

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement Supplement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectrum Brands, Inc.		10/18/2005	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 89			
Property Type	Number	Word Mark	
Registration Number:	2395967	ACE	
Registration Number:	2127280	ACTION CLEANING PACK	
Registration Number:	1567739	AMMONIA CHLORAMINE ELIMINATOR	
Registration Number:	2203660	AMMONIA CLEAR	
Registration Number:	1188263	AMMONIA SORB	
Registration Number:	1171824	AMMONIA SORBER	
Registration Number:	1676470	ANCHORS AWAY	
Registration Number:	1749186	AQUARI CLEAN	
Registration Number:	2299785	AQUARIUM SUCCESS MADE SIMPLE	
Registration Number:	2058355	BAG BUDDIES	
Registration Number:	1154341	BINOX	
Registration Number:	2505406	BOWL BUDDIES	
Registration Number:	1246116	CLEAR WATER	
Registration Number:	2143455	CLEAR-ZYME	

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TRADEMARK
REEL: 003186 FRAME: 0116

Registration Number:	2850407	CLUB JUNGLE
Registration Number:	2850421	CLUB JUNGLE RETAILER
Registration Number:	2601019	CO2 FIZZ FACTORY
Registration Number:	2290729	CORRECT PH
Serial Number:	76541088	CORRECT PH
Registration Number:	1032927	DIRT MAGNET
Registration Number:	2113192	FISH CARE MADE EASY
Registration Number:	2934341	FISH CARE MADE EASY
Registration Number:	2303043	FIZZ TAB SYSTEM
Registration Number:	2770880	FIZZ TAB SYSTEM
Registration Number:	2244040	FOUNTAIN BLOCK
Serial Number:	76541087	FOUNTAIN BLOCK
Registration Number:	2695497	FOUNTAIN KEEPER
Registration Number:	2180301	FUNGUS CLEAR
Registration Number:	2381023	FUNGUS ELIMINATOR
Registration Number:	2180090	FUNGUS GUARD
Registration Number:	2445621	GOLD CARE
Registration Number:	1136570	GOLD FIX
Registration Number:	1295578	GOLDFISH LIFE
Registration Number:	1518551	GRAVEL WASH
Registration Number:	1192376	HOLDEX
Registration Number:	1600301	HOLE-N-HEAD GUARD
Registration Number:	1148175	HYPNO
Registration Number:	1740459	ICK CARE
Registration Number:	2169434	ICK CLEAR
Registration Number:	1830965	ICK GUARD
Registration Number:	1140144	INSTO CHLOR
Registration Number:	1600302	INTERNAL PARASITE GUARD
Registration Number:	2410384	JUNGLE
Registration Number:	2741330	JUNGLE
Registration Number:	2764096	JUNGLE
Registration Number:	1963484	JUNGLE
Registration Number:	1011986	JUNGLE
Registration Number:	2582147	JUNGLE
Registration Number:	1746253	JUNGLE POND

Serial Number:	75066264	LIFEGUARD
Registration Number:	1310685	LIME OFF
Registration Number:	1652830	MAGI CLEAR
Registration Number:	2839716	EZ TANKCARE
Registration Number:	1149527	MOLLY BRIGHT
Registration Number:	1739319	NET SOAK
Registration Number:	2252095	NO MORE ALGAE
Registration Number:	2873894	NO MORE ALGAE
Registration Number:	2620915	NO MORE FOAM
Registration Number:	2604527	NO MORE WHITE SCALE
Serial Number:	76609880	NO MOSQUITOES
Registration Number:	2313642	ONE GREAT START!
Registration Number:	2286062	PARASITE CLEAR
Registration Number:	1345547	PARASITE GUARD
Serial Number:	76614203	PEPSO FOOD
Registration Number:	2029501	PH DECREASER
Registration Number:	2031428	PH INCREASER
Registration Number:	2183140	PLANT CARE
Registration Number:	2927374	PLANT CARE
Serial Number:	76485898	PLANT CARE SOLUTIONS
Registration Number:	2890818	PLANT CARE SOLUTIONS
Registration Number:	1207689	PLANT SAVER
Registration Number:	1229056	POND BLOCK
Registration Number:	1923188	POND GUARD
Serial Number:	78610104	POND OXY CLEAR
Registration Number:	1742044	POND START
Registration Number:	1781989	POND WATER CLEAR
Registration Number:	2228365	POND WATER SHADE
Registration Number:	2478933	QUICK DIP
Registration Number:	1188307	SERI CLEAN
Registration Number:	1840178	SHIMMY BLOCK
Registration Number:	1607897	SHIP RIGHT
Registration Number:	1036495	START RIGHT
Registration Number:	2225963	START ZYME
Registration Number:	2136278	TANK BUDDIES

