

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
The Evercare Company		07/03/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX Finance Corp., as Administrative Agent
Street Address:	1717 Main Street
Internal Address:	Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	2596120	DRYEL
Registration Number:	2186197	DRYEL
Registration Number:	2207704	DRYEL
Registration Number:	2215509	
Registration Number:	2508189	DRYEL WEAR IT WELL
Registration Number:	2215510	
Registration Number:	3423921	COMFORT CHOICE
Registration Number:	3413691	COMFORT FOAM TECHNOLOGY
Registration Number:	3427896	PREMIUM CHOICE
Registration Number:	3423928	PREMIUM PROTECTION TECHNOLOGY
Registration Number:	3423923	SENSITIVE CHOICE
Registration Number:	3423922	ULTIMATE CHOICE
Registration Number:	3413692	ULTIMATE GUARD TECHNOLOGY

OP \$1240.00 2596120

Registration Number:	3225621	ILLUMISCENTS
Registration Number:	2840267	DRAIN POWER
Registration Number:	2174850	SUPER TAC II
Registration Number:	1457453	SUPER TAC II
Registration Number:	1370191	LINT LIFT-ETTE
Registration Number:	1401233	LINT LIFTER
Registration Number:	1547439	BUZZ-OFF
Registration Number:	2225868	HANDY HELPER
Registration Number:	2378425	PET HAIR PIC-UP
Registration Number:	2225731	BIG DADDY
Registration Number:	2247676	TACKYVAC
Registration Number:	2398760	EVERCARE
Registration Number:	2579754	EVERCARE
Registration Number:	2345235	EVERCARE
Registration Number:	2595277	EVERCARE
Registration Number:	1856783	MAGIK BRUSH
Registration Number:	1855802	STICKY WICKET
Registration Number:	0700517	HELMAC
Registration Number:	0812516	LINT PIC-UP
Registration Number:	1138789	ZIP STRIP
Registration Number:	2855123	SWEEP 'N CLEAN
Registration Number:	3120814	LITTLE THINGS. BIG DIFFERENCES.
Registration Number:	3012046	OPTIMESH
Registration Number:	2986342	LINT PIC-UP AND GO!
Registration Number:	2970313	DURAFRESH
Registration Number:	2985264	ULTRA SCOUR
Registration Number:	3070165	WOOLITE BAGS WASH WITHOUT SNAGS
Registration Number:	3080704	CLOSETRENDS
Registration Number:	3028500	SWEEP 'N STORE
Registration Number:	3031969	TOILET BRUSH WITH A TWIST
Registration Number:	3038026	LINT PIC-UP POP-UP AND GO!
Registration Number:	3077932	AROMA BLENDS
Registration Number:	2548826	PET NECESSITIES
Registration Number:	0854915	ROLL-N-RINSE
Registration Number:	0803865	LINTIE

Registration Number:

0781744

FABRI-COMB

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

6475.001

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

07/16/2008

Total Attachments: 22

source=Evercare Trademark Security Agreement#page1.tif
source=Evercare Trademark Security Agreement#page2.tif
source=Evercare Trademark Security Agreement#page3.tif
source=Evercare Trademark Security Agreement#page4.tif
source=Evercare Trademark Security Agreement#page5.tif
source=Evercare Trademark Security Agreement#page6.tif
source=Evercare Trademark Security Agreement#page7.tif
source=Evercare Trademark Security Agreement#page8.tif
source=Evercare Trademark Security Agreement#page9.tif
source=Evercare Trademark Security Agreement#page10.tif
source=Evercare Trademark Security Agreement#page11.tif
source=Evercare Trademark Security Agreement#page12.tif
source=Evercare Trademark Security Agreement#page13.tif
source=Evercare Trademark Security Agreement#page14.tif
source=Evercare Trademark Security Agreement#page15.tif
source=Evercare Trademark Security Agreement#page16.tif
source=Evercare Trademark Security Agreement#page17.tif
source=Evercare Trademark Security Agreement#page18.tif
source=Evercare Trademark Security Agreement#page19.tif
source=Evercare Trademark Security Agreement#page20.tif
source=Evercare Trademark Security Agreement#page21.tif
source=Evercare Trademark Security Agreement#page22.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 3, 2008, by THE EVERCARE COMPANY, a Delaware corporation ("Grantor"), in favor of ORIX FINANCE CORP., as administrative agent (together with its successors and assigns in such capacity, "Agent") for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor, Agent and various others lenders party thereto from time to time ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaces, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to issue Lender Letters of Credit for the benefit of Grantor and certain of Grantor's affiliates;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Lender Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, together with certain of Grantor's affiliates, shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this 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. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and 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 (as defined in the Collateral Agreement) including, but not limited to, the United States federally registered Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(c) all 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 (ii) injury to the goodwill associated with any Trademark; and

