

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIDI Products, LLC		04/12/2005	Delaware limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Delaware limited liability company:		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1094187	ACCO	
Registration Number:	1909082	ACCOLADE	
Registration Number:	1952634	BRUSH STROKES	
Registration Number:	1648763	CENTURY II	
Registration Number:	852384	DETECTORAY	
Registration Number:	2520812	DRI-PERF	
Registration Number:	874323	FABRICEL	
Registration Number:	2284171	FOOD CARE	
Registration Number:	613979	KAY-PEES	
Registration Number:	2301279	KIDS KRITTERS	
Registration Number:	852385	LAMINO	
Registration Number:	1687078	OMNISORB	
Registration Number:	865779	STAY-DRI	
Registration Number:	2199447	TIDI	

CH \$490.00 1094187

900023123

TRADEMARK
REEL: 003067 FRAME: 0087

Registration Number:	1778984	TIDI TOOTH
Registration Number:	1596209	TI-DI-SAU-RUS
Registration Number:	2237442	VENTURE
Serial Number:	78502757	VENTURE
Serial Number:	78502766	VENTURE

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127562388

Email: daniel.angel@srz.com

Correspondent Name: Daniel Angel, Esq.

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (014951/0620)
Signature:	/sas for da/
Date:	04/15/2005

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS, dated as of April 12, 2005, by between TIDI PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of ABLECO FINANCE LLC, in its capacity as Agent for the Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan 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 "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor and the other Loan Parties;

WHEREAS, as security for all Obligations, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, from the benefit of Agent and Lenders, a continuing security interest in, lien on, and right of set-off against all rights and interests of Grantor in or to Trademarks, whether now existing or hereafter acquired or arising; and

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

NOW, THEREFORE, in consideration of the premises and the 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:

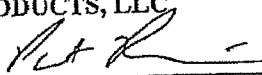
1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

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, and lien upon (subject to Permitted Liens), all of Grantor's now existing or hereafter acquired right, title and interest (including, without limitation, as licensor or licensee) in and to Trademarks, including, without limitation, the Trademarks referred to on Schedule A hereto, and all proceeds and products thereof.

3. LOAN AGREEMENT. The security interests granted pursuant to this Assignment of Trademarks are granted in conjunction with, and not in limitation of, the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

TIDI PRODUCTS, LLC

By: 
Name: Patrick Riordan
Title: CFO and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

ABLECO FINANCE LLC, as Agent

By: _____
Name: _____
Title: _____

Assignment of Trademarks

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

TIDI PRODUCTS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ABLECO FINANCE LLC, as Agent

By: _____
Name: Daniel Wolf
Title: SVP

ACKNOWLEDGMENT OF GRANTOR

Massachusetts
STATE OF NEW YORK)
 Suffolk) ss.
COUNTY OF NEW YORK)

On this 12th day of ^{*April*}~~March~~, 2005, before me personally came Patrick Riordan, to me known, who, being by me duly sworn, did depose and say that he is the CFO and Secretary of TIDI PRODUCTS, LLC, the limited liability company described in, and which executed the foregoing instrument, and that he is authorized to execute said instrument on behalf of said company.

Daphne M. Va de Meenele
Notary Public

Assignment of Trademarks

SCHEDULE I
to
ASSIGNMENT OF TRADEMARKS
TRADEMARK REGISTRATIONS

REGISTERED TRADEMARKS:

<u>Trademark Description</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
ACCO	73/117,264	1,094,187	06/27/78
ACCOLADE	74/422,877	1,909,082	08/01/95
BRUSH STROKES ¹	74/576,314	1,952,634	01/30/96
CENTURY II	73/831,723	1,648,763	06/25/91
DETECTORAY	72/277,299	852,384	07/09/68
DRI-PERF	75/748,432	2,520,812	12/18/01
FABRICEL	72/299,121	874,323	08/05/69
FOOD CARE	75/313,365	2,284,171	10/05/99
KAY-PEES	71/649,029	613,979	10/11/55
KIDS KRITTERS	75/322,831	2,301,279	12/21/99
LAMINO	72/277,300	852,385	07/09/68
OMNISORB	74/087,660	1,687,078	05/12/92
STAY-DRI	72/279,549	865,779	03/04/69
TIDI	75/269,006	2,199,447	10/27/98
TIDI TOOTH	74/302,292	1,778,984	06/29/93
TI-DI-SAU-RUS	73/788,996	1,596,209	05/15/90
VENTURE*	75/260,377	2,237,442	04/06/99

¹ Prior to the assignment of this trademark to the Borrower, Banta Healthcare Group, Ltd. was attempting to formalize an oral agreement with McKesson Medical-Surgical with respect to Banta Healthcare Group's grant of an exclusive royalty-free license to use this trademark.

<u>Trademark Description</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
VENTURE	78/502,757	Application Pending	Application Pending
VENTURE	78/502,766	Application Pending	Application Pending

*** -- Borrower is not now using this trademark and does not intend to preserve this mark.**

UNREGISTERED TRADEMARKS:

TIDI Toes
Encore
TIDI "T" design
Under the Sea Stock Design
Raining Cats and Dogs Stock Design
Bugs and Things Stock Design
Watercolors Stock Design
Pastel Vines Stock Design
Pediatric Combo Stock Design
Schoolltime Stock Design