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05-04-2005

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.

5-16-05

1. Name of conveying party(ies):

Home Care Industries, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 19, 2004

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal

Address:

Street Address: 70 East 55th Street, 14th Floor

City: New York State: NY Zip: 10022

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

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 attached

B. Trademark Registration No.(s) See attached

Additional number(s) attached Yes No

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

Name: Amy Lee Brady

Internal Address: CSC

Street Address: 80 State Street, 6th Floor

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 3.41) \$ 565.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy Lee Brady

[Handwritten Signature]

04/29/2005

Signature

Date

05/03/2005 DBYRNE Name of Person Signing 0000079 1871306

Total number of pages including cover sheet, attachments, and document: 18

01 FC:8521 02 FC:8522

40.00 UP 525.00 DP

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

EXHIBIT A

U.S. TRADEMARK APPLICATIONS - HOME CARE INDUSTRIES, INC.

Trademark	Serial No.	Filing Date	Owner
DVC ALLERGEN PERFORMANCE (Intent to Use)	78/400032	April 12, 2004	Home Care Industries, Inc. NC Corp. Clifton, NJ
DVC	78/378838	March 4, 2004	Home Care Industries, Inc. NC Corp. Clifton, NJ
DVC HIGH PERFORMANCE (Intent to Use)	78/376134	March 1, 2004	Home Care Industries, Inc. NC Corp. Clifton, NJ
HEPABIN (Intent to Use)	78/373844	February 25, 2004	Home Care Industries, Inc. NC Corp. Clifton, NJ
FILTER POWER (Intent to Use)	78/349726	January 9, 2004	Home Care Industries, Inc. NC Corp. Clifton, NJ
GREAT SAVINGS (Intent to Use)	78/232827	April 2, 2003	Home Care Industries, Inc. NC Corp. Clifton, NJ
MICRO-HEPA (Intent to Use)	76/419824	June 12, 2002	Home Care Industries, Inc. NC Corp. Clifton, NJ

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CLEAN-SEAL	2351407	May 23, 2000	Home Care Industries, Inc. NC Corp. Clifton, NJ
800-VAC BAGS and DESIGN	2197694	October 20, 1998	Home Care Industries, Inc. NC Corp. Clifton, NJ *Security Agreement recorded in favor of General Electric Capital

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BACTRASTAT	1858162	October 11, 1994	Home Care Industries, Inc. NC Corp. Clifton, NJ *Security Agreement recorded in favor of General Electric Capital Corporation on April 2, 1998
QUINTEX	1767502	April 27, 1993	Home Care Industries, Inc. NC Corp. Clifton, NJ *Security Agreement recorded in favor of General Electric Capital Corporation on April 2, 1998
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MULTI-FILTER	1109247	December 19, 1978	Home Care Industries, Inc. NC Corp. Clifton, NJ *Security Agreement recorded in favor of General Electric Capital Corporation on April 2, 1998
HC AND DESIGN	793138	July 27, 1965	Home Care Industries, Inc. NC Corp. Clifton, NJ *Security Agreement recorded in favor of General Electric Capital Corporation on April 2, 1998
HOME CARE	735833	August 14, 1962	Home Care Industries, Inc. NC Corp. Clifton, NJ *Security Agreement recorded in favor of General Electric Capital Corporation on April 2, 1998

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BACTRASTAT	TMA501448	Home Care Industries, Inc. NC Corp. Clifton, NJ
CHEVRONS DESIGN	TMA331911	Home Care Industries, Inc. NC Corp. Clifton, NJ
DVC	TMA316966	Home Care Industries, Inc. NC Corp. Clifton, NJ

Trademark	Reg. No. No.	Owner
HC	TMA456755	Home Care Industries, Inc. NC Corp. Clifton, NJ
HC HOUSE DESIGN	TMA320764	Home Care Industries, Inc. NC Corp. Clifton, NJ
HOME CARE	TMA393373	Home Care Industries, Inc. NC Corp. Clifton, NJ
MICRO-CLEAN	TMA493106	Home Care Industries, Inc. NC Corp. Clifton, NJ
MICRO-LINED	TMA493103	Home Care Industries, Inc. NC Corp. Clifton, NJ
MICROLINER	TMA413881	Home Care Industries, Inc. NC Corp. Clifton, NJ
MULTI-FILTER	TMA317568	Home Care Industries, Inc. NC Corp. Clifton, NJ
SYNTECH	TMA574308	Home Care Industries, Inc. NC Corp. Clifton, NJ
VAC BAGS DESIGN	TMA510442	Home Care Industries, Inc. NC Corp. Clifton, NJ