(d) those abandoned trademarks set forth on Schedule II hereto


3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

THE EVERCARE COMPANY

By 
Name Joseph Haurv
Title Chairman

ACCEPTED AND ACKNOWLEDGED BY:

ORIX FINANCE CORP., as Administrative Agent

By _____
Name _____
Title _____


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

THE EVERCARE COMPANY

By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

ORIX FINANCE CORP., as Administrative Agent

By  _____
Name Christopher L. Smith
Title Authorized Representative

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
DRYEL	Anguilla	The Evercare Company	27834	29-Nov-99	3179	3-Apr-00	
DRYEL	Antigua & Barbuda	The Evercare Company	5607	11-Nov-99	5607	25-Jan-02	
DRYEL	Argentina	The Evercare Company	2223488	9-Jun-99	1817408	30-Jan-01	
DRYEL	Aruba	The Evercare Company	N/A	1-Jul-99	20046	5-Aug-99	
DRYEL	Australia	The Evercare Company	770713	20-Aug-98	770713	20-Aug-98	
DRYEL (Double D Device 00)	Australia	The Evercare Company	836567	25-May-00	836567	25-May-00	
DRYEL	Bahamas	The Evercare Company	21712	22-Jun-99	21712	22-Jun-99	
DRYEL	Bahrain	The Evercare Company	1262/2000	10-Jun-00	27718	10-Jun-00	
DRYEL	Barbados	The Evercare Company	N/A	13-Jul-99	81-14613	6-Dec-00	
DRYEL	Belarus	The Evercare Company	19991125	3-Aug-99	14504	6-Nov-01	
DRYEL	Bermuda	The Evercare Company	31122	14-Oct-99	31122	14-Oct-99	
DRYEL	Bermuda	The Evercare Company	30771	18-Jun-99	30771	18-Jun-99	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
DRYEL	Bolivia	The Evercare Company	12561	11-Jun-99	79590-C	30-Jun-00	
DRYEL (& Double D Device 00 bw)	Bolivia	The Evercare Company	SM-3440-2000	8-Aug-00	89003-C	13-Jan-03	
DRYEL	Brazil	The Evercare Company	821749781	29-Jun-99	821749781	16-Sep-03	
DRYEL (Double D Device 00)	Brazil	The Evercare Company	822982773	18-Jul-00	822982773	17-Apr-07	
DRYEL	British Virgin Islands	The Evercare Company	2085	20-Sep-99	3391	28-Oct-99	
DRYEL	Bulgaria	The Evercare Company	45833	3-Jun-99	37083	14-Dec-99	
DRYEL	Canada	The Evercare Company	1350561	6-Jun-07			
DRYEL	Canada	The Evercare Company	1100788	23-Apr-01	TMA580317	30-Apr-03	
DRYEL	Canada	The Evercare Company	792899	15-Sep-95	TMA517077	27-Sep-99	
DRYEL (& Device 97)	Canada	The Evercare Company	858215	8-Oct-97	TMA520617	15-Dec-99	
DRYEL (Device 97)	Canada	The Evercare Company	858213	8-Oct-97	TMA520824	21-Dec-99	
DRYEL (Device 97)	Canada	The Evercare Company	858212	8-Oct-97	TMA520618	15-Dec-99	
DRYEL (Double D Device 00)	Canada	The Evercare Company	1056258	25-Apr-00	TMA579497	14-Apr-03	
DRYEL	Cayman Islands	The Evercare Company	N/A	24-Jun-99	2201191	28-Sep-00	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
DRYEL	Chile	The Evercare Company	450564	2-Jun-99	578261	4-Oct-00	
DRYEL	Colombia	The Evercare Company	99-036046	9-Jun-99	266821	8-Nov-02	
DRYEL (& Double D Device 00 bw)	Colombia	The Evercare Company	00-035663	17-May-00	268513	22-Nov-01	
