TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fuller Brush Company, Inc., The		04/13/2007	CORPORATION: NEW YORK
Allied Diagnostic Imaging Resources, Inc.		04/13/2007	CORPORATION: DELAWARE
CPAC, Inc.		04/13/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Fifth Street Mezzanine Partners III, L.P.
Street Address:	445 Hamilton Avenue
Internal Address:	Suite 1206
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10601
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 132

Property Type	Number	Word Mark
Registration Number:	2239047	A FULLER LIFE
Registration Number:	2017480	APPEARANCE
Registration Number:	2017464	APPEARANCE 2000
Registration Number:	2017463	APPEARANCE PLUS
Registration Number:	1842237	AURORA
Registration Number:	520726	BRISTLECOMB
Registration Number:	2354552	BULLY
Registration Number:	2356640	BULLY BRUSH
Registration Number:	2229901	CHEKIT
Registration Number:	724640	CLEARINSE
Registration Number:	944403	CONQUEST

OP $315.00 2239047

Registration Number:	1232445	CROSS LINK II
Registration Number:	2244761	D.C.W.
Registration Number:	1012766	DE-FENSE
Registration Number:	1343722	
Registration Number:	1179745	DISAPPEAR
Registration Number:	692208	DUST MAGNET
Registration Number:	2356641	EXTENDER
Registration Number:	1664657	FINALE
Registration Number:	662918	FORMULA 900
Registration Number:	1228084	FOUNDATION
Registration Number:	2504830	FRANKLIN CLEANING TECHNOLOGY
Registration Number:	558216	FRANKLIN'S
Registration Number:	558254	FRANKLIN'S
Registration Number:	1265551	FRIENDLY AIR
Registration Number:	587665	FUL-AIRE
Registration Number:	623314	FULBRITE
Registration Number:	1185396	FULL FRESH
Registration Number:	572027	FULLANCHOR
Registration Number:	627987	FULLCLEAN
Registration Number:	623313	FULLDUTY
Registration Number:	1402725	FULLER
Registration Number:	527098	FULLER
Registration Number:	539836	FULLER
Registration Number:	528990	FULLER
Registration Number:	531093	FULLER
Registration Number:	815837	FULLER
Registration Number:	815704	FULLER
Registration Number:	815666	FULLER
Registration Number:	815675	FULLER
Registration Number:	815805	FULLER
Registration Number:	815939	FULLER
Registration Number:	2756149	FULLER BRUSH
Registration Number:	2866580	FULLER BRUSH
Registration Number:	2866581	FULLER BRUSH
Registration Number:	531868	FULLERGRIPT

Registration Number:	1006113	FULLGUARD
Registration Number:	1201693	FULLPOWER
Registration Number:	1202476	FULLSCRUB
Registration Number:	877570	FULLSHEEN
Registration Number:	774321	FULLSPARKLE
Registration Number:	724324	FULLSPEED
Registration Number:	1409127	FULLSTRIP
Registration Number:	1513296	FULLSUDS
Registration Number:	1227091	FULLSUDS
Registration Number:	622918	FUL-LUBE
Registration Number:	629336	FUL-SCAT
Registration Number:	622830	FULSOL
Registration Number:	507711	GLISSENITE
Registration Number:	1253524	G-O-E-S
Registration Number:	786981	GRAND-PRIX
Registration Number:	1728818	GUARANTEE
Registration Number:	1250131	HACK-IT
Registration Number:	1320263	HARDWEAR
Registration Number:	727110	HETRAPHENE
Registration Number:	1824035	HI-GENIC
Registration Number:	2239082	HOUSE OF FULLER
Registration Number:	2239083	HOUSE OF FULLER
Registration Number:	2261266	HOUSE OF FULLER
Registration Number:	1873532	LIGHTNING BLEND SYSTEM
Registration Number:	1340805	LUSTREBRUSH
Registration Number:	2376619	MASURY+COLUMBIA
Registration Number:	2277874	MINI-MOVER
Registration Number:	1320299	MIRAGE
Registration Number:	2277875	MISER
Registration Number:	392336	MOHAWK
Registration Number:	710398	MYCO
Registration Number:	710703	MYCO
Registration Number:	406901	MYCO TRAZSEAL
Registration Number:	371700	MYCOBRITE
Registration Number:	1955247	NATURE'S CHOICE

