

DRINKER BIDDLE & REATH LLP

1500 K Street, N.W., Suite 1100
Washington, D.C. 20005-1209
(202) 842-8800

<p>1. NAME OF CONVEYING PARTY:</p> <p>CANADIAN IMPERIAL BANK OF COMMERCE A Canadian financial institution</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>THE TORONTO-DOMINION BANK As administrative agent Royal Trust Tower 77 King Street West, 18th Floor Toronto, Ontario M5K 1A2 Canada</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger and Change of Name <input checked="" type="checkbox"/> <u>Assignment and Assumption of Security Interest</u> <input type="checkbox"/> Change of Name <input type="checkbox"/> Release of Security Interest</p> <p>3A. EXECUTION DATE: May 17, 2005 3B. EFFECTIVE DATE: May 17, 2005</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>N/A</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>76/612376 – CITRUS FUSION 76/612377 – FIELD BREEZE 76/612378 – SUMMIT FRESH</p> <p>Additional numbers attached? NO</p>	<p>4B. TRADEMARK REGISTRATION NO(S):</p> <p>Reg. No. 811,183 – DAY-BRITE Design</p> <p>Additional numbers attached? 7</p>
<p>Mary Pat A. Weyback Drinker Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: 11</p> <p>7. TOTAL FEE: \$290.00</p> <p>8. CHARGE FEES TO: DEPOSIT ACCOUNT NO. 50-0573</p> <p>Our Ref: 31905.316</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Mary Pat Weyback</i> Mary Pat A. Weyback Date: June 28, 2005 Page 1 of 13</p>

CH \$290.00 600673 76612376

FILED BY FACSIMILE: 703-306-5995

June 28, 2005

Audrea R. Eyer

SCHEDULE A

<u>Reg. No.</u>	<u>Mark</u>
811,183	DAY-BRITE Design
923,402	HI-LEX BLEACH Design
927,090	HI-LEX
1,263,346	6-40
2,427,324	PETALS
2,424,398	FIBER FRIENDLY
2,468,720	FABRIC FRIENDLY
2,610,799	Bleach Bottle Design

<u>Ser. No.</u>	<u>Mark</u>
76/612376	CITRUS FUSION
76/612377	FIELD BREEZE
76/612378	SUMMIT FRESH

ASSIGNMENT AND ASSUMPTION AGREEMENT

Assignment and Assumption Agreement dated May 17, 2005 made among Canadian Imperial Bank of Commerce, New York Agency ("**CIBC US**"), a Lender under the Credit Agreement (as hereinafter defined), National Bank of Canada, New York Branch, (collectively, with CIBC US, the "**Acknowledging Lenders**"), a Lender under the Credit Agreement, Canadian Imperial Bank of Commerce (the "**Resigning Agent**"), as the resigning Administrative Agent under the Credit Agreement, The Toronto-Dominion Bank (the "**New Agent**"), as the new Administrative Agent under the Amended and Restated Credit Agreement (as hereinafter defined), and KIK Holdco Company (the "**Borrower**"), as Borrower under the Credit Agreement.

RECITALS:

- (a) Canadian Imperial Bank of Commerce, as Administrative Agent and such other financial institutions as may from time to time be parties to the Credit Agreement as lenders (collectively, together with Canadian Imperial Bank of Commerce in its capacity as a lender, the "**Lenders**") have agreed to make certain credit facilities available to the Borrower upon the terms and conditions contained in an amended and restated credit agreement dated November 19, 2003 among the Borrower, the Agents, the Guarantors and the Lenders (such credit agreement as it has been or may at any time or from time to time be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");
- (b) Effective the date hereof, the Resigning Agent is resigning as the Administrative Agent under the Credit Agreement and is appointing the New Agent as the Administrative Agent under the Credit Agreement effective the date hereof;
- (c) Effective the date hereof, the Borrower and the New Agent have agreed to amend and restate the Credit Agreement to provide the Borrower with certain additional credit facilities and to amend certain terms and conditions of the Credit Agreement (the Credit Agreement as so amended and restated as of the date hereof and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**");
- (d) Effective the date hereof, the Resigning Agent has agreed to assign, transfer and convey to the Assignee all of its right, title and interest in and to the Security Documents to the extent of its liabilities and obligations as the original Administrative Agent under the Credit Agreement (and for greater certainty, not any right, title or interest of Canadian Imperial Bank of Commerce in and to the Security Documents as a Lender under the Credit Agreement or the Amended and Restated Credit Agreement) and the Assignee has agreed to assume all such liabilities and obligations of the Resigning Agent in respect of the Security Documents (collectively, such assignment, transfer, conveyance and assumption is hereinafter referred to as the "**Assignment**");
- (e) All necessary consents, if any, to the Assignment have been obtained; and

- 2 -

(f) The Borrower has agreed to acknowledge the Assignment.

In consideration of the foregoing, and the mutual agreements contained herein (receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Defined Terms.

Capitalized terms used in this agreement and not otherwise defined have the meanings specified in the Credit Agreement.

Section 2 New Agent.