DRYEL	Community Trademarks	The Evercare Company	962753	21-Oct-98	962753	11-May-00	
DRYEL	Community Trademarks	The Evercare Company	459156	1-Apr-96	459156	13-Dec-99	
DRYEL	Costa Rica	The Evercare Company	N/A	5-Jul-99	118422	14-Feb-00	
DRYEL (& Double D Device 00 bw)	Costa Rica	The Evercare Company	4679-00	15-Jun-00	330-7978	26-Jan-01	
DRYEL	Croatia	The Evercare Company	4/99-01/0771	27-May-99	Z990508	1-Oct-99	
DRYEL	Cuba	The Evercare Company	1064-99	2-Jul-99	130363	22-Jan-01	
DRYEL	Cyprus	The Evercare Company	57135	24-Jul-00	57135	24-Jul-00	
DRYEL	Czech Republic	The Evercare Company	143279	27-May-99	228285	20-Nov-00	
DRYEL	Dominica	The Evercare Company	102-99	15-Sep-99	102-99	15-Sep-99	
DRYEL	Dominican Republic	The Evercare Company	N/A	18-Jun-99	106844	15-Aug-99	
DRYEL	Ecuador	Rosemount Corp.	96722	25-Jun-99	2562-00	12-May-00	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
DRYEL (& Double D Device 00 bw)	Ecuador	Rosemount Corp.	106751	16-Aug-00	15681-02	13-Feb-01	
DRYEL	Egypt	The Evercare Company	132570	6-May-00	132570	4-Oct-04	
DRYEL	El Salvador	The Evercare Company	4220-99	29-Jun-99	244BK-104	25-May-00	
DRYEL (& Double D Device 00 bw)	El Salvador	The Evercare Company	1204135	8-Jun-00	158BK-143	6-Nov-01	
DRYEL	Ethiopia	The Evercare Company			3440	22-Aug-00	
DRYEL	European Union	The Evercare Company	459156	1-Apr-96	459156	13-Dec-99	
DRYEL (& Device 97)	European Union	The Evercare Company	962753	21-Oct-98	962753	11-May-00	
DRYEL (Device 97)	European Union	The Evercare Company	962688	21-Oct-98	962688	11-May-00	
DRYEL (Double D Device 00)	European Union	The Evercare Company	1672328	24-May-00	1672328	20-Nov-01	
DRYEL	Grenada	The Evercare Company	87-2000	24-Jun-99	87-2000	5-Dec-00	
DRYEL	Guatemala	The Evercare Company	1999-05234	2-Jul-99	110851	25-May-01	
DRYEL (Double D Device 00)	Guatemala	The Evercare Company	2000-5431	10-Jul-00	123225	3-Apr-03	
DRYEL	Guyana	The Evercare Company	17483A	9-Jul-99	17483A	1-May-06	
DRYEL	Haiti	The Evercare Company	N/A	25-Jun-99	337-122	25-Jan-00	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
DRYEL	Honduras	The Evercare Company	8408-99	28-Jun-99	76210	14-Dec-99	
DRYEL (& Double D Device 00 bw)	Honduras	The Evercare Company	1403-2001	4-Apr-01	83053	13-Nov-01	
DRYEL	Hungary	The Evercare Company	M9903742	5-Aug-99	163397	5-Aug-99	
DRYEL	India	The Evercare Company	922754	5-May-00	922754	5-May-00	
DRYEL	Indonesia	The Evercare Company	D00 7375	17-Apr-00	475108	3-May-01	
DRYEL	Israel	The Evercare Company	138761	8-Jun-00	138761	5-Jun-01	
DRYEL	Israel	The Evercare Company	145589	9-Jan-01	145589	12-Nov-01	
DRYEL	Jamaica	The Evercare Company	Mar-11	15-Jun-99	35523	15-Jun-99	
DRYEL (Double D Device 00)	Japan	The Evercare Company	2000/53078	16-May-00	4535444	11-Jan-02	
DRYEL	Kenya	The Evercare Company	51349	8-Mar-01			
DRYEL	Korea (South)	The Evercare Company	2001/23650	31-May-01	534896	12-Nov-02	
