

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ContinentalAFA Dispensing Company		05/15/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harbinger Capital Partners Master Fund I, Ltd.
Street Address:	555 Madison Avenue
Internal Address:	16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3196646	CA
Registration Number:	3193890	CA CONTINENTALAFA
Registration Number:	2457662	FLEXPUMP
Registration Number:	3134490	
Registration Number:	2729397	LUXOR
Registration Number:	1637413	
Registration Number:	2877406	
Registration Number:	2912793	
Registration Number:	1817741	
Serial Number:	78740201	WATERSHIELD

CORRESPONDENCE DATA

Fax Number: (202)756-9299

900079412

**TRADEMARK
 REEL: 003562 FRAME: 0392**

CH \$265.00 3196646

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

Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 944935
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	06/15/2007

Total Attachments: 18

source=Continental_harbinger_tm10#page1.tif
source=Continental_harbinger_tm10#page2.tif
source=Continental_harbinger_tm10#page3.tif
source=Continental_harbinger_tm10#page4.tif
source=Continental_harbinger_tm10#page5.tif
source=Continental_harbinger_tm10#page6.tif
source=Continental_harbinger_tm10#page7.tif
source=Continental_harbinger_tm10#page8.tif
source=Continental_harbinger_tm10#page9.tif
source=Continental_harbinger_tm10#page10.tif
source=Continental_harbinger_tm10#page11.tif
source=Continental_harbinger_tm10#page12.tif
source=Continental_harbinger_tm10#page13.tif
source=Continental_harbinger_tm10#page14.tif
source=Continental_harbinger_tm10#page15.tif
source=Continental_harbinger_tm10#page16.tif
source=Continental_harbinger_tm10#page17.tif
source=Continental_harbinger_tm10#page18.tif

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated as of May 15, 2007, is by and between ContinentalAFA Dispensing Company, a Delaware corporation, ("Debtor"), with its chief executive office at 27 Guenther Boulevard, St. Peters, Missouri 63376, and Harbinger Capital Partners Master Fund I, Ltd., a Cayman Islands corporation, in its capacity as agent pursuant to the Harbinger Notes (as hereinafter defined) acting for and on behalf of the parties thereto as holders (in such capacity, "Agent"), having an office at 555 Madison Avenue, 16th Floor, New York, New York 10022.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and may be using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Agent and the holders under the Harbinger Notes (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) have made loans and provided other financial accommodations to Debtor as set forth in (i) that certain Secured Promissory Note dated May 15, 2007 issued by Debtor, Continental Sprayers International, Inc. ("CSI"), and AFA Products, Inc. ("AFA Products") (each of Debtor, CSI and AFA Products, individually, a "Borrower, and collectively, the "Borrowers") to Harbinger Capital Partners Master Fund I, Ltd. in the original principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) and (ii) that certain Secured Promissory Note dated May 15, 2007 issued by the Borrowers to Harbinger Capital Partners Special Situations Fund, L.P. in the original principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (such Secured Promissory Notes, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Harbinger Notes") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Harbinger Notes, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Harbinger Notes and the other Financing Agreements and to make loans and provide other financial accommodations to Debtor and certain of its affiliates pursuant thereto, Debtor has agreed to grant to Agent certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the obligations of Debtor and the other Borrowers under the Harbinger Notes (the "Obligations"), Debtor hereby grants to Agent (for itself and on behalf of the Lenders) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent, for itself and the benefit of the Lenders, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Agent and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) Except for Trademarks that are abandoned or otherwise not maintained in accordance with Section 3(i) hereof, all of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Except as expressly permitted

under Section 3(i) hereof, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Harbinger Notes, (ii) the security interests permitted under the Senior Credit Agreement or the Harbinger Notes, and (iii) the non-exclusive licenses entered into from time to time in the ordinary course of business.

(c) Except for Trademarks that are abandoned or otherwise not maintained in accordance with Section 3(i) hereof, Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted in the Senior Credit Agreement, herein or in the Harbinger Notes. Nothing in this Agreement shall be deemed a consent by Agent or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Except for Trademarks that are abandoned or otherwise not maintained in accordance with Section 3(i) hereof, Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office, or corresponding government offices in countries other than the United States of America.