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Trademark	App. No. No.	Owner
DVC ALLERGEN PERFORMANCE	1212990	Home Care Industries, Inc. NC Corp. Clifton, NJ
DVC HIGH PERFORMANCE	1208135	Home Care Industries, Inc. NC Corp. Clifton, NJ

Trademark	App. No. No.	Owner
FILTER POWER	1201219	Home Care Industries, Inc. NC Corp. Clifton, NJ
HEPABIN	1207661	Home Care Industries, Inc. NC Corp. Clifton, NJ

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of May 19, 2004, is made by and between **HOME CARE INDUSTRIES, INC.**, a North Carolina corporation, with a principal place of business at One Lisbon Street, Clifton, New Jersey 07013 (the "**Borrower**"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("**PNC**"), with an address at 70 East 55th Street, 14th Floor, New York, New York 10022, acting for and on behalf of, and in its capacity as agent for, the financial institutions that are parties from time to time as lenders (collectively, the "**Lenders**") to the Credit Agreement (as defined below) (PNC, in such capacity, the "**Agent**").

RECITALS

The Borrower, the Agent and the Lenders are parties to a Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "**Credit Agreement**").

As collateral security for any loan or other financial accommodation made to the Borrower under the Credit Agreement or otherwise, the Lenders have required the execution and delivery of this Agreement by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"**Trademarks**" shall mean and include all of Borrower's right, title and interest in and to any and all trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks, service mark applications and collective membership marks, including, without limitation, the marks which are the subject of the registrations and applications listed on Exhibit A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) goodwill of the business connected with the use of and symbolized thereby, (e) all other rights corresponding thereto throughout the world, and (f) all proceeds and products thereof, whether now owned or hereafter acquired.

2. Security Interest. To secure the prompt payment and performance of the Obligations, Borrower hereby grants to Agent, for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on the Trademarks (the "**Security Interest**").

3. Representations, Warranties and Agreements. The Borrower hereby represents, warrants and agrees that:

(a) Trademarks. To the best of the Borrower's knowledge, Exhibit A accurately lists all Trademarks which are the subject of registration and applications owned by the Borrower as of the effective date hereof and accurately reflects the existence and status of registrations pertaining to the Trademarks as of the effective date hereof. To the best of Borrower's knowledge, each of the Trademarks listed on Exhibit A is subsisting, has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable.

(b) Title. To the best of Borrower's knowledge, Borrower has title to each Trademark on Exhibit A free and clear of all Liens, except the Security Interest and, to the extent applicable, Permitted Encumbrances. The Borrower will keep all Trademarks free and clear of all Liens, except the Security Interest and, to the extent applicable, Permitted Encumbrances. To the best of Borrower's knowledge, no other person has any rights in or to any Trademarks owned by Borrower (as opposed to licensed to Borrower), except licensees which were granted licenses to the Trademarks prior to the date hereof and which constitute Permitted Encumbrances.

To the extent that Federal trademark laws are applicable to security interests in trademarks, the recordation of this Agreement in the United States Patent and Trademark Office against the Trademarks set forth on Exhibit A hereto within three months of the date hereof will render the Agent's Security Interest in the Trademarks effective against subsequent purchasers and mortgages of such Trademarks.

(c) Valid Security Interest. This Agreement creates a valid security interest in favor of the Agent in the Trademarks, as security for the Obligations. Upon the filing of a UCC financing statement with the Secretary of the State of North Carolina listing the Borrower as "debtor," the Agent as "secured party" and the Trademarks as collateral, the Security Interests will be a perfected first priority security interest to the extent that the Uniform Commercial Code is applicable to security interests in Trademarks.

(d) No Sale. The Borrower will not sell or otherwise dispose of any Trademarks, or any interest therein (including, without limitation, pursuant to any license with respect thereto) without the Agent's prior written consent except for Permitted Encumbrances and its rights to fail to maintain Trademarks under subsection (f) hereof.

(e) Infringement; Defense. To the best of the Borrower's knowledge, no infringement or unauthorized use is presently being made of any of the Trademarks by any Person. To the best of the Borrower's knowledge, the past, present and contemplated future use of the Trademarks by the Borrower has not, does not and will not infringe upon or violate any right or license of or with any other Person in any material respect. The Borrower will at its own expense, and commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than the Agent and the Lenders and licensees.

