04-12-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30

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

102875148

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Water-Jel Technologies, LLC

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation- State:
- ☑ Other LLC

Citizenship (see guidelines) NJ

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: General Electric Capital Corporation
Internal Address:
Street Address: 201 Merritt 7
City: Norwalk
State: CT
Country: USA Zip: 06856

- ☐ Association Citizenship
- ☐ General Partnership Citizenship
- ☐ Limited Partnership Citizenship
- ☑ Corporation Citizenship DE
- ☐ Other Citizenship

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 4, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached Schedule I

B. Trademark Registration No.(s)
See Attached Schedule I

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristin Brozovic
Internal Address:
Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800
City: Chicago
State: IL Zip: 60606
Phone Number: 312-876-6541
Fax Number: 312-993-9767
Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 515.00

- ☐ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☑ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: Kristin Brozovic
Signature

April 6, 2005
Date

Kristin Brozovic
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

04/12/2005 DBYRNE 00000150 76599955
01 FC:8521 40.00 OP
02 FC:8522 475.00 OP

04/12/2005 DBYRNE 00000151 76599955
01 FC:8523 120.00 OP

4/8/05

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

WATER-JEL TECHNOLOGIES LLC

Country	Mark	Application Number	Registration Number
US	COOL JEL	76/599955	-----
US	WATER JEL MUSCLE-JEL	76/599449	-----
US	COOL HEAT	76/594126	-----
US	WATER JEL COOL HEAT	76/594111	-----
US	BURN STOP	76/539648	-----
US	SORBISTAT	76/503814	-----
US	WATER JEL SURESTICK	76/444100	2796994
US	STERIL-EYES	76/335592	-----
US	BURN JEL	76/236542	2567184
US	PUTTING RELIEF IN YOUR HANDS	75/002742	2060006
US	[DESIGN]	74/419451	1958221
US	UNBURN	74/379450	1854013
US	WATER-JEL BURN JEL	74/277482	1762382
US	WATER-JEL	73/611229	1429819
US	WATER-JEL	73/526737	1391321
US	[DESIGN]	73/526736	1394610
US	WATER-JEL	73/522971	1392078
US	[DESIGN]	73/289824	1186537
US	WATER JEL	73/289823	1185594
US	WATER-JEL	73/289821	1177931

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2005, by WATER-JEL TECHNOLOGIES, LLC, a New Jersey limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WATER-JEL TECHNOLOGIES, LLC, as Grantor

By: _____
Name: Robert J. Fitzsimmons
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

WATER-JEL TECHNOLOGIES LLC

Country	Mark	Application Number	Registration Number
US	COOL JEL	76/599955	-----
US	WATER JEL MUSCLE-JEL	76/599449	-----
US	COOL HEAT	76/594126	-----
US	WATER JEL COOL HEAT	76/594111	-----
US	BURN STOP	76/539648	-----
US	SORBISTAT	76/503814	-----
US	WATER JEL SURESTICK	76/444100	2796994
US	STERIL-EYES	76/335592	-----
US	BURN JEL	76/236542	2567184
US	PUTTING RELIEF IN YOUR HANDS	75/002742	2060006
US	[DESIGN]	74/419451	1958221
US	UNBURN	74/379450	1854013
US	WATER-JEL BURN JEL	74/277482	1762382
US	WATER-JEL	73/611229	1429819
US	WATER-JEL	73/526737	1391321
US	[DESIGN]	73/526736	1394610
US	WATER-JEL	73/522971	1392078
US	[DESIGN]	73/289824	1186537
US	WATER JEL	73/289823	1185594
US	WATER-JEL	73/289821	1177931
Australia	WATER-JEL	N/A	350293
Australia	WATER-JEL	N/A	443691
Australia	TWO FIGURES WITH FLAME	N/A	A248542
BENE	WATER-JEL	N/A	387892
BRAZIL	WATER-JEL	N/A	815568509
BRAZIL	WATER-JEL	N/A	815554737
BRAZIL	WATER-JEL (and Design)	N/A	815568495
Canada	WATER-JEL	0673337	TMA401662
Canada	MEN FLAME BLANKET [design]	0495569	TMA285001
Canada	WATER JEL [design]	0495568	TMA283546
Canada	WATER-JEL	0457660	TMA262740
CTM	BURN JEL	N/A	002404820
DENMARK	WATER-JEL Device mark	N/A	08 315 1991
DENMARK	WATER-JEL &design	N/A	1992 08800
EGYPT	WATER-JEL	N/A	67989
EGYPT	WATER-JEL (and Design)	N/A	67990
EGYPT	TWO FIGURES WITH FLAME & BLANKET	N/A	67988

FRANCE	WATER-JEL	N/A	1211680
Finland	WATER-JEL	N/A	121435
GERW	WATER-JEL	N/A	1050143
GREC	WATER-JEL	N/A	106110
GREC	WATER-JEL	N/A	78753

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WATER-JEL TECHNOLOGIES, LLC, as Grantor

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

~~By:~~_____
Name: John M. Steidle
Title: ~~Its Duly Authorized Signatory~~

[Signature Page to Trademark Security Agreement]

NORW	WATER-JEL	N/A	455340
PEUR	WATER-JEL	N/A	7773
PUER	WATER-JEL and Design	N/A	7772
PUER	WATER-JEL	N/A	30009
PEUR	WATER-JEL and Design	N/A	30010
PUER	WATER-JEL IN TEARDROP DESIGN	N/A	7771
PUER	TWO FIGURES WITH FLAME & BLANKET	N/A	7768
Switzerland	WATER-JEL	N/A	P-325699
SABA	WATER-JEL	N/A	030637
SAFR	WATER-JEL	N/A	91/2709
SAFR	WATER-JEL	N/A	91/2710
SAFR	WATER-JEL IN TEARDROP DESIGN	N/A	91/2711
SAFR	TWO FIGURES WITH FLAME & BLANKET	N/A	91/2712
SAUD	WATER-JEL	N/A	131/1
SING	WATER-JEL	N/A	73/58212
SING	WATER-JEL and Design	N/A	82/04417
SPAIN	WATER-JEL	N/A	1652899/9
SWEDEN	WATER-JEL	N/A	246498
THAI	WATER-JEL	N/A	175278
THAI	WATER-JEL & Design	N/A	175281
UK	WATER-JEL	1471486	1471486
UK	WATER-JEL	1471487	1471487