

7/29/04

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Harris Trust and Savings Bank

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Illinois
 Other _____

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

2. Name and address of receiving party(ies)
Name: Turtle Wax, Inc.
Internal
Address: _____

Street Address: 5655 W. 73rd St.
City: Chicago State: IL Zip: 60638

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Reassignment of Trademarks
Release of Security Interest and
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 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: 4

7. Total fee (37 CFR 3.41).....\$ 115
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500276

DO NOT USE THIS SPACE

9. Signature
08/06/2004 XGETACHE 00000257 500276 78310542
01 FC 8521 40.00 DA
02 FC 8522 75.00 DA
Jessica L. Heiss
Name of Person Signing

Jessica L. Heiss
Signature

7/22/04
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK
REEL: 003022 FRAME: 0599

ITEM 4 CONTINUED

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

A. Trademark Application Nos.

1. 78/310542
2. 78/310596

B. Trademark Registration Nos.

1. 2,770,403
2. 2,780,342

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT OF TRADEMARKS dated April 30, 2004 by Harris Trust and Savings Bank, as Agent as hereinafter described;

WITNESSETH:

WHEREAS, Harris Trust and Savings Bank, as Agent, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (the "Secured Party") and Turtle Wax, Inc, an Illinois corporation with its mailing address at 5655 West 73rd Street, Chicago, Illinois 60638-6211 (the "Pledgor") are parties to a certain Trademark Collateral Security Agreement dated February 10, 2004 which was recorded in the United States Patent and Trademark Office on 3/25/03 at Reel 2698, Frame 0808 (the "Assignment"), pursuant to which the Pledgor granted a security interest in and collateral assignment of certain trademarks and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the "Trademarks"); and

WHEREAS, the Pledgor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Pledgor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Pledgor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(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 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.

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By Betzaida Erdelyi
Name: _____
Title: BETZAIDA ERDELYI
VICE PRESIDENT