

2/13/05

02-14-2005

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



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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):

WATERBURY COMPANIES, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ 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: 02/04/2005

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, as Agent

Internal
Address: Suite 4400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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) 76/546056

B. Trademark Registration No.(s) 1448107; 1852170;
2412973; 1784732; 2802146; 1343775

Additional number(s) attached ☒ Yes ☐ No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman

6. Total number of applications and
registrations involved: 31

7. Total fee (37 CFR 3.41).....\$ 790.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson
Name of Person Signing

Penelope S. Johnson
Signature

02/08/2005
Date

Total number of pages including cover sheet, attachments, and document: 317

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

TRADEMARK
REEL: 003119 FRAME: 0274

RECORDATION FORM COVER SHEET – TRADEMARKS
PAGE 2

U.S. TRADEMARKS (Continued)

1119178	1756406
2716703	2396281
1859427	0800541
2400804	2543314
1361355	1439766
1345542	1079193
1600287	1901429
2716702	1768394
1378791	1454103
1898510	0819066
0819704	2690573
1377427	1796225

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 4, 2005, is between **WATERBURY COMPANIES, INC.**, a Delaware corporation (the "Grantor"), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule A annexed hereto, and is a party to the Trademark licenses listed on Schedule A annexed hereto; and

WHEREAS, Grantor, Air Guard Control Corporation, a Delaware corporation ("Air Guard"), P + L Systems Corporation, a Delaware corporation ("P&L Corp."; Grantor, Air Guard and P&L Corp. are referred to herein each individually as a "Borrower" and collectively as the "Borrowers"), have entered into that certain Credit Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Waterbury, as Funds Administrator, the Agent and the Lenders, providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Borrower Security Agreement dated of even date herewith among Grantor, each other Borrower and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement" capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications (other than Trademark applications based on an "Intent-to-Use" the marks) and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application (other than Trademark applications based on an "Intent-to-Use" the marks), including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application (but excluding any application to register any trademark, service mark or other mark prior to

the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark);

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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule A annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

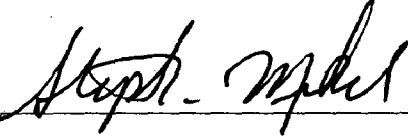
Notwithstanding anything to the contrary contained herein or in the Security Agreement, to the extent unnecessary or otherwise undesirably in the ordinary course of Grantor's business, in the reasonable business judgment of Grantor, Grantor shall not have any duty to (i) prosecute any Trademark or servicemark applications pending as of the date hereof or after; (ii) preserve or maintain any Trademarks; or (iii) ensure that the Trademarks are and remain enforceable.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank;
signature page follows.]

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

WATERBURY COMPANIES, INC., a Delaware corporation, as Grantor

By: 
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____


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

WATERBURY COMPANIES, INC., a Delaware corporation, as Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: David Mahon
Title: Director

SCHEDULE A

US TRADEMARK REGISTRATIONS; FOREIGN TRADEMARK REGISTRATIONS; US TRADEMARK APPLICATIONS; FOREIGN TRADEMARK APPLICATIONS

The attached pages list the U.S. and foreign trademarks, service marks and trade names, and all registrations and applications for registration thereof, owned or held by Waterbury Companies, Inc.

Trademark List

Page: 1

Owner: Waterbury Companies, Inc.