DRYEL	Kuwait	The Evercare Company	49811	23-Apr-01	42420	23-Apr-01	
DRYEL	Malaysia	The Evercare Company	2000/4845	20-Apr-00			
DRYEL	Mexico	The Evercare Company	409616	7-Feb-00	648597	29-Mar-00	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
DRYEL	Mexico	The Evercare Company	378617	10-Jun-99	617194	30-Jun-99	
DRYEL (Double D Device 00)	Mexico	The Evercare Company	423869	4-May-00	669361	29-Aug-00	
DRYEL	Montserrat	The Evercare Company	3081	25-Oct-99	3081	25-Oct-99	
DRYEL	Morocco	The Evercare Company	73311	4-May-00	73311	4-May-00	
DRYEL	Netherlands Antilles	The Evercare Company	N/A	8-Jul-99	1832	23-Aug-99	
DRYEL (Double D Device 00)	New Zealand	The Evercare Company	614077	9-May-00	614077	9-May-00	
DRYEL (Double D Device 00)	New Zealand	The Evercare Company	614076	9-May-00	614076	9-May-00	
DRYEL	Nicaragua	The Evercare Company	99-02116	29-Jun-99	44259-CC	21-Jun-00	
DRYEL (& Double D Device 00 bw)	Nicaragua	The Evercare Company	2001-01160	4-Apr-01	51942-CC	19-Nov-01	
DRYEL	Norway	The Evercare Company	19970708	28-Jan-97	185419	25-Sep-97	
DRYEL (Double D Device 00)	Norway	The Evercare Company	200006090	26-May-00	206491	11-Jan-01	
DRYEL	Oman	The Evercare Company	22794	5-Jun-00	22794	13-Jun-04	
DRYEL	Pakistan	The Evercare Company	156778	2-Aug-99	156778	2-Aug-99	
DRYEL	Panama	The Evercare Company	101529	9-Jul-99	101529-01	9-Jul-99	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
DRYEL (Double D Device 00)	Panama	The Evercare Company	107771-01	2-Jun- 00	107771-01	2-Jun- 00	
DRYEL	Paraguay	The Evercare Company	11171-99	2-Jun- 99	247959	8-Jul- 02	
DRYEL	Peru	The Evercare Company	085520- 1999	7-Jun- 99	61380	29- Feb-00	
DRYEL (& Double D Device 00 bw)	Peru	The Evercare Company	106037- 2000	12- May-00	65408	14- Aug-00	
DRYEL	Poland	The Evercare Company	Z-205638	5-Aug- 99	142329	5-Aug- 99	
DRYEL	Romania	The Evercare Company	55238	28-Jul- 99	39711	28-Jul- 99	
DRYEL	Russian Federation	The Evercare Company	99708373	3-Jun- 99	195040	9-Oct- 00	
DRYEL	Saudi Arabia	The Evercare Company	64713	24- May-00	560/91	31-Jan- 01	
DRYEL	Singapore	The Evercare Company	2000/5645	5-Apr- 00	2000/5645	5-Apr- 00	
DRYEL	Slovakia	The Evercare Company	POZ1497- 99	14-Jun- 99	193733	16-Jan- 01	
DRYEL	Slovenia	The Evercare Company	Z-9970631	19- May-99	9970631	12- Apr-00	
DRYEL	South Africa	The Evercare Company	2000/08223	3-May- 00	2000/08223	3-May- 00	
DRYEL	St. Kitts- Nevis	The Evercare Company	N/A	6-Dec- 99	4958	3-Apr- 00	
DRYEL	St. Lucia	The Evercare Company	369-2002	17-Oct- 02	369-2002	17- Nov-03	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
DRYEL	St. Vincent	The Evercare Company	484083	31-May-00	40-2000	8-Jun-00	
DRYEL	Suriname	The Evercare Company	N/A	19-Aug-99	16361	19-Aug-99	
DRYEL	Switzerland	The Evercare Company	2475/1996	4-Apr-96	436454	4-Apr-96	
DRYEL (Double D Device 00)	Switzerland	The Evercare Company	6362/2000	26-May-00	510025	6-May-03	
DRYEL	Tanganyika	The Evercare Company	27970	12-May-00	27970	12-May-00	