Registration Number:	1824822	NATURE'S CHOICE
Registration Number:	1912157	NATURE'S CHOICE
Registration Number:	1132521	NO MATCH
Registration Number:	2234840	NOVA
Registration Number:	2111990	OCEANESCE
Registration Number:	1106989	ODOR-SHIELD
Registration Number:	1251386	OUT-STRIP
Registration Number:	973167	PARAGON
Registration Number:	2167516	PERFORMANCE
Registration Number:	2181513	PREPARE
Registration Number:	2032668	QUASAR
Registration Number:	1320300	REACT
Registration Number:	662096	RESTORIT
Registration Number:	2179598	RINSE AWAY
Registration Number:	3078971	
Registration Number:	1089494	SENTINEL
Registration Number:	1071249	SEVENTY-7
Registration Number:	1171927	SHAKEDOWN
Registration Number:	295027	SPEED WAX
Registration Number:	306611	SPEEDSOPE
Registration Number:	826537	SPRAY 'N SPARKLE
Registration Number:	719769	SPRING DAY
Registration Number:	2086503	T.E.T.
Registration Number:	2121199	HEALTH SALUD REACTIVITY REACTIVIDAD FLAMMABILITY INFLAMMABLIDAD
Registration Number:	2880758	THE FULLER BRUSH COMPANY
Registration Number:	2896619	THE FULLER BRUSH COMPANY
Registration Number:	2864212	THE FULLER BRUSH COMPANY
Registration Number:	762879	TIARA
Registration Number:	1279533	TIME-OUT
Registration Number:	2787630	TRUMIX
Registration Number:	2748964	TRUMIX
Registration Number:	2754517	TRUMIX
Registration Number:	1695173	UNIPOUR
Registration Number:	2231161	X-TRACT 320

Registration Number:	2004362	X-TRAX
Registration Number:	2386614	SOFTHAIR
Registration Number:	1763900	A & B
Registration Number:	1616329	BIPAK
Registration Number:	1530413	REDI-CHEM
Registration Number:	1232410	A
Registration Number:	1232409	B
Registration Number:	1224732	HANDI-CHEM
Registration Number:	1224731	AUTEX
Registration Number:	2336172	REDI-EASE
Registration Number:	1267485	TREPAN
Registration Number:	1260705	TRELUX
Registration Number:	1635037	PRS
Registration Number:	1210340	CPAC, INC.
Registration Number:	1224018	SILVPAC
Registration Number:	1552735	PERFECTVIEW
Registration Number:	2521307	LUMINOSA

CORRESPONDENCE DATA

Fax Number: (312)523-2548

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

Phone: 3129774348

Email: atantleff@uhlaw.com

Correspondent Name: Aaron K. Tantleff, Esq.

Address Line 1: Ungaretti & Harris LLP

Address Line 2: 70 West Madison Street, Suite 3500

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ATTORNEY DOCKET NUMBER:	1002668-001
NAME OF SUBMITTER:	Aaron K. Tantleff
Signature:	/Aaron K. Tantleff/
Date:	04/17/2007

Total Attachments: 32

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THE PROVISIONS, TERMS AND CONDITIONS CONTAINED IN THIS GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE TO CERTAIN SENIOR INDEBTEDNESS OWING BY GRANTORS TO LASALLE BUSINESS CREDIT, LLC, IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF APRIL 13, 2007 AMONG GRANTOR, CERTAIN AFFILIATES OF GRANTOR, LASALLE BUSINESS CREDIT, LLC AND FIFTH STREET MEZZANINE PARTNERS III, L.P. AND EACH GRANTEE OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, The Fuller Brush Company, Inc., a New York corporation ("**Grantor**") owns the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith, and the patents and patent applications, in each case as set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, FIFTH STREET MEZZANINE PARTNERS III, L.P. having its principal offices at 445 Hamilton Avenue, Suite 1206White Plains, New York 10601 (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of April 13, 2007, among the Grantor, its affiliates and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

GRANTOR:

The Fuller Brush Company, Inc.,
a New York corporation

By: _____
Name: James W. Pemberton
Title: Chief Accounting Officer

LENDER:

FIFTH STREET MEZZANINE PARTNERS III, L.P., a Delaware limited partnership

By: FSMPIII GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Leonard Tannenbaum
Title: Managing Member

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

GRANTOR:

The Fuller Brush Company, Inc.,
a New York corporation

By: _____
Name: _____
Title: _____

LENDER:

FIFTH STREET MEZZANINE PARTNERS III, L.P., a Delaware limited partnership

By: FSMPIII GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Leonard Tannenbaum
Title: Managing Member

STATE OF New York)
)
COUNTY OF Monroe)

On this 27th day of April, 2007, before me personally came James W. Fordyce, to me known, who, being by me duly sworn did depose and say that he is the Secretary of The Fuller Brush Company, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: 5/21/07

THOMAS J WELDGEN
Notary Public - State of New York
NO. 01WE4613122
Qualified in Monroe County
My Commission Expires _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of April, 2007, before me personally came Leonard Tannenbaum, to me known, who, being by me duly sworn did depose and say that he is a managing member of FSMP III GP, LLC, the general partner of FIFTH STREET MEZZANINE PARTNERS III, L.P., the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF_____)

On this ____ day of April, 2007, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of The Fuller Brush Company, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:_____

STATE OF New York)
)
COUNTY OF Westchester

On this 12 day of April, 2007, before me personally came Leonard Tannenbaum, to me known, who, being by me duly sworn did depose and say that he is a managing member of FSMP III GP, LLC, the general partner of FIFTH STREET MEZZANINE PARTNERS III, L.P., the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Stacey L Thorne
Notary Public

My Commission Expires: 1/23/2010

STACEY L THORNE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01TH6140167
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 01/23/2010

