

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Sprayers International, Inc.		07/15/2005	CORPORATION:
AFA Products, Inc.		07/15/2005	CORPORATION:
Continental AFA Dispensing Company		07/15/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	The CIT Group/Business Credit, Inc., as Collateral Agent
Street Address:	1211 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	75768657	LOTIONPAK
Registration Number:	953585	AFA
Registration Number:	1670980	
Registration Number:	1637413	
Registration Number:	2063559	ECOSPRAYER
Registration Number:	1410213	FOGMASTER TRI-JET
Registration Number:	2877406	
Registration Number:	2912793	
Registration Number:	2457662	FLEXPUMP
Serial Number:	76124627	NOVE
Serial Number:	76527639	SUPRE

CH \$590.00 75768657

Serial Number:	75702087	ACTTON
Serial Number:	74604848	FLEXPUMP
Registration Number:	1817742	
Registration Number:	1817743	
Registration Number:	1969255	
Registration Number:	1760815	
Registration Number:	1967699	
Registration Number:	1817741	
Registration Number:	2729397	LUXOR
Serial Number:	75776944	SQUEEZEPAK
Serial Number:	75776934	TRIGGERPAK
Serial Number:	75555964	WATER SHIELD

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: sanarah.rasheed@weil.com, phyllis.eremitaggio@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Sanarah Rasheed
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35842.0013
NAME OF SUBMITTER:	Sanarah Rasheed
Signature:	/Sanarah Rasheed/
Date:	10/03/2005

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of July 15, 2005, is executed by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of The CIT Group/Business Credit, Inc., ("CITBC") as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Second Lien Term Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Term Loan Agreement, dated as of July 15, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Term Loan Agreement"), among CONTINENTALAFA DISPENSING COMPANY, a Delaware corporation ("Holdings"), CONTINENTAL SPRAYERS INTERNATIONAL, INC., a Delaware corporation ("Continental Sprayers"), and AFA PRODUCTS, INC., a Delaware corporation ("AFA" and together with Continental Sprayers, collectively, the "Borrowers" and each a "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), CIT CAPITAL SECURITIES LLC, as advisor, sole lead arranger and sole bookrunner (in such capacity, the "Arranger"), and THE CIT GROUP/BUSINESS CREDIT, INC., as Agent (in such capacity, the "Agent"), the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth in the Second Lien Term Loan Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Term Loan Agreement that the Grantors shall have executed and delivered to the Collateral Agent, a Second Lien Guarantee and Collateral Agreement, in favor of the Collateral Agent (the "Security Agreement") to guarantee the Obligations; and

WHEREAS, the Grantors are required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent and the Lenders to enter into the Second Lien Term Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Second Lien Term Loan Agreement or in the Security Agreement and used herein have the meanings given to them in the Second Lien Term Loan Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property (other than Excluded Assets) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

- (a) all of its Trademarks and Licenses, providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Supporting Obligations in respect of any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; and
- (e) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, including, without limitation, the right to receive all income, royalties, proceeds and damages therefrom, whether now or hereafter due or payable

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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.

Section 4. Grantor Remains Liable

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall remain liable and assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or

desirable actions in connection with the Trademark Collateral.

Section 5. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. Governing Law

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CONTINENTAL SPRAYERS INTERNATIONAL,
INC.
AFA PRODUCTS, INC.
CONTINENTAL AFA DISPENSING COMPANY,
as Grantor

By: Colleen J. Morgan
Name: Colleen Morgan
Title: Executive Vice President

ACCEPTED AND AGREED
as of the date first above written:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Collateral Agent

By: _____
Name:
Title:

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

Very truly yours,

CONTINENTAL SPRAYERS INTERNATIONAL,
INC.
AFA PRODUCTS, INC.
CONTINENTAL AFA DISPENSING COMPANY,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Collateral Agent

By: me wsd
Name:
Title:

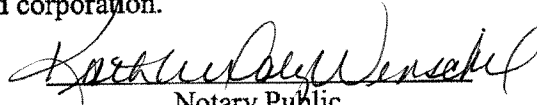
[SIGNATURE PAGE TO 2ND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003168 FRAME: 0853

Acknowledgement of Grantor

STATE OF MISSOURI)
CITY) ss.
COUNTY OF ST. LOUIS)

On this 14th day of July, 2005 before me personally appeared Colleen Morgan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Continental Sprayers International, Inc., AFA Products, Inc. and ContinentalAFA Dispensing Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

KATHLEEN M. DALY WINSCHER
Notary Public — Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: June 5, 2009
Commission # 05450259

**SCHEDULE A
To
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS LIST

Neither any Borrower nor Holdings has granted any licenses with respect to the Patents listed below.

