

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6737-175 (1)

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): U.S. Bank National Association, as agent <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>Claire Sprayway, Inc.</u> Internal Address: _____ Street Address: <u>500 Vista Ave.</u> City: <u>Addison</u> State: <u>IL</u> Country: <u>U.S.</u> Zip: <u>60101</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>November 2, 2005</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Termination of Security Interest</u>			
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) B. Trademark Registration No.(s)		Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>(312) 558-6352</u> Fax Number: <u>(312) 558-6352</u> Email Address: <u>LKonrath@winston.com</u>		6. Total number of applications and registrations involved: 17	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konrath</u>	
9. Signature: <u>Laura Konrath</u> Signature <u>Laura Konrath</u> Name of Person Signing		<u>11/21/05</u> Date Total number of pages including cover sheet, attachments, and document: 	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$440.00 232428 0573409

Continuation
Item 4

EXHIBIT A TO TERMINATION
OF SECURITY INTEREST

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Domestic

Mark	Reg. No.	Reg. Date	Goods
Sprayway	0573409	4/21/53	Plastic spray protective coatings
Sprayway	1196614	6/1/82	Silicone lubricant, lubricant, rustpreventer, penetrant and moisture displacer for metals, dry lubricant and release agent, white grease spray lubricant, belt dressing, curring oil, gear lubricant, penetrating oil and rust remover
Sprayway	0662917	6/10/58	Glass cleaner
Sprayway	1225641	2/1/83	Auto body undercoating, adhesives for industrial use, matter fixative, spray to prevent unraveling of fabrics, anti-static spray, screen opener
Sprayway (drawing)	1237932	5/17/83	Glass cleaner, lint and dust remover, all purpose household and institutional cleaner, etc.
Mister Jinx	735050	7/24/62	All purpose household cleaner
Glème	2017527	11/19/96	Cleaning preparation for industrial, commercial and institutional use in cleaning and polishing glass and other non-porous surfaces
The World's Best Glass Cleaner	1881769	3/7/95	Glass Cleaning preparation
Crazy Clean	735801	8/7/62	All purpose household cleaner
Fly Jinx	376773	4/9/40	Insecticide
Sprayway	651908	9/24/57	Acrosol spray preparation for prevention of mildew, mold and musty odor
Sprayway	660958	4/29/58	Currently registered, but registration will NOT BE RENEWED. This mark relates to a product no longer produced by the Assignee.
Moth Jinx	579401	9/1/53	Currently registered, but registration will NOT BE RENEWED. This mark relates to a product no longer produced by the Assignee
Jinx	652525	10/1/57	Cleaner for painted surfaces, rugs and upholstery
Claire	814230	9/6/66	Self polishing wax for floors, linoleum, furniture, room deodorizers
Claire	1095631	7/11/78	Cleaning preparations, grill and oven cleaner
Dust up	817210	10/25/66	Dressing for dust cloths and mops

ffdc02\degova\575793.1

(1)

EXECUTION COPY**TERMINATION OF SECURITY INTEREST**

This Termination of Security Interest, dated as of November 2, 2005 by U.S. Bank National Association, as Agent to the Lenders under the Credit Agreement referred to below (the "Secured Party"), grants a release of security interest in trademarks to Claire-Sprayway, Inc., a Delaware Corporation (the "Debtor") as follows:

WHEREAS, the Secured Party and the Debtor are parties to that certain Credit Agreement dated as of September 30, 1997, as amended, restated or otherwise modified (the "Credit Agreement"; all capitalized terms not defined herein are defined in the Credit Agreement), pursuant to which the parties entered into an Amended and Restated Collateral Assignment of Trademarks dated as of January 14, 2004, as amended, restated or otherwise modified (the "Assignment Agreement"), which Assignment Agreement was recorded with the United States Patent and Trademark Office on January 14, 2004 at reel/frame 2777/0653;

WHEREAS, pursuant to the Credit Agreement and the Assignment Agreement, the Debtor granted the Secured Party a security interest in, and lien upon, all right, title and interest of Debtor in and to certain assets, including Trademarks (as defined below); and

WHEREAS, pursuant to the Credit Agreement and the Assignment Agreement, Debtor has fulfilled its Obligations (as defined in the Assignment Agreement) and the Secured Party has released and has agreed to release its security interest in, and lien upon, and assign to Debtor any and all interest it may have in the assets of Debtor, including the Trademarks of Debtor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Secured Party hereby: (i) acknowledges that there has been no Event of Default under the Credit Agreement; and (ii) releases all of its claim and interest in and to the assets of the Debtor, including any claim or interest in any trademarks, service marks, trade names and the registrations and applications therefor, and including but not limited to, the registrations and applications identified in Exhibit A hereto, the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated therewith (collectively, the "Trademarks").
2. To the extent that the Debtor assigned to the Secured Party any right, title or interest in the Trademarks by way of any actual, contingent or collateral assignment or otherwise, then the Secured Party hereby assigns to the Debtor all of the Secured Party's right, title and interest in the foregoing (including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated therewith).

file:02\dcgovnr\575793.1

STATE OF Minnesota)
County of Anoka)

The foregoing instrument was acknowledged before me this 26 day of October, 2005 by Robert A. Rosati as Vice President of U.S. Bank National Association, on behalf of U.S. Bank National Association.