Schedule A

The Fuller Brush Company Trademarks

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
Canada	ANNIVERSARY	TMA0413639	06/18/93	The Fuller Brush Company
Canada	APPEARANCE PLUS	TMA0323919	02/20/87	The Fuller Brush Company
Canada	AWARD	TMA0128448	10/26/62	The Fuller Brush Company
Canada	BIG BEAR	TMA0260686	07/10/81	The Fuller Brush Company
Canada	CHECKIT	UCA0038499	12/04/50	The Fuller Brush Company
Canada	CLEANCIDE	TMA0136697	07/24/64	The Fuller Brush Company
Canada	COLUMBIA	TMA0168555	03/26/70	The Fuller Brush Company
Canada	COLUMBIA*	TMA121907	4/21/61	The Fuller Brush Company
Canada	CORRIDOR	TMA0295164	09/14/84	The Fuller Brush Company
Canada	CORRIDOR R.P.M. PLUS	TMA0305549	08/02/85	The Fuller Brush Company
Canada	CROSS-LINK	TMA0276549	02/11/83	The Fuller Brush Company
Canada	Design Only (Diamond)	TMA0361717	11/03/89	The Fuller Brush Company
Canada	DIMENSION	TMA0146389	07/29/66	The Fuller Brush Company
Canada	DISCOVERY	TMA0143372	01/07/66	The Fuller Brush Company
Canada	DUST MAGNET	TMA0135761	05/15/64	The Fuller Brush Company
Canada	FINALE	TMA0260561	07/03/81	The Fuller Brush Company
Canada	FOUNDATION	TMA0274063	11/19/82	The Fuller Brush Company
Canada	FRANKLIN'S	UCA0027652	06/26/47	The Fuller Brush Company
Canada	FRESH-UP	TMA0478335	07/09/97	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
Canada	FULLER	TMA0167971	03/06/70	The Fuller Brush Company
Canada	FULLER (& Oval Design)	TMA0170263	07/31/70	The Fuller Brush Company
Canada	FULLER BRUSH COMPANY (& Design)	TMA0278001	03/25/83	The Fuller Brush Company
Canada	FULLER BRUSH (& Grid Design)	TMA0424036	03/04/94	The Fuller Brush Company
Canada	FULLER (In Oval & Design)	TMDA0028493	06/10/21	The Fuller Brush Company
Canada	FULLERTHANE	TMA0413636	06/18/93	The Fuller Brush Company
Canada	FULLERWARE (& Design)	TMA0150647	05/05/67	The Fuller Brush Company
Canada	FULLITE	TMA0274823	12/10/82	The Fuller Brush Company
Canada	FULLQUAT	TMA0218791	02/04/77	The Fuller Brush Company
Canada	FULSAN BLUE	TMA0410092	03/26/93	The Fuller Brush Company
Canada	FULSHINE	TMA0185532	09/15/72	The Fuller Brush Company
Canada	FULSOL	TMA0147812	11/04/66	The Fuller Brush Company
Canada	GUARANTEE	TMA0260585	07/03/81	The Fuller Brush Company
Canada	HOUSE OF FULLER (& F Design)	TMA0170260	07/31/70	The Fuller Brush Company
Canada	HOUSE OF FULLER (& F Design)	TMA0170261	07/31/70	The Fuller Brush Company
Canada	INSTANT D.C.W. (& Design)	TMA0181565	02/25/72	The Fuller Brush Company
Canada	ISLAND DIP	TMA0218786	02/04/77	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
Canada	MACHINE & SHINE	TMA0262896	10/09/81	The Fuller Brush Company
Canada	MARBLEOUS	TMA0167072	12/24/69	The Fuller Brush Company
Canada	MASURY	TMA0167073	12/24/69	The Fuller Brush Company
Canada	MASURY-COLUMBIA	TMA0244516	05/09/80	The Fuller Brush Company
Canada	MOHAWK	TMA0276592	02/11/83	The Fuller Brush Company
Canada	MOHAWK	TMA0271497	08/06/82	The Fuller Brush Company
Canada	MYCO & Design	TMA0171184	09/11/70	The Fuller Brush Company
Canada	ONE STEP	TMA0412813	05/28/93	The Fuller Brush Company
Canada	PROPANE BUFF	TMA0413898	06/25/93	The Fuller Brush Company
Canada	PTM	TMA0413640	06/18/93	The Fuller Brush Company
Canada	Q-99	TMA0167074	12/24/69	The Fuller Brush Company
Canada	SAFETY SHEEP	TMA0413637	06/18/93	The Fuller Brush Company
Canada	SHAKEDOWN	TMA0266553	02/12/82	The Fuller Brush Company
Canada	SNAP BACK	TMA0328830	06/12/87	The Fuller Brush Company
Canada	SPRING DAY	TMA0167077	12/24/69	The Fuller Brush Company
Canada	SUPER FULLERPHENE	TMA0413638	06/18/93	The Fuller Brush Company