DRYEL	Thailand	The Evercare Company	416821	11-Apr-00	KOR129975	11-Apr-00	
DRYEL	Trinidad & Tobago	The Evercare Company	29546	8-Jun-99	29546	5-Jul-00	
DRYEL	Uganda	The Evercare Company	23682	27-Sep-00	23682	14-Mar-01	
DRYEL	United Arab Emirates	The Evercare Company	36847	12-Jun-00	30171	8-Jan-02	
DRYEL	United Kingdom	The Evercare Company	2201191	24-Jun-99	2201191	24-Jun-99	
DRYEL	USA	The Evercare Company	78059819	23-Apr-01	2596120	16-Jul-02	
DRYEL	USA	The Evercare Company	74/723381	31-Aug-95	2,186,197	1-Sep-98	
DRYEL	USA	The Evercare Company	77196987	4-Jun-07			Yes
DRYEL (& Device 97)	USA	The Evercare Company	75/371986	14-Oct-97	2,207,704	1-Dec-98	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
DRYEL (Device 97)	USA	The Evercare Company	75/371987	14-Oct-97	2,215,509	29-Dec-98	
DRYEL WEAR IT WELL	USA	The Evercare Company	78016293	11-Jul-00	2,508,189	13-Nov-01	
DRYEL (Device 97)	USA	The Evercare Company	75/371988	14-Oct-97	2,215,510	29-Dec-98	
DRYEL	Uruguay	The Evercare Company	313521	8-Jun-99	313521	7-Dec-99	
DRYEL	Venezuela	The Evercare Company	9829-99	8-Jun-99	P219665	7-Apr-00	
DRYEL (Double D Device 00)	Venezuela	The Evercare Company	8589-00	23-May-00	P231602	1-Jun-01	
DRYEL	Yemen	The Evercare Company	18563	25-Sep-01	15312	8-May-02	
DRYEL	Zanzibar	The Evercare Company	257/2000	8-May-00	282/2000	15-May-00	
ALL-ONE ROLLER	USA	The Evercare Company	77/438468	2-Apr-08			Yes
COMFORT CHOICE	USA	The Evercare Company	77/195918	1-Jun-07	3423921	6-May-08	
COMFORT FOAM TECHNOLOG Y	USA	The Evercare Company	77/194785	31-May-07	3413691	31-May-07	
DESIGNER SERIES	USA	The Evercare Company	77/438474	2-Apr-08			Yes
ONE CARE	Canada	The Evercare Company	1350004	6-Jun-07			
ONE CARE	European Community	The Evercare Company	594876	29-May-07	594876	28-Mar-08	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
ONECARE	Russian Federation	The Evercare Company	2007735358	14-Nov-2007			
ONECARE	USA	The Evercare Company	77/130958	14-Mar-2007			Yes
PREMIUM CHOICE	USA	The Evercare Company	77/194773	31-May-2007	3427896	13-May-2008	
PREMIUM PROTECTION TECHNOLOGY	USA	The Evercare Company	77/198123	05-Jun-2007	3423928	06-May-2008	
SAFE TRIM SYSTEM	USA	The Evercare Company	77/218233	28-Jun-2007			Yes
SENSITIVE CHOICE	USA	The Evercare Company	77/195978	01-Jun-2007	3423923	06-May-2008	
SMART DESIGN	USA	The Evercare Company	77/313467	25-Oct-2007			Yes
SPEED ROLLER	USA	The Evercare Company	77/438480	02-Apr-2008			Yes
STS SYSTEM	USA	The Evercare Company	77/218219	28-Jun-2007			Yes
TOUGH ON LINT!	USA	The Evercare Company	77/218210	28-Jun-2007			Yes
ULTIMATE CHOICE	USA	The Evercare Company	77/195954	01-Jun-2007	3423922	06-May-2008	
ULTIMATE GUARD TECHNOLOGY	USA	The Evercare Company	77/194797	31-May-2007	3413692	15-Apr-2008	
ULTRA STICK TECHNOLOGY	USA	The Evercare Company	77/218251	28-Jun-2007			Yes
ULTRA2X	USA	The Evercare Company	77/438485				Yes