My commission expires: Jan 31, 2006

[Notarial Seal]



Angela Jean Sandvold
Notary Public

STATE OF New York)
County of New York)

The foregoing instrument was acknowledged before me this 31st day of October, 2005 by Michael Roh as President and CEO of Claire-Sprayway, Inc., on behalf of Claire-Sprayway, Inc.

My commission expires:

[Notarial Seal]

MARIA A. IMENNOVA
Notary Public, State of New York
No. 011M6073678
Qualified in Kings County
Commission Expires April 29, 2006

M. Imenova
Notary Public

**EXHIBIT A TO TERMINATION
OF SECURITY INTEREST**

TRADEMARK REGISTRATIONS AND APPLICATIONS

I. Domestic

Mark	Reg. No.	Reg. Date	Goods
Sprayway	0573409	4/21/53	Plastic spray protective coatings
Sprayway	1196614	6/1/82	Silicone lubricant, lubricant, rustpreventer, penetrant and moisture displacer for metals, dry lubricant and release agent, white grease spray lubricant, belt dressing, curring oil, gear lubricant, penetrating oil and rust remover
Sprayway	0662917	6/10/58	Glass cleaner
Sprayway	1225641	2/1/83	Auto body undercoating, adhesives for industrial use, matter fixative, spray to prevent unraveling of fabrics, anti-static spray, screen opener
Sprayway (drawing)	1237932	5/17/83	Glass cleaner, lint and dust remover, all purpose household and institutional cleaner, etc.
Mister Jinx	735050	7/24/62	All purpose household cleaner
Gleme	2017527	11/19/96	Cleaning preparation for industrial, commercial and institutional use in cleaning and polishing glass and other non-porous surfaces
The World's Best Glass Cleaner	1881769	3/7/95	Glass Cleaning preparation
Crazy Clean	735801	8/7/62	All purpose household cleaner
Fly Jinx	376773	4/9/40	Insecticide
Sprayway	651908	9/24/57	Aerosol spray preparation for prevention of mildew, mold and musty odor
Sprayway	660958	4/29/58	Currently registered, but registration will NOT BE RENEWED. This mark relates to a product no longer produced by the Assignee.
Moth Jinx	579401	9/1/53	Currently registered, but registration will NOT BE RENEWED. This mark relates to a product no longer produced by the Assignee
Jinx	652525	10/1/57	Cleaner for painted surfaces, rugs and upholstery
Claire	814230	9/6/66	Self polishing wax for floors, linoleum, furniture, room deodorizers
Claire	1095631	7/11/78	Cleaning preparations, grill and oven cleaner
Dust up	817210	10/25/66	Dressing for dust cloths and mops

file02\degovar\575793.1

2. Foreign

Mark	Reg. No.	Country
Sprayway oval	4591	Korea
Sprayway	3740/95	Hong Kong
Sprayway	2621/2001	Hong Kong
Sprayway	118096	Canada
Sprayway	839415	European Union
Sprayway	T9488591	Singapore
Sprayway	694487	Taiwan
Sprayway oval	1900164	China
SW in Chinese	1900135	China
SW in English and Chinese	1900130	China
Lady logo	1790237	China
SW in English and Chinese	1785248	China
SW in Chinese	1785249	China
Sprayway oval	1785250	China
Lady logo	1596337 (Pending)	China
SW in English and Chinese	2000127307 (Pending)	China
SW in Chinese	2000127306 (Pending)	China
Sprayway oval	20000127308 (Pending)	China
SW in Chinese	1750392	China
Sprayway oval	1750931	China
Lady logo	1688517	China
SW in Chinese	1688520	China
SW in English and Chinese	1688521	China
Sprayway oval	1688518	China
Lady logo	1676079	China
SW in Chinese	1676077	China
SW in English and Chinese	1676078	China
Sprayway oval	1676076	China
Lady logo	910489	Australia
Sprayway logo	910490	Australia
Lady logo	4-2002-02593	Vietnam
Sprayway oval	4-2002-02592	Vietnam
Sprayway oval	5508421	Indonesia
Lady logo	2002/10800	Turkey
Sprayway oval	2002/10801	Turkey

file02\degovar\575793.1