Canada	SUPER QUAT	TMA0285575	12/02/83	The Fuller Brush Company
Canada	TARGET	TMA0278398	03/31/83	The Fuller Brush Company
Dominican	ENCHANTE	Not Available**	Not Available**	The Fuller Brush Company
Dominican	VINCE	Not Available**	Not Available**	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
France	FULLER (& Design)	1282323	Not Available**	The Fuller Brush Company
Germany	FULLER	807642	08/02/65	The Fuller Brush Company
Hong Kong	FULLER (& Design)	1969B0874	06/10/65	The Fuller Brush Company
Hong Kong	FULLER (& Design)	1969B0875	06/10/65	The Fuller Brush Company
Italy	FULLER (and Design)	(437 2004 MO)	(07/09/2004)	The Fuller Brush Company
Italy	FULLER (and Design)	691110	10/21/96	The Fuller Brush Company
Italy	FULLER (and Design)	460652	01/12/87	The Fuller Brush Company
Italy	FULLER (and Design)	414496	03/10/86	The Fuller Brush Company
Jamaica	CHARTER (& Design)	Not Available**	Not Available**	The Fuller Brush Company
Jamaica	CHARTER (& Design)	Not Available**	Not Available**	The Fuller Brush Company
Jamaica	CHARTER (& Design)	Not Available**	Not Available**	The Fuller Brush Company
Japan	FULLER (In An Oval)	1966800	07/23/87	The Fuller Brush Company
Japan	FULLER (In An Oval)	1818855	11/29/85	The Fuller Brush Company
Japan	FULLER (In An Oval)	2054486	06/24/88	The Fuller Brush Company
Japan	FULLER (In An Oval)	1734182	12/20/84	The Fuller Brush Company
Mexico	AQUATRAZ	467002	07/19/94	The Fuller Brush Company
Mexico	BREAK THRU	466696	06/15/94	The Fuller Brush Company
Mexico	CONQUEST	486877	04/10/95	The Fuller Brush Company
Mexico	(Design Only- Diamond)	448897	12/13/93	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
Mexico	FINALE	467005	07/19/94	The Fuller Brush Company
Mexico	GUARANTEE	467001	07/19/94	The Fuller Brush Company
Mexico	MASURY COLUMBIA	438857	08/04/93	The Fuller Brush Company
Mexico	MR CONCENTRATE	467254	07/20/94	The Fuller Brush Company
Mexico	MYCOBREEZE	470074	08/17/94	The Fuller Brush Company
Mexico	NULIFE	467003	07/19/94	The Fuller Brush Company
Mexico	SPRING DAY	467004	07/19/94	The Fuller Brush Company
Mexico	SUPER STRIPPER GOLD	466695	07/15/94	The Fuller Brush Company
Mexico	TRUCE	467006	07/19/94	The Fuller Brush Company
[Puerto Rico	F HOUSE OF FULLER	Not Available**	Not Available**	The Fuller Brush Company]
[Puerto Rico	FULLER (& Design)	Not Available**	Not Available**	The Fuller Brush Company]
[Puerto Rico	FULLER (& Design)	Not Available**	Not Available**	The Fuller Brush Company]
[Puerto Rico	MI BEBE (& Design)	64,362	06/30/05	Fuller Brush, Inc.]
[Puerto Rico	ENCHANTE	64,364	05/31/05	Fuller Brush, Inc.]
[Puerto Rico	ENCHANTE' (& Design)	34,206	12/31/94	Fuller Brush, Inc.]
Spain	F HOUSE OF FULLER (& Design)	468617M	04/11/67	The Fuller Brush Company
Spain	FULLER (& Design)	468613M	04/14/67	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
Spain	FULLER (& Design)	468616M	Not Available**	The Fuller Brush Company
Spain	FULLER (& Design)	468615M	01/13/67	The Fuller Brush Company
Spain	FULLER (& Design)	468614M	04/11/67	The Fuller Brush Company
U.K	FULLER (Stylized)	479284	Not Available**	The Fuller Brush Company
U.S.	A FULLER LIFE	2,239,047	4/13/99	The Fuller Brush Company
U.S.	APPEARANCE	2,017,480	11/19/96	The Fuller Brush Company
U.S.	APPEARANCE 2000	2,017,464	11/19/96	The Fuller Brush Company
U.S.	APPEARANCE PLUS	2,017,463	11/19/96	The Fuller Brush Company
U.S.	AURORA	1,842,237	06/28/94	The Fuller Brush Company
U.S.	BRISTLECOMB	520,726	02/07/50	The Fuller Brush Company