Registration Number:	1607898	VELVET GUARD
Registration Number:	2331392	WATCH 'EM FIZZ!
Registration Number:	2200748	WATER CLEAR
Serial Number:	76541089	WATER CLEAR
Registration Number:	2167465	WATER SAFE PLUS

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

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ATTORNEY DOCKET NUMBER:	3232/510
NAME OF SUBMITTER:	/Tucker McCrady
Signature:	/Tucker McCrady/
Date:	11/01/2005

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***IP Security Agreement Supplement***") dated October 18, 2005, is made by the Person listed on the signature page hereof (the "***Grantor***") in favor of Bank of America, N.A. ("***Bank of America***"), as collateral agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Spectrum Brands, Inc., a Wisconsin corporation (formerly known as Rayovac Corporation), has entered into a Fourth Amended and Restated Credit Agreement dated as of February 7, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with Bank of America, as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement Supplement dated October 7, 2005 made by the Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement Supplement***"), thereby agreeing to be bound as a Grantor by the terms and provisions of that certain Security Agreement dated February 7, 2005 made by the Grantors party thereto to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***") to the same extent as each of the other Grantors.

WHEREAS, under the terms of the Security Agreement and the Security Agreement Supplement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "***Collateral***"):

(i) the patents and patent applications set forth in Schedule A hereto (the "***Patents***");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "***Trademarks***");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

By

Name:

Title:

Address for Notices:
Spectrum Brands, Inc.
Six Concourse Parkway, Suite 3300
Atlanta, GA 30318

Schedule A

None.

Schedule B

See attached.

JUNGLE LABORATORIES CORPORATION

Trademark Report by Mark
Status: ACTIVE

Printed: 04/20/2005

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ACE							
UNITED STATES	302235.0146.000	11/29/1999	75/859,802	10/17/2000	2,395,967	REGISTERED	01
ACTION CLEANING PACK							
UNITED STATES	302235.0002.000	01/14/1997	75/225,357	01/06/1998	2,127,280	REGISTERED	01
AMMONIA CHLORAMINE ELIMINATOR & DESIGN (ACE & DESIGN)							
UNITED STATES	302235.0005.000	06/27/1988	73/763,573	11/28/1989	1,567,739	REGISTERED	01
AMMONIA CLEAR							
UNITED STATES	302235.0066.00	05/07/1997	75/288,051	11/17/1998	2,203,660	REGISTERED	01
AMMONIA SORB							
UNITED STATES	302235.0007.000	01/22/1979	73/200,941	02/02/1982	1,188,263	REGISTERED	01
AMMONIA SORBER							
UNITED STATES	302235.0008.000	04/30/1979	73/213,821	10/06/1981	1,171,824	REGISTERED	01
ANCHORS AWAY							
UNITED STATES	302235.0009.000	03/07/1991	74/145,833	02/25/1992	1,676,470	REGISTERED	01
AQUARI CLEAN							
UNITED STATES	302235.0010.000	07/17/1991	74/185,914	01/26/1993	1,749,186	REGISTERED	03
AQUARIUM SUCCESS MADE SIMPLE							
UNITED STATES	302235.0011.000	09/15/1998	75/553,163	12/14/1999	2,299,785	REGISTERED	01
BAG BUDDIES							
UNITED STATES	302235.0012.000	11/02/1995	75/014,005	04/29/1997	2,058,355	REGISTERED	01
BINOX							
UNITED STATES	302235.0015.000	04/30/1979	73/213,484	05/19/1981	1,154,341	REGISTERED	01
BOWL BUDDIES							
UNITED STATES	302235.0147.000	12/13/1999	75/869,998	11/06/2001	2,505,406	REGISTERED	01
CLEAR WATER							
UNITED STATES	302235.0017.000	04/30/1979	73/213,702	07/26/1983	1,246,116	REGISTERED	01
CLEAR-ZYME							
UNITED STATES	302235.0018.000	07/24/1996	75/139,165	03/10/1998	2,143,455	REGISTERED	01
CLUB JUNGLE							
UNITED STATES	302235.0159.000	02/24/2003	76/492,257	06/08/2004	2,850,407	REGISTERED	35
CLUB JUNGLE RETAILER							
UNITED STATES	302235.0160.000	03/11/2003	76/496,236	06/08/2004	2,850,421	REGISTERED	35
CO2 FIZZ FACTORY							
UNITED STATES	302235.0154.000	10/23/2001	76/328,553	07/30/2001	2,601,019	REGISTERED	11