Client-Matter/Subcase Trademark Number/Date	Status Country Name	Application Class(es)	Registration Number/Date
Aurora 360 4287621	24044-T0144A/	Registered	15838/98
	Japan 25-Jun-1999	9	26-Feb-1998
Borid 1448107	24044-T0009A/	Registered	73622317
	United States of America 21-Jul-1987	5	26-Sep-1986
CB 1852170	24044-T0107A/	Registered	74/431923
	United States of America 06-Sep-1994	5	03-Sep-1993
CB Attrax 2412973	24044-T0162A/	Registered	75593925
	United States of America 12-Dec-2000	5	23-Nov-1998
Country Vet 1784732	24044-T0109A/	Registered	74286893
	United States of America 27-Jul-1993	5	22-Jun-1992
D-FOAM	24044-T0209A/ United States of America	Published 5	76/492468 25-Feb-2003
D-FORCE 2802146	24044-T0208A/	Registered	76/492316
	United States of America 06-Jan-2004	5	25-Feb-2003
Drax 1343775	24044-T0019A/	Registered	73513394
	United States of America 25-Jun-1985	5	13-Dec-1984
Ecologizer 252686	24044-T0020A/	Registered	431273
	Canada 14-Nov-1980		18-Oct-1978
Ecologizer 1119178	24044-T0020A/	Registered	73150409
	United States of America 29-May-1979	11	01-Dec-1977

Trademark List

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Owner: Waterbury Companies, Inc.

Client-Matter/Subcase Trademark Number/Date	Status Country Name	Application Class(es)	Registration Number/Date
Fragrance of the Islands 1756406	24044-T0093A/	Registered	74289767
	9 United States of America 09-Mar-1993	5	30-Jun-1992
Home Exterminator 2716703	24044-T0205A/	Registered	76277965
	10 United States of America 13-May-2003	5	28-Jun-2001
Hygenix 2396281	24044-T0154A/	Registered	75/499863
	11 United States of America 17-Oct-2000	11	10-Jun-1998
Invader 1859427	24044-T0091A/	Registered	74/425550
	12 United States of America 25-Oct-1994	5	18-Aug-1993
La Ronde 0800541	24044-T0095A/	Registered	72200308
	13 United States of America 21-Dec-1965	21 & 3	20-Aug-1964
Liquidator 2400804	24044-T0164A/	Registered	75593918
	14 United States of America 31-Oct-2000	21	23-Nov-1998
MICRO TIMEMIST 2543314	24044-T0179A/	Registered	75688597
	15 United States of America 26-Feb-2002	21	21-Apr-1997
Mop Up (Stylized) 1361355	24044-T0035A/	Registered	73510480
	16 United States of America 24-Sep-1985	5	26-Nov-1984
No-Spills 1439766	24044-T0036A/	Registered	73470923
	17 United States of America 19-May-1987	5	19-May-1984
NUTRABAIT	24044-T0211/A	Pending	003703899
	European Community	5	10-Mar-2004

Trademark List

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Owner: Waterbury Companies, Inc.

Client-Matter/Subcase Trademark Number/Date	Status Country Name	Application Class(es)	Registration Number/Date
NUTRABAIT	24044-T0211/A United States of America	Published 5	76/546056 19-Sep-2003
Ozi-Fresh 1345542	24044-T0098A/ United States of America 02-Jul-1985	Registered 5	73494912 15-Aug-1984
Ozitape 1079193	24044-T0101A/ United States of America 13-Dec-1977	Registered 5	73112334 13-Jan-1977
Ozium 729342	24044-T0002A/ China 14-Feb-1995	Registered 05	93057898 17-Jul-1993
Ozium 77001994	24044-T0002A/ Hong Kong 26-Apr-1993	Registered 5	9303978 26-Apr-1993
Ozium 4295523	24044-T0002A/ Japan 16-Jul-1999	Registered	523451993 28-May-1993
Ozium 470764	24044-T0002A/ Mexico 22-Aug-1993	Registered 5	165905 22-Apr-1993
Ozium 229445	24044-T0002A/ New Zealand 19-Aug-1993	Registered	19-Aug-1993
Ozium 63299	24044-T0002A/ Philippines 02-Jul-1996	Registered	89813 09-Dec-1993

Trademark List

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
Owner: Waterbury Companies, Inc.