U.S.	(Design Only - Bubble House Logo)	3,078,971	04/11/06	The Fuller Brush Company
U.S.	BULLY	2,354,552	06/06/00	The Fuller Brush Company
U.S.	BULLY BRUSH (and design)	2,356,640	06/13/00	The Fuller Brush Company
U.S.	CHECKIT	2,229,901	03/09/99	The Fuller Brush Company
U.S.	CLEARINSE	724,640	11/28/61	The Fuller Brush Company
U.S.	CONQUEST	944,403	10/10/72	The Fuller Brush Company
U.S.	CROSS LINK II	1,232,445	03/29/83	The Fuller Brush Company
U.S.	D.C.W	2,244,761	05/11/99	The Fuller Brush Company
U.S.	DE-FENSE	1,012,766	06/10/75	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
U.S.	(Design Only - Diamond)	1,343,722	06/25/85	The Fuller Brush Company
U.S.	DISAPPEAR	1,179,745	12/01/81	The Fuller Brush Company
U.S.	DUST MAGNET	692,208	01/26/60	The Fuller Brush Company
U.S.	EXTENDER	2,356,641	06/13/00	The Fuller Brush Company
U.S.	FINALE	1,664,657	11/19/91	The Fuller Brush Company
U.S.	FORMULA 900	662,918	06/10/58	The Fuller Brush Company
U.S.	FOUNDATION	1,228,084	02/22/83	The Fuller Brush Company
U.S.	FRANKLIN CLEANING TECHNOLOGY (and Design)	2,504,830	11/06/01	The Fuller Brush Company
U.S.	FRANKLIN'S (Stylized)	558,216	04/29/52	The Fuller Brush Company
U.S.	FRANKLIN'S (Stylized)	558,254	04/29/52	The Fuller Brush Company
U.S.	FRIENDLY AIR	1,265,551	01/31/84	The Fuller Brush Company
U.S.	FUL-AIRE	587,665	03/30/54	The Fuller Brush Company
U.S.	FULBRITE (Stylized)	623,314	03/20/56	The Fuller Brush Company
U.S.	FULL FRESH	1,185,396	01/12/82	The Fuller Brush Company
U.S.	FULLANCHOR (Stylized)	572,027	03/17/53	The Fuller Brush Company
U.S.	FULLCLEAN (Stylized)	627,987	05/29/56	The Fuller Brush Company
U.S.	FULLDUTY (Stylized)	623,313	03/20/56	The Fuller Brush Company
U.S.	FULLER	1,402,725	07/29/86	The Fuller Brush Company
U.S.	FULLER (and Design)	527,098	07/04/50	The Fuller Brush Company
U.S.	FULLER (and Design)	539,836	03/27/51	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
U.S.	FULLER (and Design)	528,990	08/15/50	The Fuller Brush Company
U.S.	FULLER (and Design)	531,093	09/19/50	The Fuller Brush Company
U.S.	FULLER (and Design)	815,837	09/27/66	The Fuller Brush Company
U.S.	FULLER (and Design)	815,704	09/27/66	The Fuller Brush Company
U.S.	FULLER (and Design)	815,666	09/27/66	The Fuller Brush Company
U.S.	FULLER (and Design)	815,675	09/27/66	The Fuller Brush Company
U.S.	FULLER (and Design)	815,805	9/27/66	The Fuller Brush Company
U.S.	FULLER (and Design)	815,939	9/27/66	The Fuller Brush Company
U.S.	FULLER BRUSH	2,756,149	08/26/03	The Fuller Brush Company
U.S.	FULLER BRUSH	2,866,580	07/27/04	The Fuller Brush Company
U.S.	FULLER BRUSH	2,866,581	07/27/04	The Fuller Brush Company
U.S.	FULLERGRIPT (Stylized)	531,868	10/10/50	The Fuller Brush Company
U.S.	FULLGUARD	1,006,113	03/04/75	The Fuller Brush Company
U.S.	FULLPOWER	1,201,693	07/20/82	The Fuller Brush Company
U.S.	FULLSCRUB	1,202,476	07/27/82	The Fuller Brush Company
U.S.	FULLSHEEN	877,570	09/23/69	The Fuller Brush Company
U.S.	FULLSPARKLE	774,321	08/04/64	The Fuller Brush Company
U.S.	FULLSPEED	724,324	11/21/61	The Fuller Brush Company
U.S.	FULLSTRIP (Stylized)	1,409,127	09/16/86	The Fuller Brush Company
U.S.	FULLSUDS	1,513,296	11/22/88	The Fuller Brush Company
U.S.	FULLSUDS	1,227,091	02/08/83	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
U.S.	FUL-TUBE (Stylized)	622,918	03/13/56	The Fuller Brush Company
U.S.	FUL-SCAT (Stylized)	629,336	06/26/56	The Fuller Brush Company
U.S.	FULSOL (Stylized)	622,830	03/06/56	The Fuller Brush Company
U.S.	GLISSENITE	507,711	03/15/49	The Fuller Brush Company