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Owner	Security Interest	Date Recorded	Status	Comments	TC Comments
US	LOTIONPAK	75-768,657	8/6/99						Abandoned	Break in chain of title -- No transfer from Applicant (Owens - Illinois Plastic) to Owens Illinois Closure	Application number appears to be incorrect.
US	AFA	72-396,774	7/8/71	953,585	2/20/73	AFA PRODUCTS, INC.	WALTER E. HELLER & COMPANY, INC. FIRST NATIONAL BANK OF BOSTON OAK HILL SECURITIES FUND, L.P.	5/11/81 2/8/88 11/21/03	Expired		
US	DESIGN ONLY	74-014,171	12/26/89	1,670,980	1/7/92	AFA PRODUCTS, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Registered		
US	DESIGN ONLY	73-795,904	4/26/89	1,637,413	3/12/91	AFA PRODUCTS, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Registered		
US	ECOSPRAYER	74-246,076	2/13/92	2,063,559	5/20/97	AFA PRODUCTS, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Cancelled		

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Owner	Security Interest	Date Recorded	Status	Comments	TC Comments
US	FOGMASTER TRI-JET	73-535,558	8/26/85	1,410,213	9/23/86	AFA PRODUCTS, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Registered	Break in chain of title - Transfers out of order and no transfer from Afa Products to Continentalafa Dispensing and nontransfer from Fogmaster back to Afa	No recorded assignment from Fogmaster Inc. To AFA Products, Inc..

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Owner	Security Interest	Date Recorded	Status	Comments	TC Comments
US	DESIGN ONLY	78-259,834	6/9/03	2,877,406	8/24/04	CONTINENTAL AFA DISPENSING CO.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Registered		
US	DESIGN ONLY	78-259,845	6/9/03	2,912,793	12/21/04	CONTINENTAL AFA DISPENSING CO.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Registered		
US	FLEXPUMP	75-428,647	2/4/98	2,457,662	6/5/01	CONTINENTAL AFA DISPENSING COMPANY	OAK HILL SECURITIES FUND, L.P.	11/21/03	Registered		
US	NOV <9> Stylized Letters	76-124,627	9/11/00			CONTINENTAL AFA DISPENSING COMPANY	OAK HILL SECURITIES FUND, L.P.	11/21/03	Abandoned		
US	SUPRE Stylized Letters	76-527,639	6/25/03			CONTINENTAL AFA DISPENSING COMPANY	OAK HILL SECURITIES FUND, L.P.	11/21/03	Abandoned		
US	ACTION	75-702,087	5/10/99			CONTINENTAL AFA DISPENSING COMPANY			Abandoned		
US	FLEXPUMP	74-604,848	11/30/94	8/22/95	11/15/97	CONTINENTAL AFA DISPENSING COMPANY			Abandoned	Break in chain of title	

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Owner	Security Interest	Date Recorded	Status	Comments	TC Comments
US	DESIGN ONLY	74-163,479	5/3/91	1,817,742	1/25/94	CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Cancelled		
US	DESIGN ONLY	74-164,085	5/6/91	1,817,743	1/25/94	CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Cancelled		
US	DESIGN ONLY	74-521,930	4/28/94	1,969,255	4/23/96	CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Cancelled		
US	DESIGN ONLY	74-164,125	5/6/91	1,760,815	3/23/93	CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Cancelled	Break in chain of title	
US	DESIGN ONLY	74-521,932	4/28/94	1,967,699	4/16/96	CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Cancelled		
US	DESIGN ONLY	74-163,466	5/3/91	1,817,741	1/25/94	CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P. OAK HILL SECURITIES FUND, L.P.	11/21/03 11/21/03	Renewed		
US	LUXOR	75-507,258	6/23/98	2,729,397	6/24/03	CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P. OAK HILL SECURITIES FUND, L.P.	11/21/03 11/21/03	Registered		
US	SQUEEZEPAK	75-776,944	8/16/99			CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Abandoned		

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Owner	Security Interest	Date Recorded	Status	Comments	TC Comments
US	TRIGGERPAK	75-776,934	8/16/99			CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Abandoned		
US	WATER SHIELD	75-555,964	9/21/98			CONTINENTAL SPRAYERS INTERNATIONAL, INC.	OAK HILL SECURITIES FUND, L.P.	11/21/03	Abandoned		