Buzz Off	Canada	508,460	2/24/1999
Handy Helper	United States	2,225,868	2/23/1999
Handy Helper	Canada	503,504	11/3/1998
Pet Hair Pic-up	United States	2,378,425	8/22/2000
Big Daddy	United States	2,225,731	2/23/1999
Big Daddy	Canada	513,208	7/23/1999
Easy Peel	United States	2,260,609	7/13/1999
Easy Peel	Canada	503,503	11/3/1998
Easy Peel	Europe	000869,883	11/4/1999

TackyVac	United States	2,247,676	5/25/1999
TackyVac	Australia	773,678	2/12/1999
TackyVac	Canada	524014	2/29/2000
TackyVac	Switzerland	459,549	3/17/1999
Tacky-Vac	China	1,688,752	12/28/2001
Tacky-Vac	Europe	945345	1/13/2000
Tacky-Vac	Hong Kong	B16314	3/30/1998
Tacky-Vac	Japan	4,316,882	9/24/1999
Clothing Gear	United States	2,303,581	12/28/1999
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Optimesh	Canada	1,195,330	10/29/2003
Optimesh	United States	78/291,722	8/25/2003
Classicfit	United States	78/300,272	9/15/2003
SmartFit	United States	78/300,279	9/15/2003
Lint Pic-Up and Go!	United States	78/322,323	11/3/2003
Lint Roll and Go!	Canada	1,209,641	3/9/2004
Skinditioner	United States	78/333,182	11/25/2003
Lint Roll and Go	United States	78/342,760	12/18/2003
Lint Roll and Go	Canada	1,209,640	3/9/2004
Ultimate	United States	78/367,565	2/13/2004
Durafresh	United States	78/380,021	3/8/2004
Durafresh	Canada	1,229,570	9/8/2004
Durafresh	Mexico	<i>not yet received</i>	9/8/2004

Pop-Up Lint Pic-Up	United States	78/388,906	3/23/2004
Pop-Up Lint Pic-Up and Go	United States	78/388,918	3/23/2004
Pop-Up Lint Roller	United States	78/388,925	3/23/2004
Pop-Up Lint Roll and Go	United States	78/388,933	3/23/2004
Easy Eraser	United States	78/404,687	4/20/2004
Ultra Scour	United States	78/404,682	4/20/2004
Soothing Aloe	United States	78/410,352	4/29/2004
Closetrends	United States	78/456,624	7/26/2004

**EXHIBIT B**  
**CERTIFICATE**

The undersigned officer of The Evercare Company (the "Company"), DOES HEREBY CERTIFY to Wachovia Bank, National Association ("Agent") as agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Loan and Security Agreement among Agent, the Company and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated September \_\_, 2004, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level substantially consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this \_\_ day of

\_\_\_\_\_

**THE EVERCARE COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_