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
ILLUMISCENT S	USA	The Evercare Company	78/484454	15-Sep-2005	3225621	3-Apr-07	
DRAIN POWER	USA	The Evercare Company	78233133	17-Feb-2004	2840267	11-May-04	
SOCK KEEPER	USA	The Evercare Company	77/503077	19-Jun-2008			Yes
SPACE FRESHENER	USA	The Evercare Company	77/503061	19-Jun-2008			Yes
NATURE'S TOOLS	USA	The Evercare Company	77/503198	19-Jun-2008			
SUPER TAC II	USA	The Evercare Company	75/301,467	2-Jun-97	2174850	21-Jul-98	
SUPER TAC II	Australia	The Evercare Company	749,583	26-Nov-97	749,583	11-Jun-98	
SUPER TAC II	Canada	The Evercare Company	852,838	6-Aug-97	519,630	22-Nov-99	
SUPER TAC II	Israel	The Evercare Company	116,152	27-Nov-97	116,152	8-Mar-99	
SUPER TAC II	USA	The Evercare Company	73/609,897	17-Jul-86	1457453	15-Sep-87	
LINTIE	Canada	The Evercare Company	866,441	20-Jan-98	508,463	24-Feb-99	
LINT LIFT-ETTE	USA	The Evercare Company	73/529925	1-Apr-85	1370191	21-Nov-85	
LINT LIFTER	USA	The Evercare Company	73/529924	1-Apr-85	1401233	15-Jul-86	
LINT LIFTER	Canada	The Evercare Company	866439	20-Jan-98	508,458	24-Feb-99	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
BUZZ-OFF	USA	The Evercare Company	73/759571	24-Oct-88	1547439	11-Jul-89	
BUZZ OFF	Canada	The Evercare Company	866440	20-Jan-98	508,460	24-Feb-99	
HANDY HELPER	USA	The Evercare Company	75/422908	26-Jan-98	2,225,868	23-Feb-99	
HANDY HELPER	Canada	The Evercare Company	866297	20-Jan-98	503504	3-Nov-98	
PET HAIR PIC-UP	USA	The Evercare Company	75/422850	26-Jan-98	2378425	22-Aug-00	
BIG DADDY	USA	The Evercare Company	75/413849	5-Jan-98	2225731	23-Feb-99	
BIG DADDY	Canada	The Evercare Company	866295	20-Jan-98	513208	23-Jul-99	
EASY PEEL	Canada	The Evercare Company	866295	20-Jan-98	503,503	3-Nov-98	
EASY PEEL	Europe	The Evercare Company	869883		869883	4-Nov-99	
TACKYVAC	USA	The Evercare Company	75/459571	30-Mar-98	2247676	25-May-99	
TACKYVAC	Australia	The Evercare Company	773678	21-Sep-98	773678	12-Feb-99	
TACKYVAC	Canada	The Evercare Company	891663	28-Sep-98	524014	29-Feb-00	
TACKYVAC	Switzerland	The Evercare Company	07728/1998	18-Sep-98	459549	17-Mar-99	
TACKYVAC	China	The Evercare Company	98/00111403	29-Sep-98	1688752	28-Dec-01	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
TACKYVAC	Europe	The Evercare Company	945345	1-Oct-98	945345	13-Jan-00	
TACKYVAC	Japan	The Evercare Company	10-83167	30-Sep-98	4316882	24-Sep-99	
EVERCARE	Australia	The Evercare Company	783929	27-Jan-99	783929	29-Oct-99	
EVERCARE	Canada	The Evercare Company	1002936	10-Feb-99	528,670	31-May-00	
EVERCARE	Switzerland	The Evercare Company	00663/99	27-Jan-99	465229	27-Jan-99	
EVERCARE	Europe	The Evercare Company	105679.5	28-Jan-99	1056795	26-Jan-99	
EVERCARE	Japan	The Evercare Company	11-005756	27-Jan-99	451123	15-Mar-02	
EVERCARE	Mexico	The Evercare Company	361908	27-Jan-99	654325	27-Jan-99	
EVERCARE	Hong Kong	The Evercare Company	99/00959	27-Jan-99	B16744	15-Nov-00	
EVERCARE	Mexico	The Evercare Company	361909	27-Jan-98	644136	28-Feb-00	
EVERCARE	Mexico	The Evercare Company	361910	27-Jan-98	647454	28-Mar-00	
EVERCARE	Mexico	The Evercare Company	361911	27-Jan-98	644137	28-Feb-00	
EVERCARE	Mexico	The Evercare Company	361912	27-Jan-98	614121	18-Jun-99	
EVERCARE	USA	The Evercare Company	75/979353	27-Jul-98	2398760	24-Oct-00	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
EVERCARE	USA	The Evercare Company	75/981747	27-Jul-98	2579754	11-Jun-02	
EVERCARE (Stylized)	USA	The Evercare Company	75/684903	16-Apr-99	2345235	25-Apr-00	
EVERCARE (Stylized)	Australia	The Evercare Company	809896	12-Oct-99	809896	26-May-00	
EVERCARE (Stylized)	Canada	The Evercare Company	1032633	15-Oct-99	1032633	17-Aug-01	
EVERCARE (Stylized)	Switzerland	The Evercare Company	99/09178	12-Oct-99	470246	12-Oct-99	
EVERCARE (Stylized)	Europe	The Evercare Company	1351741	14-Oct-99	1351741	14-Oct-99	
EVERCARE (Stylized)	Hong Kong	The Evercare Company	99/14739	15-Oct-99	B02122AA	30-Jan-02	
EVERCARE (Stylized)	Japan	The Evercare Company	11-93756	16-Apr-99	4542248	8-Feb-02	
EVERCARE (Stylized)	Republic of Korea	The Evercare Company	40/99/0038761	15-Oct-99	485163	10-Jan-01	
EVERCARE (Stylized)	Mexico	The Evercare Company	395387	15-Oct-99	642564	23-Feb-00	
EVERCARE (Stylized)	Mexico	The Evercare Company	395388	15-Oct-99	638926	27-Jan-00	
EVERCARE (Stylized)	Mexico	The Evercare Company	395389	15-Oct-99	639587	28-Jan-00	
EVERCARE (Stylized)	Mexico	The Evercare Company	395391	15-Oct-99	640564	23-Feb-00	
EVERCARE (Stylized)	Mexico	The Evercare Company	395390	15-Oct-99	639566	23-Feb-00	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
EVERCARE (Design)	Canada	The Evercare Company	1032634	15-Oct-99	633653	24-Feb-05	
EVERCARE AND DESIGN	USA	The Evercare Company	75/981920	16-Apr-99	2595277	16-Jul-02	
HELMAC	Australia	The Evercare Company	235751	19-Jan-70	235751	19-Jan-70	
HELMAC	Canada	The Evercare Company	314691	12-Jul-68	168460	26-Mar-70	
HELMAC	Switzerland	The Evercare Company	99/05400	21-Jun-99	466615	11-Nov-99	
HELMAC	Japan	The Evercare Company	49-079233	12-Jun-74	1613303	30-Aug-83	
MAGIK BRUSH	USA	The Evercare Company	74/458302	15-Nov-93	1856783	4-Oct-94	
MAGIK BRUSH	Japan	The Evercare Company	S51-079589	24-Nov-76	2378490	28-Feb-92	
STICKY WICKET	USA	The Evercare Company	74/461550	12-Nov-93	1855802	27-Sep-94	
HELMAC	USA	The Evercare Company	72/069822	18-Mar-59	700517	5-Jul-60	
HELMAC (Stylized)	Japan	The Evercare Company	49-079233	12-Jun-74	1613303	30-Aug-83	
HELMAC (Stylized)	South Africa	The Evercare Company			72/4793		
LINT AWAY	Canada	The Evercare Company	442883	3-Aug-79	258987	22-May-81	
LINT PIC-UP	USA	The Evercare Company	72/172741	10-Jul-63	812516	9-Aug-66	