(f) Maintenance. The Borrower will, at its own expense, maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued

registrations. The Borrower covenants that, except if it determines not to proceed with an application or maintenance of a mark for business purposes (for example, non-use, settlement of dispute, high cost of maintenance relative to value of mark), it will not abandon nor fail to pay any maintenance fee due and payable on any Trademark.

(g) Agent's Right to Take Action. If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) business days after the Agent gives the Borrower written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), the Agent may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Borrower (or, at the Agent's option, in the Agent's own name) and may (but need not) take any and all other actions which the Agent may reasonably deem necessary to cure or correct such failure. The Agent shall not have any duty with respect to the Trademarks other than duties, if any, that apply under the Credit Agreement with respect to the Collateral. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps to preserve rights in the Trademarks against any Person, but the Agent may do so at its option, to the extent provided in this Agreement and the Credit Agreement.

(h) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay the Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Agent in connection with or as a result of the Agent taking action under subsection (g) or exercising its rights under Section 7, together with interest thereon from the date expended or incurred by the Agent at the highest rate then applicable to any of the Obligations.

(i) Power of Attorney. To facilitate the Agent's taking action under subsection (g) and exercising its rights under Section 7, after and during the continuance of an Event of Default, the Borrower hereby appoints the Agent, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for the Agent, after and during the continuance of an Event of Default, to exercise its remedies under Section 7 hereof. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done pursuant to the foregoing power of attorney. The power of attorney granted herein is coupled with an interest and shall be irrevocable until the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Trademarks. The Agent shall not interfere with the Borrower and its related parties and affiliates to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder and specifically including any right to enter into any licenses, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. No Royalties. The Borrower hereby agrees that the Agent's rights to use the Trademarks as authorized hereunder and under the Credit Agreement in connection with the Agent's exercise of its rights and remedies under paragraph 7 or under the Credit Agreement shall be co-extensive with the Borrower's rights in and to such Trademarks and with respect thereto and the Agent shall have no liability to the Borrower for royalties or other related charges on account of any such use.

6. Events of Default. An Event of Default under the Credit Agreement shall constitute an event of default under this Agreement (herein called "**Event of Default**").

7. Remedies. Upon the occurrence and during the continuation of an Event of Default, the Agent may, at its option, take any or all of the following actions:

(a) The Agent may exercise any or all remedies available under the Credit Agreement, and the Borrower hereby agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Agent or any transferee of the Agent.

(b) The Agent may sell, assign, transfer, pledge, encumber, license or otherwise dispose of the Trademarks in accordance with the requirements of 11.1(a) of the Credit Agreement, and, in such connection, Borrower shall execute and deliver to the Agent, for the benefit of the Lenders, or any such transferee all such agreements, documents and instruments as may be necessary, in the exercise of the Agent's commercially reasonable judgments, to effect such assignment, conveyance and transfer.

(c) The Agent may enforce the Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, the Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

(d) The Agent shall have, in addition to all of its rights and remedies hereunder, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Credit Agreement, by any Other Document or by law, shall be cumulative and not alternative.

8. Miscellaneous. The execution, delivery and performance of this Agreement is within Borrower's corporate powers, has been duly authorized by all necessary corporate action, is not in contravention of law or the terms of Borrower's by-laws or certificate of incorporation or other applicable documents relating to Borrower's formation or to the conduct of Borrower's business or of any material agreement or undertaking to which Borrower is a party or by which Borrower is bound. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. The Security Interest can be released, only explicitly in a writing signed by the Agent upon termination of Lien under the Credit Agreement, or pursuant to Section 13.3

of the Credit Agreement. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Agent, each Lender, all future holders of the Obligations and their respective successors and assigns and shall take effect on the date hereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this TRADEMARK SECURITY AGREEMENT as of the date written above.

HOME CARE INDUSTRIES, INC.

Alice M Ryan

By: _____
Name: *ANTHONY GIGANTE*
Title: *CSO*

ALICE M. RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 10, 2007

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name:
Title:

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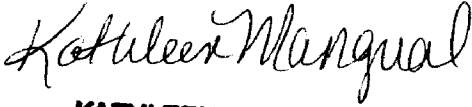
HOME CARE INDUSTRIES, INC.

By: _____


Name:

Title:

PNC BANK, NATIONAL ASSOCIATION,
as Agent



KATHLEEN MANGUAL
Notary Public, State of New York
No. 01MA6083782
Qualified in New York County
Commission Expires November 25, 2008

By: 

Name: Parameswar Sivaramakrishnan

Title: Vice President

EXHIBIT A

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Schedule A - 1

074658.01187/6397298v1

TRADEMARK
REEL: 003157 FRAME: 0244

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