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CORRECT PH							
UNITED STATES	302235.0019.000	09/17/1998	75/554,378	11/02/1999	2,290,729	REGISTERED	01
UNITED STATES	302235.0019.001	08/29/2003	76/541,088			PENDING	01
DIRT MAGNET							
UNITED STATES	302235.0020.000	06/20/1975	73/055,688	02/10/1976	1,032,927	REGISTERED	11
FISH CARE MADE EASY							
UNITED STATES	302235.0022.000	09/30/1996	75/173,850	11/11/1997	2,113,192	REGISTERED	01
UNITED STATES	302235.0022.001	07/29/2003	76/533,078	03/22/2005	2,2934,341	REGISTERED	
FIZZ TAB SYSTEM							
UNITED STATES	302235.0023.000	09/15/1998	75/553,173	12/21/1999	2,303,043	REGISTERED	01
UNITED STATES	302235.0155.000	02/04/2002	76/366,452	10/07/2003	2,770,880	REGISTERED	01
FOUNTAIN BLOCK							
UNITED STATES	302235.0024.000	02/03/1998	75/428,351	05/04/1999	2,244,040	REGISTERED	01
UNITED STATES	302235.0024.001	08/29/2003	76/541,087			PENDING	01
FOUNTAIN KEEPER							
UNITED STATES	302235.0157.000	05/21/2002	76/410,466	03/11/2003	2,695,497	REGISTERED	01
FUNGUS CLEAR							
UNITED STATES	302235.0026.000	05/07/1997	75/288,056	08/11/1998	2,180,301	REGISTERED	01
FUNGUS ELIMINATOR							
UNITED STATES	302235.0138.000	05/14/1999	75/706,379	08/29/2000	2,381,023	REGISTERED	05
FUNGUS GUARD							
UNITED STATES	302235.0027.000	01/28/1997	75/235,016	08/11/1998	2,180,090	REGISTERED	01
GOLD CARE							
UNITED STATES	302235.0136.000	04/22/1999	75/688,785	04/24/2001	2,445,621	REGISTERED	05
GOLD FIX							
UNITED STATES	302235.0029.000	03/26/1979	73/208,886	06/03/1980	1,136,570	REGISTERED	05
GOLDFISH LIFE							
UNITED STATES	302235.0031.000	04/01/1983	73/419,632	09/18/1984	1,295,578	REGISTERED	05
GRAVEL WASH							
UNITED STATES	302235.0034.000	12/02/1987	73/698,611	12/27/1988	1,518,551	REGISTERED	03
HOLDEX							
UNITED STATES	302235.0036.000	04/30/1979	73/213,619	03/23/1982	1,192,376	REGISTERED	01
HOLE-N-HEAD GUARD							
UNITED STATES	302235.0037.000	09/01/1989	73/823,402	06/12/1990	1,600,301	REGISTERED	05