(e) As of the date hereof, (i) Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and (ii) has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder. Agent shall not use any such Special Power of Attorney unless an Event of Default has occurred and is continuing.

(g) Upon the occurrence and during the continuance of an Event of Default, Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which

payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Harbinger Notes and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Agent five (5) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Agent.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any other Borrower, (ii) such Trademark has not been used in the business of Debtor or any other Borrower for a period of three (3) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any other Borrower, and (iv) no Event of Default shall have occurred as of such time. Promptly upon Agent's request, Debtor shall notify Agent if it knows of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Agent shall, in good faith, determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to protect Agent's security interest in the Collateral.

(k) To Debtor's knowledge on the date hereof, no material infringement or unauthorized use presently is being made of any of the Trademarks that would materially adversely affect the fair market value of the Collateral or the benefits of this Agreement granted to Agent and Lenders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. To Debtor's knowledge, there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party which result could reasonably be expected to have a Material Adverse Effect. Debtor shall promptly notify Agent if Debtor learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark in any material respect. Upon the occurrence and during the continuance of an Event of Default, if requested by Agent, Debtor, at Debtor's expense, shall join with Agent in

such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any other Borrower) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any other Borrower), except arising from the gross negligence or willful misconduct of Agent or any Lender. The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Harbinger Notes.

(m) Debtor shall promptly pay Agent and Lenders for any and all expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Harbinger Notes is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Lenders, whether provided under this Agreement, the Harbinger Notes, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any other Borrower make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any other Borrower or for such other bona fide business reason as Agent may in good faith determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its good faith discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency. In the event that Debtor receives proceeds of Collateral in connection with the exercise by Agent of any of its rights or remedies hereunder, Agent shall apply such proceeds to the Obligations in accordance with the terms of the Harbinger Notes and, after the full and indefeasible payment of the Obligations (other than unasserted contingent indemnification obligations), Agent shall remit such remaining proceeds (if any) to Debtor or such other Person that may be legally entitled thereto.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes (but not taxes on income), fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Agent and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its discretion determine. Debtor shall remain liable to Agent and the other Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Harbinger Notes.

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Agent's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Lender in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Agent against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and any of the other Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or any of the other Lenders. In any such litigation, Agent and each of the other Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission (with a copy sent by nationally recognized overnight courier service), immediately upon sending of such facsimile transmission and upon confirmation of receipt of such facsimile transmission; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

ContinentalAFA Dispensing Company
27 Guenther Boulevard
St. Peters, Missouri 63376
Attention: Chief Financial Officer
Telephone: 636-397-6840
Telecopier: 636-970-2151

with a copy to:

Lewis, Rice & Fingersh, L.C.
500 North Broadway, Suite 2000
St. Louis, Missouri 63102-2147
Attention: Steven C. Drapekin, Esq.
Telephone No.: 314-444-7692
Telecopy No.: 314-612-7692

If to Agent:

Harbinger Capital Partners Master Fund I,
Ltd.
555 Madison Avenue, 16th Floor
New York, New York 10022
Attention: Joseph Cleverdon
Telephone No.: 212-508-3726
Telecopy No.: 212-508-3721

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Harbinger Notes. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, or any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent. Neither Agent nor any of the other Lenders shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(g) This Agreement is subject to, and subordinated in the manner set forth in, that certain Intercreditor and Subordination Agreement dated May 15, 2007 ("Intercreditor Agreement")

among the Agent under the Senior Credit Agreement, the lenders party to the Senior Credit Agreement, Harbinger Capital Partners Master Fund I, Ltd., individually and as Agent and Harbinger Capital Partners Special Situations Fund, L.P., as amended, restated or replaced from time to time. In the event of any inconsistency with the terms of this Agreement or any other Financing Agreements and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

CONTINENTALAFA DISPENSING COMPANY

By: Colleen J. Morgan

Name: Colleen J. Morgan

Title: Executive Vice President, Chief Financial Officer and Secretary

HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD., as Agent

By: Harbinger Capital Partners Offshore Manager LLC, its Investment Manager

By: _____

Name:

Title:

[Signature Page for Trademark Agreement]