U.S.	G-O-E-S	1,253,524	10/11/83	The Fuller Brush Company
U.S.	GRAND-PRIX	786,981	03/23/65	The Fuller Brush Company
U.S.	GUARANTEE	1,728,818	11/03/92	The Fuller Brush Company
U.S.	HACK-IT	1,250,131	09/06/83	The Fuller Brush Company
U.S.	HARDWEAR	1,320,263	02/19/85	The Fuller Brush Company
U.S.	HETRAPHENE	727,110	01/30/62	The Fuller Brush Company
U.S.	HI-GENIC	1,824,035	03/01/94	The Fuller Brush Company
U.S.	HOUSE OF FULLER	2,239,082	04/13/99	The Fuller Brush Company
U.S.	HOUSE OF FULLER	2,239,083	04/13/99	The Fuller Brush Company
U.S.	HOUSE OF FULLER	2,261,266	07/13/99	The Fuller Brush Company
U.S.	LIGHTNING BLEND SYSTEM	1,873,532	01/17/95	The Fuller Brush Company
U.S.	LUSTREBRUSH	1,340,805	06/11/85	The Fuller Brush Company
U.S.	MASURY+COLUMBIA	2,376,619	08/15/00	The Fuller Brush Company
U.S.	MINI-MOVER	2,277,874	09/14/99	The Fuller Brush Company
U.S.	MIRAGE	1,320,299	02/19/85	The Fuller Brush Company
U.S.	MISER	2,277,875	09/14/99	The Fuller Brush Company
U.S.	MOHAWK (Stylized)	392,336	12/23/41	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
U.S.	MYCO (and Design)	710,398	01/31/61	The Fuller Brush Company
U.S.	MYCO (and Design)	710,703	01/31/61	The Fuller Brush Company
U.S.	MYCO TRAZSEAL	406,901	05/09/44	The Fuller Brush Company
U.S.	MYCOBRITE	371,700	10/03/39	The Fuller Brush Company
U.S.	NATURE'S CHOICE	1,955,247	02/06/96	The Fuller Brush Company
U.S.	NATURE'S CHOICE (and Design)	1,824,822	03/08/94	The Fuller Brush Company
U.S.	NATURE'S CHOICE	1,912,157	08/15/95	The Fuller Brush Company
U.S.	NO MATCH	1,132,521	04/08/80	The Fuller Brush Company
U.S.	NOVA	2,234,840	03/23/99	The Fuller Brush Company
U.S.	OCEANESCE	2,111,990	11/11/97	The Fuller Brush Company
U.S.	ODOR-SHIELD	1,106,989	11/28/78	The Fuller Brush Company
U.S.	OUT-STRIP	1,251,386	09/20/83	The Fuller Brush Company
U.S.	PARAGON	973,167	11/20/73	The Fuller Brush Company
U.S.	PERFORMANCE	2,167,516	06/23/98	The Fuller Brush Company
U.S.	PREPARE	2,181,513	08/11/98	The Fuller Brush Company
U.S.	QUASAR	2,032,668	01/21/97	The Fuller Brush Company
U.S.	REACT	1,320,300	02/19/85	The Fuller Brush Company
U.S.	RESTORIT	662,096	05/27/58	The Fuller Brush Company
U.S.	RINSE AWAY	2,179,598	08/04/98	The Fuller Brush Company
U.S.	SENTINEL	1,089,494	04/18/78	The Fuller Brush Company
U.S.	SEVENTY-7	1,071,249	08/16/77	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
U.S.	SHAKEDOWN	1,171,927	10/06/81	The Fuller Brush Company
U.S.	SOFTHAIR (stylized)	2,386,614	09/12/00	The Fuller Brush Company
U.S.	SPEED WAX (and Design)	295,027	06/14/32	The Fuller Brush Company
U.S.	SPEEDSOPE (Stylized)	306,611	09/26/33	The Fuller Brush Company
U.S.	SPRAY N' SPARKLE	826,537	03/28/67	The Fuller Brush Company
U.S.	SPRING DAY	719,769	08/08/61	The Fuller Brush Company
U.S.	T.E.T.	2,086,503	08/05/97	The Fuller Brush Company
U.S.	HEALTH SALUD REACTIVITY REACTIVIDAD FLAMMABILITY INFLAMMABLIDAD (and Design)	2,121,199	12/16/97	The Fuller Brush Company
U.S.	THE FULLER BRUSH COMPANY (and Design)	2,880,758	09/07/04	The Fuller Brush Company
U.S.	THE FULLER BRUSH COMPANY (and Design)	2,896,619	10/26/04	The Fuller Brush Company
U.S.	THE FULLER BRUSH COMPANY (and Design)	2,864,212	07/20/04	The Fuller Brush Company
U.S.	TIARA	762,879	01/07/64	The Fuller Brush Company
U.S.	TIME-OUT	1,279,533	05/29/84	The Fuller Brush Company
U.S.	TRUMIX	2,787,630	11/25/03	The Fuller Brush Company
U.S.	TRUMIX	2,748,964	08/05/03	The Fuller Brush Company
U.S.	TRUMIX	2,754,517	08/19/03	The Fuller Brush Company
U.S.	UNIPOUR	1,695,173	06/16/92	The Fuller Brush Company