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
HYPNO							
UNITED STATES	302235.0038.000	04/30/1979	73/213,717	03/10/1981	1,148,175	REGISTERED	01
ICK CARE							
UNITED STATES	302235.0039.000	07/17/1991	74/185,771	12/15/1992	1,740,459	REGISTERED	01
ICK CLEAR							
UNITED STATES	302235.0040.000	05/07/1997	75/290,649	06/30/1998	2,169,434	REGISTERED	01
ICK GUARD							
UNITED STATES	302235.0042.000	06/14/1993	74/401,737	04/19/1994	1,830,965	REGISTERED	01
INSTO CHLOR							
UNITED STATES	302235.0043.001	04/30/1979	73/213,552	10/07/1980	1,140,144	REGISTERED	01
INTERNAL PARASITE GUARD							
UNITED STATES	302235.0044.000	09/01/1989	73/823,407	06/12/1990	1,800,302	REGISTERED	05
JUNGLE							
UNITED STATES	302235.0145.000	09/07/1999	75/793,051	12/05/2000	2,410,384	REGISTERED	01,05,31
JUNGLE & DESIGN							
UNITED KINGDOM	302235.0156.001	02/01/2003	2,322,399	07/04/2003	2,322,399	REGISTERED	01,05,11
UNITED STATES	302235.0156.000	05/01/2002	76/402,010	07/29/2003	2,741,330	REGISTERED	01,03,05 31
UNITED STATES	302235.0158.000	01/24/2003	76/485,676	09/16/2003	2,764,096	REGISTERED	01
UNITED STATES	302235.0048.001	05/02/1995	74/677,349	03/19/1996	1,963,484	REGISTERED	05,31
UNITED STATES	302235.0047.000	08/01/1974	73/028,365	06/03/1975	1,011,986	REGISTERED	01
JUNGLE AND DESIGN							
BENELUX	302235.0048.002	09/19/1995	79,936	09/19/1995	584,005	REGISTERED	01,05,31
EUROPEAN UNION (CT	302235.0048.003	12/27/1996	444,091	12/27/1996	444,091	REGISTERED	01
FRANCE	302235.0048.004	09/15/1995	95/588,262	09/15/1995	95/588,262	REGISTERED	01,05,31
GERMANY	302235.0048.005	10/20/1995	39542820.3	05/30/1996	39542820.4	REGISTERED	01,05,31
UNITED KINGDOM	302235.0048.006	08/01/1974	28,365	04/28/1982	1,174,122	REGISTERED	01
UNITED STATES	302235.0153.000	09/19/2001	76/314,317	08/18/2002	2,582,147	REGISTERED	01,11
JUNGLE POND							
UNITED STATES	302235.0050.000	06/07/1990	74/066,566	01/12/1993	1,746,253	REGISTERED	01
LIFEGUARD							
UNITED STATES	302235.0053.000	03/01/1996	75/066,264			ALLOWED	01
LIME OFF							
UNITED STATES	302235.0054.000	04/01/1983	73/419,631	12/25/1984	1,310,685	REGISTERED	03
MAGI CLEAR							
UNITED STATES	302235.0056.000	08/06/1990	74/084,923	08/06/1991	1,652,830	REGISTERED	01

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
MISCELLANEOUS CHARACTER (EZ TANK CARE & DESIGN)							
UNITED STATES	302235.0152.001	01/24/2003	76/485,896	05/11/2004	2,839,716	REGISTERED	01,11
MOLLY BRIGHT							
UNITED STATES	302235.0060.001	04/30/1979	73/213,622	03/31/1981	1,149,527	REGISTERED	01
NET SOAK							
UNITED STATES	302235.0062.000	03/16/1992	74/256,046	12/15/1992	1,739,319	REGISTERED	01
NO MORE ALGAE							
UNITED STATES	302235.0065.000	06/24/1997	75/314,045	06/08/1999	2,252,095	REGISTERED	01
UNITED STATES	302235.0065.001	07/29/2003	76/533,079	08/17/2004	2,873,894	REGISTERED	05
NO MORE FOAM							
UNITED STATES	302235.0149.000	06/24/2001	76/303,324	09/17/2002	2,620,915	REGISTERED	01
NO MORE WHITE SCALE							
UNITED STATES	302235.0148.000	08/22/2001	76/303,524	08/06/2002	2,604,527	REGISTERED	01
NO MOSQUITOES							
UNITED STATES	302235.0161.000	09/02/2004	76/609,880			PENDING	05
ONE GREAT START!							
UNITED STATES	302235.0068.000	09/17/1998	75/554,379	02/01/2000	2,313,642	REGISTERED	01
PARASITE CLEAR							
UNITED STATES	302235.0070.000	05/07/1997	75/288,198	10/12/1999	2,286,062	REGISTERED	01
PARASITE GUARD							
UNITED STATES	302235.0071.000	12/07/1984	73/512,432	07/02/1985	1,345,547	REGISTERED	05
PEPSO FOOD							
UNITED STATES	302235.0074.000	10/01/2004	76/614,203			PENDING	31
PH DECREASER							
UNITED STATES	302235.0075.000	10/25/1994	74/590,308	01/14/1997	2,029,501	REGISTERED	01
PH INCREASER							
UNITED STATES	302235.0077.000	10/25/1994	74/590,309	01/21/1997	2,031,428	REGISTERED	01
PLANT CARE							
UNITED STATES	302235.0078.000	05/07/1997	75/288,057	08/18/1998	2,183,140	REGISTERED	01
UNITED STATES	302235.0078.001	08/29/2003	76/541,086	02/22/2005	2,927,374	REGISTERED	01
PLANT CARE SOLUTIONS							
UNITED STATES	302235.0150.001	01/24/2003	76/485,898			PENDING	01,11
PLANT CARE SOLUTIONS & DESIGN							
UNITED STATES	302235.0151.001	01/24/2003	76/485,675	10/05/2004	2,890,818	REGISTERED	01,11