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
LINT PIC-UP	Canada	The Evercare Company	314689	12-Jul-68	166649	5-Dec-69	
ZIP STRIP	USA	The Evercare Company	186738	25-Sep-78	1138789	19-Aug-80	
ZIP STRIP	Canada	The Evercare Company	433269	6-Dec-78	259731	12-Jun-81	
SWEEP 'N CLEAN	USA	The Evercare Company	78/172991	10-Oct-02	2855123	15-Jun-04	
LITTLE THINGS, BIG DIFFERENCES	Canada	The Evercare Company	1200073	12-Dec-03	TMA678428	12-Dec-06	
LITTLE THINGS, BIG DIFFERENCES	USA	The Evercare Company	78/976777		3120814	25-Jul-06	
OPTIMESH	USA	The Evercare Company	78/291722	25-Aug-03	3012046	1-Nov-05	
OPTIMESH	Canada	The Evercare Company	1195330	29-Oct-03	TMA625909	18-Nov-04	
LINT PIC-UP AND GO!	USA	The Evercare Company	78/322323	3-Nov-03	2986342	16-Aug-05	
DURAFRESH	USA	The Evercare Company	78/380021	8-Mar-04	2970313	19-Jul-05	
DURAFRESH	Canada	The Evercare Company	1229570	8-Sep-04			
DURAFRESH	Mexico	The Evercare Company	676021	8-Dec-04	870792	28-Feb-05	
POP-UP LINT PIC-UP	USA	The Evercare Company	78/388906	23-Mar-04			Yes
POP-UP LINT PIC-UP	Canada	The Evercare Company	1231173	22-Sep-04			