TRADEMARK
REEL: 003562 FRAME: 0404

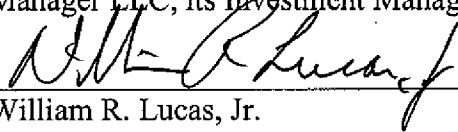
IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

CONTINENTALAFA DISPENSING COMPANY

By: _____
Name: Colleen J. Morgan
Title: Executive Vice President, Chief Financial
Officer and Secretary

HARBINGER CAPITAL PARTNERS MASTER
FUND I, LTD., as Agent

By: Harbinger Capital Partners Offshore
Manager LLC, its Investment Manager

By: 
Name: William R. Lucas, Jr.
Title: Senior Vice President

[Signature Page for Trademark Agreement]

CITY OF ST. LOUIS)
) ss.:
STATE OF MISSOURI)

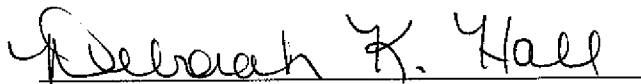
On this 6 day of ^{June}~~May~~, 2007, before me personally came Colleen J. Morgan, to me known, who being duly sworn, did depose and say, that she is the Executive Vice President, Chief Financial Officer and Secretary of ContinentalAFA Dispensing Company, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.



Notary Public

STATE OF ALABAMA)
) ss.:
COUNTY OF SHELBY)

On this 1st day of June, 2007, before me personally came **William R. Lucas, Jr.**, to me known, who, being duly sworn, did depose and say, that he is a **Senior Vice President** of Harbinger Capital Partners Offshore Manager, LLC, the Investment Manager of Harbinger Capital Partners Master Fund I, Ltd., the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.



Deborah K. Hall
Notary Public
Commission Expires: April 26, 2010

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date
Canada	TRIGGER SPRAYER DESIGN	647594	12/21/89	409654	03/19/93
Canada	TRIGGER SPRAYER DESIGN	647597	12/21/89	409655	03/19/93
United States	CA LOGO	78/832978	03/09/06	3196646	01/09/07
United States	CONTINENTAL AFA (stylized and/or with design)	78/832973	03/09/06	3193890	01/02/07
United States	FLEXPUMP	75/428647	02/04/98	2457662	06/05/01
United States	LOTION PUMP HEAD (TRADE DRESS)	78/543796	01/07/05	3134490	08/22/06
United States	LUXOR	75/507258	6/23/98	2729397	6/24/03
United States	MISCELLANEOUS DESIGN	73/795904	04/26/89	1637413	03/12/91
United States	STYLIZED OR DESIGN FORMAT (Trademark of Model #3333 - Sprayer) Miscellaneous Design	78/259834	06/09/03	2877406	08/24/04
United States	STYLIZED OR DESIGN FORMAT (Trademark of Model #7600 - Sprayer)	78/259845	06/09/03	2912793	12/21/04
United States	TRIGGER SPRAYER DESIGN	74/163466	05/03/91	1817741	01/25/94
United States	WATER SHIELD	78/740201	10/25/05		

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

None

**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

CITY OF ST. LOUIS)
) ss.:
STATE OF MISSOURI)

KNOW ALL MEN BY THESE PRESENTS, that ContinentalAFA Dispensing Company (“Debtor”), having an office at 27 Guenther Boulevard, St. Peters, Missouri 63376, hereby appoints and constitutes, severally, Harbinger Capital Partners Master Fund I, Ltd., as Agent (“Agent”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Agent.

Dated: May __, 2007

CONTINENTALAFA DISPENSING COMPANY

By: _____
Name: Colleen J. Morgan
Title: Executive Vice President, Chief Financial
Officer and Secretary

C-1

C:\Documents and Settings\kdw\Local
Settings\Temporary Internet Files\OLK15\NYC-
#1483282-v4-Trademark_Security_Agreement_-
ContinentalAFA(Harbinger).DOC

CITY OF ST. LOUIS)
) ss.:
STATE OF MISSOURI)

On this ____ day of May, 2007, before me personally came Colleen J. Morgan, to me known, who being duly sworn, did depose and say, that she is the Executive Vice President, Chief Financial Officer and Secretary of ContinentalAFA Dispensing Company, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

Notary Public