Client-Matter/Subcase Trademark Number/Date	Status Country Name	Application Class(es)	Registration Number/Date
Ozium 328893	24044-T0002A/ Singapore 03-May-1993	Registered 5	328893
Ozium 622115	24044-T0002A/ Taiwan 01-Dec-1993	Registered 001	82018803
Ozium 3518	24044-T0002A/ United Arab Emirates 06-Jan-1996	Registered 5	3368 14-Nov-1993
Ozium 1600287	24044-T0002A/ United States of America 12-Jun-1990	Registered 5	73802020 22-May-1989
Remarks: licensed by Waterbury Companies, Inc. from Medo			
Ozyme (stylized) 1901429	24044-T0108A/ United States of America 27-Jun-1995	Registered 5	74431710 03-Sep-1993
Pro Exterminator 2716702	24044-T0204A/ United States of America 13-May-2003	Registered 5	76277870 28-Jun-2001
Purge 1768394	24044-T0103A/ United States of America 04-May-1993	Registered 5	74272392 04-May-1992
Q-Mist 231529	24044-T0037A/ Canada 19-Jan-1979	Registered	
R Value's Roach Kil (stylized) 1378791	24044-T0066A/ United States of America 21-Jan-1986	Registered 5	73543396 17-Jun-1985

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Owner: Waterbury Companies, Inc.

Client-Matter/Subcase Trademark Number/Date	Status Country Name	Application Class(es)	Registration Number/Date
Space Commander 1454103	24044-T0001A/  United States of America 25-Aug-1987	Registered 11	73616776 25-Aug-1986
Strikeforce 1898510	24044-T0092A/  United States of America 13-Jun-1995	Registered 5	74425549 18-Aug-1993
TIMEMIST 143804	24044-T0044B/ Greece 19-Feb-2002	Registered 5	143804 18-Apr-2000
Time-Mist 287361	24044-T0044A/4 Australia 16-May-1974	Registered	287361 16-May-1974
Time-Mist 278463	24044-T0044A/3 Australia 16-May-1974	Registered	278463 16-May-1974
Time-Mist 278461	24044-T0044A/2 Australia 16-May-1974	Registered	278461 16-May-1974
Time-Mist 278462	24044-T0044A/1 Australia 16-May-1974	Registered	278462 16-May-1974
Time-Mist 152644	24044-T0044A/ Canada 18-Aug-1967	Registered	14-May-1966
Time-Mist 22893	24044-T0044A/ Dominican Republic 16-Apr-1974	Registered	02-Apr-1974
Time-Mist 1353729	24044-T0044A/ France 02-May-1996	Registered	1353729 02-May-1996

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Owner: Waterbury Companies, Inc.

Client-Matter/Subcase Trademark Number/Date	Status Country Name	Application Class(es)	Registration Number/Date
TIME-MIST 71267	24044-T0044A/2 Hong Kong 01-Jun-1966	Registered	71267
TIME-MIST 37367	24044-T0044A/4 Hong Kong 27-Aug-1987	Registered	37367 29-May-1973
TIME-MIST 71167	24044-T0044A/1 Hong Kong 01-Jun-1973	Registered	71167 17-Apr-1973
TIME-MIST 37267	24044-T0044A/3 Hong Kong 08-Jul-1987	Registered	37267 10-May-1973
Time-Mist 745465	24044-T0044A/ Italy 31-Mar-1998	Registered	T096C001773 19-Jun-1996
Time-Mist B108279	24044-T0044A/3 New Zealand 15-May-1974	Registered	108279 15-May-1974
Time-Mist B108278	24044-T0044A/2 New Zealand 15-May-1974	Registered	108278 15-May-1974
Time-Mist B108277	24044-T0044A/1 New Zealand 15-May-1974	Registered	108277 15-May-1974
Time-Mist 198862	24044-T0044A/3 Portugal 06-Nov-1985	Registered	198862 19-May-1978

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Owner: Waterbury Companies, Inc.