Country	Trademark	Registration #/ (Application #)	Registration Date/ (Application Date)	Owner
U.S.	X-TRACT 320	2,231,161	05/09/99	The Fuller Brush Company
U.S.	X-TRAX	2,004,362	10/01/96	The Fuller Brush Company

* Expunged.
** Information is not available on our on-line IP database.

113287.00013/3695836.2

SCHEDULE B

PATENTS

None.

THE PROVISIONS, TERMS AND CONDITIONS CONTAINED IN THIS GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE TO CERTAIN SENIOR INDEBTEDNESS OWING BY GRANTORS TO LASALLE BUSINESS CREDIT, LLC, IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF APRIL 13, 2007 AMONG GRANTOR, CERTAIN AFFILIATES OF GRANTOR, LASALLE BUSINESS CREDIT, LLC AND FIFTH STREET MEZZANINE PARTNERS III, L.P. AND EACH GRANTEE OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Allied Diagnostic Imaging Resources, Inc., a Delaware corporation ("**Grantor**") owns the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith, and the patents and patent applications, in each case as set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, FIFTH STREET MEZZANINE PARTNERS III, L.P. having its principal offices at 445 Hamilton Avenue, Suite 1206White Plains, New York 10601 (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of April 13, 2007, among the Grantor, its affiliates and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

GRANTOR:

Allied Diagnostic Imaging Resources, Inc.,
a Delaware corporation

By: _____
Name: JAMES W. PENBROKE
Title: CHIEF ACCOUNTING OFFICER & SECRETARY

LENDER:

FIFTH STREET MEZZANINE PARTNERS III, L.P., a Delaware limited partnership

By: FSMPIII GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Leonard Tannenbaum
Title: Managing Member

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

GRANTOR:

Allied Diagnostic Imaging Resources, Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

LENDER:

FIFTH STREET MEZZANINE PARTNERS III, L.P., a Delaware limited partnership

By: FSMPIII GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Leonard Tannenbaum
Title: Managing Member

STATE OF New York)
)
COUNTY OF Monroe)

On this 12th day of April, 2007, before me personally came Jack W. Peshkolle, to me known, who, being by me duly sworn did depose and say that he is the Secretary of Allied Diagnostic Imaging Resources, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: 5/21/07

THOMAS J WELDGEN
Notary Public - State of New York
NO. 01WE4613122
Qualified in Monroe County
My Commission Expires _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of April, 2007, before me personally came Leonard Tannenbaum, to me known, who, being by me duly sworn did depose and say that he is a managing member of FSMP III GP, LLC, the general partner of FIFTH STREET MEZZANINE PARTNERS III, L.P., the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:_____

STATE OF _____)
)
COUNTY OF_____)

On this ____ day of April, 2007, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of Allied Diagnostic Imaging Resources, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:_____

STATE OF New York)
)
COUNTY OF Westchester

On this 12 day of April, 2007, before me personally came Leonard Tannenbaum, to me known, who, being by me duly sworn did depose and say that he is a managing member of FSMP III GP, LLC, the general partner of FIFTH STREET MEZZANINE PARTNERS III, L.P., the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Stacey L Thorne
Notary Public

My Commission Expires: 1/23/2010

STACEY L THORNE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01TH6140187
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 01/23/2010

Schedule A

Allied Diagnostic Imaging Resources, Inc. Trademarks

Country	Trademark	Registration #	Issue Date	Owner
U.S.	A & B (and Design)	1,763,900	4/13/93	Allied Diagnostic Imaging Resources, Inc.
U.S.	BIPAK	1,616,329	10/09/90	Allied Diagnostic Imaging Resources, Inc.
U.S.	REDI-CHEM	1,530,413	03/21/89	Allied Diagnostic Imaging Resources, Inc.
U.S.	A (stylized)	1,232,410	3/29/83	Allied Diagnostic Imaging Resources, Inc.
U.S.	B (stylized)	1,232,409	3/29/83	Allied Diagnostic Imaging Resources, Inc.
U.S.	HANDI-CHEM	1,224,732	01/25/83	Allied Diagnostic Imaging Resources, Inc.
U.S.	AUTEX	1,224,731	01/25/83	Allied Diagnostic Imaging Resources, Inc.
U.S.	REDI-EASE	2,336,172	3/28/00	Allied Diagnostic Imaging Resources, Inc.
U.S.	TREPAN	1,267,485	02/21/84	Allied Diagnostic Imaging Resources, Inc.*
U.S.	TRELUX	1,260,705	12/13/83	Allied Diagnostic Imaging Resources, Inc.*
China**	TREBLA	1,236,199	01/07/99	Not Available
China**	TREBLA	1,246,045	02/14/99	Not Available
China**	ELECTRLYTIC SILVER RECOVERY UNITS	1,288,746	06/28/99	Not Available

* Beneficial owner.

