

01-18-2006



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Water-Jel Technologies, LLC (fka Kosma-Kare International, LLC)

- Individual(s)
- General Partnership
- Corporation- State: Ne Jersey
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital orporation, as Agent  
Internal  
Address: \_\_\_\_\_  
Street Address: 201 Merritt 7  
City: Norwalk  
State: CT  
Country: USA Zip: 06856

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 30, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See Attached Schedule I

B. Trademark Registration No.(s)  
See Attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristin Brozovic  
Internal Address: \_\_\_\_\_  
Street Address: c/o Latham & Watkins LLP  
233 S. Wacker Drive, Suite 5800  
City: Chicago  
State: IL Zip: 60606  
Phone Number: 312-876-6541  
Fax Number: 312-993-9870  
Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

8. Payment Information:  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: *Kristin Brozovic* \_\_\_\_\_ Date: 1/12/06  
Signature Date

BYRNE 00000004 76599955 Kristin Brozovic Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

1/17/06

01/18/2006  
01 FC:8521  
02 FC:8522  
03 FC:8523

**SCHEDULE I**

<b>Country</b>	<b>Mark</b>	<b>Application Number</b>	<b>Registration Number</b>
US	COOL JEL	76/599955	-----
US	WATER JEL MUSCLE-JEL	76/599449	-----
US	COOL HEAT	76/594126	-----
US	WATER JEL COOL HEAT	76/594111	-----
US	BURN STOP	76/539648	-----
US	SORBISTAT	76/503814	-----
US	WATER JEL SURESTICK	76/444100	2796994
US	STERIL-EYES	76/335592	-----
US	BURN JEL	76/236542	2567184
US	PUTTING RELIEF IN YOUR HANDS	75/002742	2060006
US	[DESIGN]	74/419451	1958221
US	UNBURN	74/379450	1854013
US	WATER-JEL BURN JEL	74/277482	1762382
US	WATER-JEL	73/611229	1429819
US	WATER-JEL	73/526737	1391321
US	[DESIGN]	73/526736	1394610
US	WATER-JEL	73/522971	1392078
US	[DESIGN]	73/289824	1186537
US	WATER JEL	73/289823	1185594
US	WATER-JEL	73/289821	1177931

# FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

**THIS FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the "Supplement") made as of December 30, 2005 by WATER-JEL TECHNOLOGIES, LLC (f/k/a KOSMA-KARE INTERNATIONAL, LLC), a New Jersey limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

## WITNESSETH

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of April 4, 2005 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement," which was recorded by Agent on April 8, 2005 at Reel 3065 Frame 0170 in the United States Patent and Trademark Office; capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Trademark Security Agreement); and

WHEREAS, Grantor has acquired certain new Trademarks (as defined in the Trademark Security Agreement), and Grantor and Agent have agreed to supplement Schedule I to Trademark Security Agreement to include such new Trademarks.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Agent agree as follows:

1. Supplement. The parties hereto agree that the Trademark Security Agreement is hereby supplemented and amended by adding to Schedule I to the Trademark Security Agreement the Trademarks listed on Schedule I hereto. The parties hereto acknowledge and agree that nothing contained in this Supplement shall be deemed to release or otherwise affect any of the Trademarks described on Schedule I to the Trademark Security Agreement as in effect immediately prior to the date of this Supplement.
2. Severability. The provisions of this Supplement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Supplement in any jurisdiction.
3. Binding Effect; Benefits. This Supplement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.
4. Governing Law. This Supplement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal law.
5. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

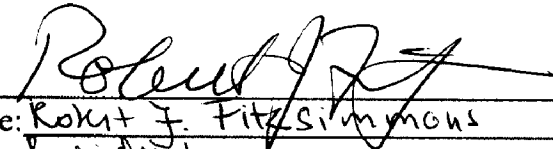
6. Ratification. Each of Grantor and Agent hereby acknowledges and agrees that except as expressly amended herein, all of those terms and provisions of the Trademark Security Agreement in effect immediately prior to the date of this Supplement are hereby ratified and confirmed in all respects and shall remain in full force and effect.

7. Counterparts. This Supplement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

WATER-JEL TECHNOLOGIES, LLC  
(f/k/a KOSMA-KARE INTERNATIONAL,  
LLC), as Grantor

By:   
Name: Robert J. Fitzsimmons  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Its Duly Authorized Signatory

[Signature Page to First Supplement to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

WATER-JEL TECHNOLOGIES, LLC  
(f/k/a KOSMA-KARE INTERNATIONAL,  
LLC), as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: Robert R. Mergers  
Name: Robert R. Mergers  
Title: Its Duly Authorized Signatory

[Signature Page to First Supplement to Trademark Security Agreement]