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PLANT SAVER							
UNITED STATES	302235.0079.001	04/30/1979	73/213,546	09/14/1982	1,207,689	REGISTERED	01
POND BLOCK							
UNITED KINGDOM	302235.0080.002	06/16/1983	1,197,829	06/16/1983	1,197,829	REGISTERED	01
UNITED STATES	302235.0080.001	04/30/1979	73/213,615	03/08/1983	1,229,056	REGISTERED	01
POND GUARD							
UNITED STATES	302235.0081.000	10/25/1994	74/590,310	10/03/1995	1,923,188	REGISTERED	01
POND OXY CLEAR							
UNITED STATES	302235.0162.000	04/15/2005	78/610,104			PENDING	01
POND START							
UNITED STATES	302235.0083.000	06/07/1990	74/066,583	12/22/1992	1,742,044	REGISTERED	01
POND WATER CLEAR							
UNITED STATES	302235.0084.000	06/07/1990	74/066,588	07/13/1993	1,781,989	REGISTERED	01
POND WATER SHADE							
UNITED STATES	302235.0085.000	02/02/1998	75/427,353	03/02/1999	2,228,365	REGISTERED	02
QUICK DIP							
UNITED STATES	302235.0117.000	02/19/1999	75/643,757	08/21/2001	2,478,933	REGISTERED	01
SERI CLEAN							
UNITED STATES	302235.0086.000	04/30/1979	73/213,620	02/02/1982	1,188,307	REGISTERED	03
SHIMMY BLOCK							
UNITED STATES	302235.0088.000	10/28/1991	74/216,662	06/21/1994	1,840,178	REGISTERED	01
SHIP RIGHT							
UNITED STATES	302235.0092.000	08/07/1989	73/817,258	07/31/1990	1,607,897	REGISTERED	01
START RIGHT							
BENELUX	302235.0097.002	08/28/1995	079,831	08/28/1995	583,604	REGISTERED	01
EUROPEAN UNION (CT	302235.0097.003	03/13/1998	774,729	03/13/1998	000,774,729	REGISTERED	01
FRANCE	302235.0097.004	08/25/1995	95/585,751	08/25/1995	95/585,751	REGISTERED	01
GERMANY	302235.0097.005	10/20/1995	39542823.8	02/20/1998	39542823.8	REGISTERED	01
UNITED STATES	302235.0097.000	06/20/1975	73/055,687	03/30/1976	1,036,495	REGISTERED	01
START ZYME							
UNITED STATES	302235.0098.000	02/03/1998	75/428,352	02/23/1999	2,225,963	REGISTERED	01
TANK BUDDIES							
UNITED STATES	302235.0100.000	07/10/1996	75/131,944	02/10/1998	2,136,278	REGISTERED	01
VELVET GUARD							
UNITED STATES	302235.0104.000	08/07/1989	73/817,260	07/31/1990	1,607,898	REGISTERED	01

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
WATCH 'EM FIZZ!							
UNITED STATES	302235.0107.000	09/15/1998	75/553,164	03/21/2000	2,331,392	REGISTERED	01
WATER CLEAR							
UNITED STATES	302235.0105.000	05/07/1997	75/288,058	10/27/1998	2,200,748	REGISTERED	01
UNITED STATES	302235.0105.001	08/29/2003	76/541,089			PENDING	01
WATER SAFE PLUS							
UNITED STATES	302235.0106.000	05/07/1997	75/280,919	06/23/1998	2,167,465	REGISTERED	11
END OF REPORT						TOTAL ITEMS SELECTED =	100

Schedule C

None.

NYDOCS03/785440

RECORDED: 11/02/2005

TRADEMARK
REEL: 003186 FRAME: 0131