Each of the parties hereto (i) waive the requirement under Section 9.14 of the Credit Agreement that the Resigning Agent may resign by giving thirty (30) days written notice to the Lenders and the Borrower, and (ii) acknowledge and agree that the Resigning Agent is resigning effective the date hereof in accordance with the terms and conditions of the Credit Agreement, that the provisions of the Credit Agreement intended to survive and continue for the benefit of the Resigning Agent shall so survive and continue (including any termination of the Credit Agreement and the repayment of all Accommodations Outstanding), and that the New Agent accepts its appoint and shall be the Administrative Agent under the Amended and Restated Credit Agreement effective the date hereof in accordance with Section 9.14 of the Credit Agreement. Without limiting the generality of the foregoing: and (a) the Resigning Agent hereby irrevocably and unconditionally transfers and assigns to the New Agent each of the Security Documents and related guarantees issued in its favour and capacity as Administrative Agent (collectively, the "Security") with full power to enforce the terms, representations, covenants and remedies available thereunder; and (b) the New Agent hereby irrevocably and unconditionally agrees to assume all such rights, title, interest, obligations and liabilities of the Resigning Agent in its capacity as Administrative Agent under the Security as if it was an original signatory thereto from the date hereof. In connection with the foregoing assignment of the Security, the Resigning Agent hereby: (i) authorizes the New Agent or any agent acting on its behalf to amend the registrations filed in respect of the Security (including any registrations made or notices filed with any intellectual property registration authority) by filing the appropriate financing change statements or other appropriate registrations or notices under the applicable registry system in each applicable jurisdiction to record the replacement of the Resigning Agent by the New Agent; and (ii) agrees to promptly execute and deliver or cause to be executed and delivered to the New Agent upon request, acting reasonably, from time to time and at the sole cost and expense of the Borrower, all such other and further documents, agreements, certificates and instruments as may be reasonably necessary or desirable to more fully record, evidence or complete the foregoing assignment of the Security. For greater certainty, all parties hereto acknowledge and agree that the transfer and assignment effected pursuant to this Section 2 do not relate to any right, title or interest of Canadian Imperial Bank of Commerce in and to the Security in its capacity as a Lender under the Credit Agreement or the Amended and Restated Credit Agreement.

Section 3 Mutual Release.

The Assignment being effective as of and from this date, the Borrower, the Resigning Agent and the Acknowledging Lenders are released from their respective obligations to each

- 3 -

other under the Credit Agreement and have no further liabilities or obligations to each other to such extent, except for matters (x) arising prior to the Assignment, (y) such other matters which arise either before or after the Assignment and which are to survive the amendment and restatement of the Credit Agreement, and (z) that continue in effect pursuant to the Amended and Restated Credit Agreement.

Section 4 Acknowledgements by Parties.

Each of the parties hereto acknowledges and agrees that each of the Resigning Agent and each of the Acknowledging Lenders (i) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Credit Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Credit Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Credit Document.

Section 5 New Agent's Acknowledgements.

The New Agent acknowledges and agrees that (i) it has received a copy of the documents evidencing the Security, and (ii) it has, independently and without reliance upon any Acknowledging Lender or the Resigning Agent and on the basis of such documents and information as it deems appropriate, made its own credit decision regarding the Assignment. The Resigning Agent shall not have any duty to provide the New Agent with any credit or other information concerning the affairs, financial condition or business of the Borrower, any other Credit Party or any other third party.

Section 6 Foreign Exchange and Hedging Arrangements.

Each of the parties hereto acknowledges and agrees that, notwithstanding the Assignment and notwithstanding any amendment, restatement, supplement or other modification of any Credit Documents after the date hereof, any obligations of the Borrower under any Foreign Exchange and Hedging Arrangements in existence on the date hereof between the Borrower and either of the Acknowledging Lenders and/or any of their Affiliates shall continue to be secured after the date hereof by the Security Documents in accordance with their terms until repayment in full of all such obligations and termination of all commitments of the respective Acknowledging Lender or such Affiliates thereunder.

Section 7 Enurement.

This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Section 8 Governing Law.

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

- 4 -

Section 9 Counterparts.

This agreement may be executed in any number of counterparts (including counterparts by facsimile) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank.]

[Signature pages for Assignment and Assumption Agreement.]

IN WITNESS WHEREOF the parties have executed this agreement.

**KIK HOLDCO COMPANY, as
Borrower**

By:


Authorized Signing Officer

By:

Authorized Signing Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE, New York Agency, as
Acknowledging Lender**

By:

Authorized Signing Officer

By:

Authorized Signing Officer

**NATIONAL BANK OF CANADA, New
York Branch, as Acknowledging Lender**

By:

Authorized Signing Officer

By:

Authorized Signing Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Resigning Agent**

By:

Authorized Signing Officer

By:

Authorized Signing Officer

- 5 -

IN WITNESS WHEREOF the parties have executed this agreement.