**SCHEDULE I**  
**TO**  
**FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Country	Mark	Application Number	Registration Number
US	COOL JEL	76/599955	-----
US	WATER JEL MUSCLE-JEL	76/599449	-----
US	COOL HEAT	76/594126	-----
US	WATER JEL COOL HEAT	76/594111	-----
US	BURN STOP	76/539648	-----
US	SORBISTAT	76/503814	-----
US	WATER JEL SURESTICK	76/444100	2796994
US	STERIL-EYES	76/335592	-----
US	BURN JEL	76/236542	2567184
US	PUTTING RELIEF IN YOUR HANDS	75/002742	2060006
US	[DESIGN]	74/419451	1958221
US	UNBURN	74/379450	1854013
US	WATER-JEL BURN JEL	74/277482	1762382
US	WATER-JEL	73/611229	1429819
US	WATER-JEL	73/526737	1391321
US	[DESIGN]	73/526736	1394610
US	WATER-JEL	73/522971	1392078
US	[DESIGN]	73/289824	1186537
US	WATER JEL	73/289823	1185594
US	WATER-JEL	73/289821	1177931
Australia	WATER-JEL	N/A	350293
Australia	WATER-JEL	N/A	443691
Australia	TWO FIGURES WITH FLAME	N/A	A248542
BENE	WATER-JEL	N/A	387892
BRAZIL	WATER-JEL	N/A	815568509
BRAZIL	WATER-JEL	N/A	815554737
BRAZIL	WATER-JEL (and Design)	N/A	815568495
Canada	WATER-JEL	0673337	TMA401662
Canada	MEN FLAME BLANKET [design]	0495569	TMA285001
Canada	WATER JEL [design]	0495568	TMA283546
Canada	WATER-JEL	0457660	TMA262740
CTM	BURN JEL	N/A	002404820
DENMARK	WATER-JEL Device mark	N/A	08 315 1991
DENMARK	WATER-JEL & design	N/A	1992 08800
EGYPT	WATER-JEL	N/A	67989
EGYPT	WATER-JEL (and Design)	N/A	67990
EGYPT	TWO FIGURES WITH FLAME & BLANKET	N/A	67988
FRANCE	WATER-JEL	N/A	1211680
Finland	WATER-JEL	N/A	121435
GERW	WATER-JEL	N/A	1050143

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CHN811817.1

**TRADEMARK**  
**REEL: 003229 FRAME: 0063**

GREC	WATER-JEL	N/A	106110
GREC	WATER-JEL	N/A	78753
Hong Kong	WATER-JEL	N/A	199400912
Hong Kong	WATER-JEL	N/A	1994B04371
HUNG	WATER-JEL	N/A	173421
HUNG	BURN-JEL	N/A	170165
ICELAND	WATER-JEL	N/A	102/2002
ICELAND	TWO FIGURES WITH FLAME & BLANKET design	N/A	526/2001
INDIA	WATER-JEL	N/A	434818B
INDIA	WATER-JEL	N/A	434819B
INDIA	WATER-JEL IN TEARDROP DESIGN	N/A	434823-B
INDIA	WATER-JEL IN TEARDROP DESIGN	N/A	434821-B
INDO	WATER-JEL	N/A	330766
INDO	WATER-JEL	N/A	332193
INDO	WATER-JEL	N/A	331823
INDO	WATER-JEL IN TEARDROP DESIGN	N/A	331824
INDO	WATER-JEL IN TEARDROP DESIGN	N/A	332854
INDO	WATER-JEL IN TEARDROP DESIGN	N/A	332194
INDO	TWO FIGURES WITH FLAME & BLANKET design	N/A	330909
INDO	TWO FIGURES WITH FLAME & BLANKET design	N/A	332035
ISRAEL	WATER-JEL	N/A	59838
ISRAEL	WATER-JEL IN TEARDROP DESIGN	N/A	59839
ISRAEL	TWO FIGURES WITH FLAME & BLANKET	N/A	598842
ISRAEL	FIRE ROBE WATER-JEL AND DESIGN	N/A	74233
ISRAEL	FIRE ROBE	N/A	74232
Italy	WATER-JEL	N/A	403653
JAPAN	WATER-JEL	N/A	1960103
KORS	WATER-JEL and Design	N/A	152101
KORS	TWO FIGURES WITH FLAME & BLANKET	N/A	158801
MAYS	WATER-JEL IN TEARDROP DESIGN	N/A	86/04023
MAYS	TWO FIGURES WITH FLAME & BLANKET	N/A	4024/86
MEXICO	WATER-JEL	N/A	455340
NORW	WATER-JEL	N/A	455340
PEUR	WATER-JEL	N/A	7773
PUER	WATER-JEL and Design	N/A	7772

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TRADEMARK  
REEL: 003229 FRAME: 0064



PUER	WATER-JEL	N/A	30009
PEUR	WATER-JEL and Design	N/A	30010
PUER	WATER-JEL IN TEARDROP DESIGN	N/A	7771
PUER	TWO FIGURES WITH FLAME & BLANKET	N/A	7768
Switzerland	WATER-JEL	N/A	P-325699
SABA	WATER-JEL	N/A	030637
SAFR	WATER-JEL	N/A	91/2709
SAFR	WATER-JEL	N/A	91/2710
SAFR	WATER-JEL IN TEARDROP DESIGN	N/A	91/2711
SAFR	TWO FIGURES WITH FLAME & BLANKET	N/A	91/2712
SAUD	WATER-JEL	N/A	131/1
SING	WATER-JEL	N/A	73/58212
SING	WATER-JEL and Design	N/A	82/04417
SPAIN	WATER-JEL	N/A	1652899/9
SWEDEN	WATER-JEL	N/A	246498
THAI	WATER-JEL	N/A	175278
THAI	WATER-JEL & Design	N/A	175281
UK	WATER-JEL	1471486	1471486
UK	WATER-JEL	1471487	1471487

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RECORDED: 01/17/2006

TRADEMARK  
REEL: 003229 FRAME: 0065