Trademark	Jurisdiction	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Intent to Use
ULTRA SCOUR	USA	The Evercare Company	78/404682	20-Apr-04	2985264	16-Aug-05	
WOOLITE BAGS WASH WITHOUT SNAGS	USA	The Evercare Company	78/410304	29-Apr-04	3070165	21-Mar-06	
CLOSETRENDS	USA	The Evercare Company	78/456624	26-Jul-04	3080704	11-Apr-06	
KWIK PEEL AND DESIGN	Canada	The Evercare Company	809041	4-Apr-96	481498	26-Aug-97	
TRIANGLE DESIGN	Canada	The Evercare Company	442884	3-Aug-79	244958	16-May-80	
TYDEE	Canada	The Evercare Company	292964	4-Nov-65	153324	22-Sep-67	
SWEEP 'N STORE	USA	The Evercare Company	78/503463	21-Oct-04	3028500	13-Dec-05	
TOILET BRUSH WITH A TWIST	USA	The Evercare Company	78/503479	21-Oct-04	3031969	20-Dec-05	
LINT PIC-UP POP-UP AND GO	USA	The Evercare Company	78/533842	16-Dec-04	3038026	3-Jan-06	
PLUSH	USA	The Evercare Company	78/666137	8-Jul-05			Yes
AROMA BLENDS	USA	The Evercare Company	78/484456	15-Sep-04	3077932	4-Apr-06	
TIDEE UP	USA	The Evercare Company	78/576255	28-Feb-05			Yes

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

ABANDONED TRADEMARK

TRADEMARK NAME	SERIAL No.	REGIS. DATE	REGIS. No.
PET NECESSITIES	75/791210	3/19/2002	2548826
ROLL-n-RINSE	75/259424	8/13/1968	854915
LINTIE	72/222498	2/15/1966	803865
FABRI-COMB	72/191574	12/15/1964	781744