**KIK HOLDCO COMPANY, as
Borrower**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE, New York Agency, as
Acknowledging Lender**

By: Geraldine Kerr
Authorized Signing Officer

Geraldine Kerr
Executive Director
CIBC World Markets Corp. As Agent

By: DOMINIC SORRESSO
Authorized Signing Officer
EXECUTIVE DIRECTOR
CIBC WORLD MARKETS CORP. AS AGENT

**NATIONAL BANK OF CANADA, New
York Branch, as Acknowledging Lender**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Resigning Agent**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

Received Time May.16. 9:55AM

[Signature pages for Assignment and Assumption Agreement.]

IN WITNESS WHEREOF the parties have executed this agreement.

**KIK HOLDCO COMPANY, as
Borrower**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

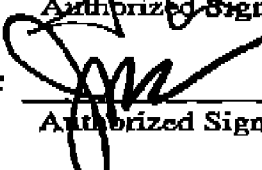
**CANADIAN IMPERIAL BANK OF
COMMERCE, New York Agency, as
Acknowledging Lender**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

**NATIONAL BANK OF CANADA, New
York Branch, as Acknowledging Lender**

By:  _____
Authorized Signing Officer
Yvon LaPlante
Vice President and Manager
Cross Border Financing Group

By:  _____
Authorized Signing Officer
Jeffrey Forgach
Assistant Vice President
Cross Border Financing Group

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Resigning Agent**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

[Signature pages for Assignment and Assumption Agreement.]

IN WITNESS WHEREOF the parties have executed this agreement.

**KIK HOLDCO COMPANY, as
Borrower**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE, New York Agency, as
Acknowledging Lender**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

**NATIONAL BANK OF CANADA, New
York Branch, as Acknowledging Lender**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE, as Resigning Agent**

By:  _____
Authorized Signing Officer

By:  _____
Authorized Signing Officer

ASSIGNEE:

**THE TORONTO-DOMINION BANK, as
Administrative Agent**

By:  _____

Print Name: ~~Wayne M. Shiplo~~ _____

Its: ~~Vice President, Loan Syndications - Agency~~ _____

Address: Royal Trust Tower
77 King Street West
18th Floor
Toronto, Ontario M5K 1A2

Trademarks:

UNITED STATES				
Hi-Lex Corporation (name being changed at US TM office to "HI-LEX LLC")	6-40	Regn. No. 1,263,346 Regn. Date: Jan. 10, 1984	A disinfectant-bactericide for use in sanitizing restaurants, taverns, soda fountains, dairies and the like.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company
Hi-Lex Corporation (name being changed at US TM office to "HI-LEX LLC")	ARCTIC GUARD	Regn. No. 1,905,213 Regn. Date: July 18, 1995	Non-toxic antifreeze for plumbing and recreational vehicles.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company
Hi-Lex Corporation (name being changed at US TM office to "HI-LEX LLC")	DAY-BRITE Design	Regn. No. 811,183 Regn. Date: July 19, 1966	Household ammonia.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company
Hi-Lex Corporation (name being changed at US TM office to "HI-LEX LLC")	HI-LEX	Regn. No. 927,090 Regn. Date: Jan. 18, 1972	Household bleach, disinfectant, deodorizer and sanitizer and fabric softener.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company
Hi-Lex Corporation (name being changed at US TM office to "HI-LEX LLC")	HI-LEX BLEACH DESIGN	Regn. No. 923,402 Regn. Date: Nov. 9, 1971	Household bleach, disinfectant, deodorizer and sanitizer.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company
Hi-Lex Corporation (name being changed at US TM office to "HI-LEX LLC")	PETAL	Regn. No. 787,710 Regn. Date: April 6, 1965	Fabric softener.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company
Hi-Lex Corporation (name being changed at US TM office to "HI-LEX LLC")	PETALS	Regn. No. 2,427,324 Regn. Date: Feb. 6, 2001	Fabric softener.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company
KIK Holdco Company	Design without word(s)	Regn. No. 2,610,799 Regn. Date: Aug 20, 2002	Household bleach.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company
KIK Holdco Company	FABRIC FRIENDLY	Regn. No. 2,468,720 Regn. Date: July 17, 2001	Liquid laundry bleach.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company

UNITED STATES				
KIK Holdco Company	FIBER FRIENDLY	Regn. No. 2,424,398 Regn. Date: Jan. 30, 2001	Liquid laundry bleach.	Recorded Oct. 22/02 for CIBC Recorded Nov. 21/03 for The Canada Trust Company
KIK Holdco Company	SUMMIT FRESH	Serial No. 76612378 Filed Date: Sept. 21, 2004	bleach a feature of bleach, namely, scent	<i>(CIBC and Canada Trust Security Agreements have been sent to the US TM office to be registered)</i>
KIK Holdco Company	FIELD BREEZE	Serial No. 76612377 Filed Date: Sept. 21, 2004	bleach a feature of bleach, namely, scent	<i>(CIBC and Canada Trust Security Agreements have been sent to the US TM office to be registered)</i>
KIK Holdco Company	CITRUS FUSION	Serial No. 76612376 Filed Date: Sept. 21, 2004	bleach a feature of bleach, namely, scent	<i>(CIBC and Canada Trust Security Agreements have been sent to the US TM office to be registered)</i>