** Information on China is not available on our on-line IP database.

Schedule B

Allied Diagnostic Imaging Resources, Inc. Patents

Country	Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner
Brazil	One-part bleach-fix liquid concentrates	001692	06/08/04	Allied Diagnostic Imaging Resources, Inc.**
Brazil	Photographic Color Developer Replenishing Concentrates	981357	06/08/04	Allied Diagnostic Imaging Resources, Inc.**
Japan	One-part bleach-fix liquid concentrates	(2003529789)*	(12/18/00)	Allied Diagnostic Imaging Resources, Inc.**
Japan	Photographic Color Developer Replenishing Concentrates	(2002509623)*	(01/29/98)	Allied Diagnostic Imaging Resources, Inc.**
Canada	Photographic Color Developer Replenishing Concentrates	2277272***	07/02/02	Allied Diagnostic Imaging Resources, Inc.**
Canada	Apparatus and method for recovery of silver	2168342***	12/12/00	Allied Diagnostic Imaging Resources, Inc.**
Canada	One-part bleach-fix liquid concentrates	2341287***	01/01/02	Allied Diagnostic Imaging Resources, Inc.**
U.S.	Apparatus and method for recovery of silver	5458024	10/17/95	Allied Diagnostic Imaging Resources, Inc.**
U.S.	Concentrated photographic developing slurries	5869226***	02/09/99	Allied Diagnostic Imaging Resources, Inc.**
U.S.	Photographic color developer replenishing concentrates	5891609***	04/06/99	Allied Diagnostic Imaging Resources, Inc.**
U.S.	One-part bleach-fix liquid concentrates	6221570	04/24/01	Allied Diagnostic Imaging Resources, Inc.**

* Status unknown. ** Beneficial owner. *** Expired/lapsed.

TRADEMARK
REEL: 003523 FRAME: 0642

THE PROVISIONS, TERMS AND CONDITIONS CONTAINED IN THIS GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE TO CERTAIN SENIOR INDEBTEDNESS OWING BY GRANTORS TO LASALLE BUSINESS CREDIT, LLC, IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF APRIL 13, 2007 AMONG GRANTOR, CERTAIN AFFILIATES OF GRANTOR, LASALLE BUSINESS CREDIT, LLC AND FIFTH STREET MEZZANINE PARTNERS III, L.P. AND EACH GRANTEE OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, CPAC, Inc., a New York corporation ("**Grantor**") owns the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith, and the patents and patent applications, in each case as set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, FIFTH STREET MEZZANINE PARTNERS III, L.P. having its principal offices at 445 Hamilton Avenue, Suite 1206White Plains, New York 10601 (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of April 13, 2007, among the Grantor, its affiliates and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

TRADEMARK
REEL: 003523 FRAME: 0643

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

GRANTOR:

CPAC, Inc.,
a New York corporation

By: _____
Name: James W. Pembroke
Title: Secretary & Chief Accounting Officer

LENDER:

FIFTH STREET MEZZANINE PARTNERS III, L.P., a Delaware limited partnership

By: FSMPIII GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Leonard Tannenbaum
Title: Managing Member

TRADEMARK
REEL: 003523 FRAME: 0644

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Liabilities (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date first written above.

GRANTOR:

CPAC, Inc.,
a New York corporation

By: _____
Name: _____
Title: _____

LENDER:

FIFTH STREET MEZZANINE PARTNERS III, L.P., a Delaware limited partnership

By: FSMPIII GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Leonard Tannenbaum
Title: Managing Member

STATE OF New York)
)
COUNTY OF Monroe)

On this 27th day of April, 2007, before me personally came James W Peabody, to me known, who, being by me duly sworn did depose and say that he is the Executive of CPAC, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: 5/24/07

THOMAS J WELDGEN
Notary Public - State of New York
NO. 01WE4613122
Qualified In Monroe County
My Commission Expires _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of April, 2007, before me personally came Leonard Tannenbaum, to me known, who, being by me duly sworn did depose and say that he is a managing member of FSMP III GP, LLC, the general partner of FIFTH STREET MEZZANINE PARTNERS III, L.P., the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:_____

STATE OF _____)
)
COUNTY OF_____)

On this ____ day of April, 2007, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of CPAC, Inc., the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires:_____

STATE OF New York)
)
COUNTY OF Westchester

On this 12 day of April, 2007, before me personally came Leonard Tannenbaum, to me known, who, being by me duly sworn did depose and say that he is a managing member of FSMP III GP, LLC, the general partner of FIFTH STREET MEZZANINE PARTNERS III, L.P., the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Stacey L Thorne
Notary Public

My Commission Expires: 1/23/2010

STACEY L THORNE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01TH6140167
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 01/23/2010

Schedule A

CPAC, Inc. Trademarks

Country	Trademark	Registration #	Registration Date	Owner
U.S.	PRS (and Design)	1,635,037	2/12/91	CPAC, Inc.
U.S.	CPAC, INC. (Stylized)	1,210,340	9/28/82	CPAC, Inc.
China*	CPAC	1,238,150	1/14/99	Not Available
U.S.	SILVPAC (Stylized)	1,224,018	1/18/83	CPAC, Inc.
China*	CPAC, INC.	1,288,747	6/28/99	Not Available
U.S.	PERFECTVIEW	1,552,735	8/22/99	CPAC, Inc.
U.S.	LUMINOSA	2,521,307	12/18/01	CPAC, Inc.

* Information on China is not available on our on-line IP database.

Schedule B

CPAC, Inc. Patents

Country	Patent Title	Patent #	Issue Date	Owner
US	Electrolytic Processor	4804452*	2/14/1989	CPAC, Inc.
US	Metal Recovery Apparatus	5873986	2/23/1999	CPAC, Inc.

*Expired.

113287.00013/3696134.2

RECORDED: 04/17/2007

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