Client-Matter/Subcase Trademark Number/Date	Status Country Name Number/Date	Application Class(es)	Registration
Time-Mist 16950	24044-T0044A/2 Puerto Rico 12-Oct-1971	Registered 7	
Time-Mist 16949	24044-T0044A/1 Puerto Rico 12-Oct-1971	Registered 5	
Time-Mist 7387	24044-T0044A/3 Puerto Rico 12-Oct-1971	Registered	
Time-Mist 661933	24044-T0044A/2 South Africa 16-May-1966	Registered	661933 16-May-1966
Time-Mist 661935	24044-T0044A/4 South Africa 16-May-1966	Registered	661935 16-May-1966
Time-Mist 661932	24044-T0044A/1 South Africa 16-May-1966	Registered	661932 16-May-1966
Time-Mist 484680	24044-T0044A/3 Taiwan 16-May-1990	Registered	7819482 29-Apr-1989
Time-Mist 463446	24044-T0044A/1 Taiwan 01-Nov-1989	Registered	7819482 29-Apr-1989
Time-Mist 467612	24044-T0044A/2 Taiwan 01-Dec-1989	Registered	7819481 29-Apr-1989
Time-Mist 479338	24044-T0044A/4 Taiwan 16-Mar-1990	Registered	7819483 29-Apr-1989

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Owner: Waterbury Companies, Inc.

Client-Matter/Subcase Trademark	Status Country Name Number/Date	Application	Registration Class(es) Number/Date
Time-Mist 894987	24044-T0044A/2 United Kingdom 24-May-1987	Registered	894987 24-May-1966
Time-Mist 894985	24044-T0044A/1 United Kingdom 24-May-1987	Registered	894985 24-May-1966
TIMEMIST (design) 0819066	24044-T0044A/ 28 United States of America 22-Nov-1966	Registered 7	72228578 24-Sep-1965
TIMEMIST (design) 0819704	24044-T0044B/ 29 United States of America 06-Dec-1966	Registered 1	72228579 24-Sep-1965
W (stylized) 2690573	24044-T0168B/ 30 United States of America 25-Feb-2003	Registered 21	76394047 10-Apr-2002
WC 1812 (Design) 1377427	24044-T0087A/ 31 United States of America 07-Jan-1986	Registered 26	73544881 24-Jun-1985
Windfreshener 232087	24044-T0088A/ Canada 09-Mar-1979	Registered	406842 02-Feb-1977
World of Fragrance 1796225	24044-T0110A/ 32 United States of America 05-Oct-1993	Registered 5	74321716 13-Oct-1992

“Intent-To-Use” Trademark Applications

The trademark application for the “D-FOAM” mark (Application No. 76/492468) is an “intent-to-use” application.

SCHEDULE B

LICENSE AGREEMENTS

USDA License Agreement

Pursuant to the License Agreement by and between Waterbury Companies, Inc. and the USDA, Agricultural Research Service dated June 11, 2004, Waterbury Companies, Inc. licenses the inventions described in U.S. Patent Application No. 10/370954 and Patent Cooperation Treaty Application No. PCTUS04004869, both entitled "Gellable Ant Bait Matrix".

Other License Agreements

License Agreement by and between Waterbury Companies and Blue Coral, Inc. (subsequently transferred to Medo Industries, Inc.) dated November 11, 1991.

Sublicense Agreement by and between Waterbury Companies, Inc. and Medo Industries, Inc. dated June 18, 1998.

License Agreement by and between Ecolab, Inc. and Waterbury Companies, Inc., dated October 31, 1993.

License Agreement by and between G.H. Wood + Wyant Inc. and Waterbury Companies, Inc., dated October 19, 1994, as modified by Amendment No. 1 dated September 1, 1995 (subsequently assigned by G.H. Wood + Wyant Inc. to 3290441 Canada Inc.)

Waterbury Companies, Inc., Air Guard Control (Canada) Limited and Air Guard Control Corporation utilize a bundle of PRMS modules pursuant to a Software License Agreement between Waterbury Companies, Inc. and SSA Global Technologies, Inc. dated September 18, 2003, together with two supplements (addenda) to the agreement with SSA Global Technologies, Inc. This agreement superseded the License Agreement between Waterbury Companies, Inc. and Computer Associates International, Inc. dated September 18, 1998, with Addenda dated September 18, 1998 and September 25, 2003.