



103360152

1-11-07

RECORDATION
TRADE

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):

TIDI Products, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 29, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Freeport Financial LLC, as Agent

Internal
Address: Suite 1710

Street Address: 500 West Madison Street

City: Chicago

State: Illinois

Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other DE- LLC 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)

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

A. Trademark Application No.(s)

See continuation of Item 4 attached

B. Trademark Registration No.(s)

See continuation of Item 4 attached

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: Gayle D. Grocke

Internal Address: c/o Latham & Watkins LLP

Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: gayle.grocke@lw.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00

- 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:

Gayle D. Grocke

1/10/2007

Signature

Date

01/12/2007 DBYRNE 00000003 1094187

01 FC: 8521
02 FC: 8522
03 FC: 8523

40.00-OP
475.00-OP
120.00-OP

Name of Person Signing

RECEIVED OFR 2007 JAN 11 PM 1:33

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK RECORDATION COVER SHEET - CONTINUATION OF ITEM 4

<u>Grantor</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
TIDI Products, LLC	ACCO	73/117,264	1,094,187	06/27/78
TIDI Products, LLC	ACCOLADE	74/422,877	1,909,082	08/01/95
TIDI Products, LLC	BRUSH STROKES	74/576,314	1,952,634	01/30/96
TIDI Products, LLC	CENTURY II	73/831,723	1,648,763	06/25/91
TIDI Products, LLC	DETECTORAY	72/277,299	852,384	07/09/68
TIDI Products, LLC	DRI-PERF	75/748,432	2,520,812	12/18/01
TIDI Products, LLC	FABRICEL	72/299,121	874,323	08/05/69
TIDI Products, LLC	FOOD CARE	75/313,365	2,284,171	10/05/99
TIDI Products, LLC	KAY-PEES	71/649,029	613,979	10/11/55
TIDI Products, LLC	KIDS KRITTERS	75/322,831	2,301,279	12/21/99
TIDI Products, LLC	LAMINO	72/277,300	852,385	07/09/68
TIDI Products, LLC	OMNISORB	74/087,660	1,687,078	05/12/92
TIDI Products, LLC	STAY-DRI	72/279,549	865,779	03/04/69
TIDI Products, LLC	TIDI	75/269,006	2,199,447	10/27/98
TIDI Products, LLC	TIDI TOOTH	74/302,292	1,778,984	06/29/93
TIDI Products, LLC	TI-DI-SAU-RUS	73/788,996	1,596,209	05/15/90
TIDI Products, LLC	VENTURE	75/260,377	2,237,442	04/06/99
TIDI Products, LLC	VENTURE	78/502,757	3,028,464	12/13/05
TIDI Products, LLC	VENTURE	78/502,766	3,028,467	12/13/05
TIDI Products, LLC	FOODCARE AND DESIGN (BLUE LABEL)	78/723893	APPLICATION APPROVED FOR PUBLICATION NOVEMBER 15, 2006	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2006, by TIDI PRODUCTS, LLC, a Delaware limited liability company (“Grantor”), in favor of FREEPOR FINANCIAL LLC, a Delaware limited liability company, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of the Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; provided however, that notwithstanding any of the other provisions set forth herein, this Trademark Security Agreement shall not constitute a grant of a security interest in any Trademark or Trademark License to the extent such grant of a security interest is prohibited by or constitutes a breach or default under any contract or License or would jeopardize Grantor's rights therein or registrations or applications therefor.

Notwithstanding the foregoing, this Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Grantor for any Trademark based on an intent to use the same if and so long as such application is pending without a statement of use having been filed and accepted.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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, and in the event of any conflict or ambiguity between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, 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.

TIDI PRODUCTS, LLC

By: *K Mc Nam*
Name: Kevin McNamara
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

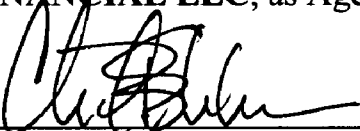
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TIDI PRODUCTS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC, as Agent

By:  _____
Name: Chad Blakeman
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark Description</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
TIDI Products, LLC	ACCO	73/117,264	1,094,187	06/27/78
TIDI Products, LLC	ACCOLADE	74/422,877	1,909,082	08/01/95
TIDI Products, LLC	BRUSH STROKES	74/576,314	1,952,634	01/30/96
TIDI Products, LLC	CENTURY II	73/831,723	1,648,763	06/25/91
TIDI Products, LLC	DETECTORAY	72/277,299	852,384	07/09/68
TIDI Products, LLC	DRI-PERF	75/748,432	2,520,812	12/18/01
TIDI Products, LLC	FABRICEL	72/299,121	874,323	08/05/69
TIDI Products, LLC	FOOD CARE	75/313,365	2,284,171	10/05/99
TIDI Products, LLC	KAY-PEES	71/649,029	613,979	10/11/55
TIDI Products, LLC	KIDS KRITTERS	75/322,831	2,301,279	12/21/99
TIDI Products, LLC	LAMINO	72/277,300	852,385	07/09/68
TIDI Products, LLC	OMNISORB	74/087,660	1,687,078	05/12/92
TIDI Products, LLC	STAY-DRI	72/279,549	865,779	03/04/69
TIDI Products, LLC	TIDI	75/269,006	2,199,447	10/27/98
TIDI Products, LLC	TIDI TOOTH	74/302,292	1,778,984	06/29/93
TIDI Products, LLC	TI-DI-SAU-RUS	73/788,996	1,596,209	05/15/90
TIDI Products, LLC	VENTURE	75/260,377	2,237,442	04/06/99
TIDI Products, LLC	VENTURE	78/502,757	3,028,464	12/13/05
TIDI Products, LLC	VENTURE	78/502,766	3,028,467	12/13/05
TIDI Products, LLC	FOODCARE AND DESIGN (BLUE	78/723893	APPLICATION APPROVED FOR PUBLICATION	

Grantor

Trademark
Description

Application
Number

Registration
Number

Registration
Date

LABEL)

NOVEMBER 15, 2006