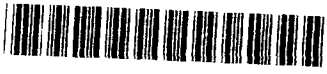


12-13-2004



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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): OSMEGEN INCORPORATED *12-8-04*

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 11/30/2004

2. Name and address of receiving party(ies)
Name: The Royal Bank of Scotland plc, as
Internal Address: First and Second Lien Collateral
Street Address: Agent, 101 Park Avenue
City: New York State: NY Zip: 10178

Individual(s) citizenship _____
 Association _____
 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 SCHEDULE A

B. Trademark Registration No.(s) SEE SCHEDULE A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Luis Rodriguez
Internal Address Corporation Service Company
1133 Avenue of the Americas
Suite 3100
New York, NY 10036
Street Address CM# 72080.004
063961-5
City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....\$ 415.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
James P. Murphy *James P. Murphy* December 3, 2004
Name of Person Signing Signature Date

12/10/2004 DDYRME 00000070 1864507 40.00 OP 475.00 OP

Total number of pages including cover sheet, attachments, and document: 10
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Addendum to Trademark Recordation Form Cover Sheet

1. Name of conveying party(ies)

BIX ENTERPRISES, INC.
SITE-B COMPANY

TRADEMARK SECURITY AGREEMENT

1. Trademark Registrations/Applications:

Osmegeen Incorporated

| Mark | Country | Reg. No./Appl. No. |
|---|---------|--------------------|
| NATURAL MAGIC | U.S. | 1,864,507 |
| ODOR LAUNCHER | U.S. | 1,936,851 |
| ODOR BLASTER (Stylized) | U.S. | 1,956,370 |
| <i>We make Magic Products. Naturally!</i> | U.S. | 2,069,861 |
| CEDAR FOREST | U.S. | 2,424,904 |
| LAVENDER BOUQUET | U.S. | 2,444,287 |
| PLEASANT VALLEY | U.S. | 2,502,203 |
| NATURAL MAGIC | U.S. | 2,794,872 |
| NATURAL MAGIC | U.S. | 78/361,449 |
| REPLENISH | U.S. | 78/361,456 |
| WHY PAY FOR WATER? | U.S. | 78/361,457 |

Bix Enterprises, Inc.

| Mark | Country | Reg. No. |
|------|---------|----------|
|------|---------|----------|

| | | |
|-----------------|------|-----------|
| BIX | U.S. | 1,065,085 |
| BIX QUICK STRIP | U.S. | 1,224,758 |
| TUFF JOB | U.S. | 1,402,751 |
| BIX OVERNIGHT | U.S. | 2,726,815 |

Site-B Company

| Mark | Country | Reg. No. |
|----------|---------|-----------|
| SQUIRREL | U.S. | 2,161,358 |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2004 is entered into by OSMEGEN INCORPORATED, a Pennsylvania Corporation, BIX ENTERPRISES, INC., a Delaware Corporation, and SITE-B COMPANY, a Washington Corporation (collectively, the "Grantors") and THE ROYAL BANK OF SCOTLAND PLC, as first lien collateral agent for the First Lien Secured Parties (in such capacity the "First Lien Collateral Agent") and as second lien collateral agent for the benefit of the Second Lien Secured Parties (in such capacity the "Second Lien Collateral Agent" and, together with the First Lien Collateral Agent, the "Secured Parties").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of February 6, 2004 among the Grantors and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting security interests to the Secured Parties in certain Trademarks and Trademark Licenses, whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks and Trademark Licenses listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Parties hereby agree as follows:

(i) Grant of Security Interests.

(a) Each of the Grantors hereby grants to each Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interests granted hereby are granted in conjunction with the security interest granted to each Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by the Grantors after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which the Grantors no longer has or claims any right, title or interest.

(iii) Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of each Secured Party and the Grantors and their respective successors and assigns. The Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.


(v) Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantors and the Secured Parties have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.


OSMEGEN INCORPORATED, a
Pennsylvania Corporation

By: 
Name: Ross Clawson
Title: President

BIX ENTERPRISES, a Delaware
Corporation

By: 
Name: Ross Clawson
Title: President

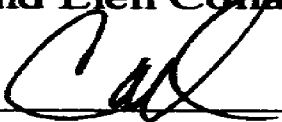
SITE-B COMPANY, a Washington Corporation

By: 
Name: Ross Clawson
Title: President

Accepted and Agreed:

**THE ROYAL BANK OF SCOTLAND
PLC, as the First Lien Collateral Agent and
the Second Lien Collateral Agent**

By: _____



Name:

Curtis D. Lueker

Title:

Vice President

TRADEMARK SECURITY AGREEMENT

1. Trademark Registrations/Applications:

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| Mark | Country | Reg. No./Appl. No. |
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| ODOR BLASTER (Stylized) | U.S. | 1,956,370 |
| <i>We make Magic Products. Naturally!</i> | U.S. | 2,069,861 |
| CEDAR FOREST | U.S. | 2,424,904 |
| LAVENDER BOUQUET | U.S. | 2,444,287 |
| PLEASANT VALLEY | U.S. | 2,502,203 |
| NATURAL MAGIC | U.S. | 2,794,872 |
| NATURAL MAGIC | U.S. | 78/361,449 |
| REPLENISH | U.S. | 78/361,456 |
| WHY PAY FOR WATER? | U.S. | 78/361,457 |

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| Mark | Country | Reg. No. |
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| | | |
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| BIX | U.S. | 1,065,085 |
| BIX QUICK STRIP | U.S. | 1,224,758 |
| TUFF JOB | U.S. | 1,402,751 |
| BIX OVERNIGHT | U.S. | 2,726,815 |

Site-B Company

| Mark | Country | Reg. No. |
|----------|---------|-----------|
| SQUIRREL | U.S. | 2,161,358 |