

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spotless U.S. Acquisitions LLC		09/08/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 85

Property Type	Number	Word Mark
Registration Number:	2345628	ALL
Registration Number:	2832617	ALL
Registration Number:	2923898	ALL
Registration Number:	3303851	ALL
Registration Number:	1781008	ALL
Registration Number:	2899106	ALL
Registration Number:	2589869	ALL BABY CARE PLUS
Serial Number:	78744314	ALL FRESH LOCK
Registration Number:	2765336	ALL OXI-ACTIVE
Registration Number:	2782824	ALL OXI-ACTIVE
Registration Number:	2917801	ALL REVITALIZER CLOTHS
Serial Number:	77057350	ALL SECRET GARDEN 2X ULTRA
Serial Number:	77089630	ALL SMALL & MIGHTY AND DESIGN
Registration Number:	2851309	ALL STAINLIFTER PLUS

OP \$2140.00 2345628

Registration Number:	2581782	ALL WITH STAIN LIFTERS
Serial Number:	78886992	ALL YOUR SENSES SAY IT'S CLEAN
Registration Number:	3327659	ALOHA SPLASH
Serial Number:	76580663	ANDA. ENSÚCIATE.
Registration Number:	2534129	BRIGHT SKY
Registration Number:	2716336	CARICIAS
Registration Number:	2856381	CIELO BRILLANTE
Registration Number:	2891675	CITRUS BREEZE
Registration Number:	1604278	CUDDLE-UP FRESH
Registration Number:	2740113	DULCE ARMONIA
Registration Number:	2977842	EMERALD STREAM
Registration Number:	0842228	EN-ZOLVE
Serial Number:	78956286	FLORAL BURSTS
Registration Number:	2720820	FORMULA DE PODERFRESCO
Serial Number:	76342707	FRAICHEUR DE PLUIE
Registration Number:	3134717	FRESH RAIN
Registration Number:	2898513	FRESH RAIN
Registration Number:	2898524	FRESH RAIN
Serial Number:	78922641	FRESH RELEASE
Serial Number:	77137438	FRESH RELEASE ESSENTIALS
Registration Number:	2851625	GO AHEAD. GET DIRTY.
Registration Number:	2506976	LAUNDRY SO FRESH, YOU'LL KNOW IT'S CLEAN
Registration Number:	2652578	LLUVIA FRESCA
Registration Number:	3177973	LOOK ON THE BRIGHT SIDE
Registration Number:	2856382	MAR BRILLANTE
Registration Number:	2919356	MORNING BREEZE
Serial Number:	77129531	MOVEMENT FOR UPLIFTMENT
Serial Number:	77406255	NATURE'S DISCOVERY
Serial Number:	77208508	NATURE'S MOMENTS
Registration Number:	2519927	POWER FRESH
Serial Number:	77225529	REAWAKENED FRESHNESS ON THE MOVE
Serial Number:	78923507	RELEASE WHAT'S INSIDE
Registration Number:	3113168	SMALL & MIGHTY
Registration Number:	1246754	SNUGGLE
Registration Number:	1599689	SNUGGLE

Registration Number:	2822424	SNUGGLE
Registration Number:	2829364	SNUGGLE
Serial Number:	76630745	SNUGGLE
Registration Number:	2701266	SNUGGLE
Registration Number:	2717342	SNUGGLE
Registration Number:	2717343	SNUGGLE
Registration Number:	2990008	SNUGGLE
Registration Number:	2854675	SNUGGLE BOTANICAL BLISS
Registration Number:	3309341	SNUGGLE EXHILARATIONS
Registration Number:	2647139	SNUGGLE PURE & GENTLE
Registration Number:	2647165	SNUGGLE PURE & GENTLE
Serial Number:	77344638	SNUGGLE SIMPLY NATURE
Registration Number:	3087912	SNUGGLES
Registration Number:	3077014	SNUGGLES
Registration Number:	1178774	SNUGGLES
Registration Number:	3077013	SNUGGLE-UPS
Registration Number:	2716313	SPARKLING OCEAN
Serial Number:	78881183	SPARKLING SUN FRESHNESS
Registration Number:	2534130	SPRING BURST
Registration Number:	3204412	SPRING BURST
Registration Number:	3199407	SPRING BURST
Registration Number:	2652577	SUENOS DULCES
Registration Number:	1148608	SUNLIGHT
Registration Number:	0847171	SUNPOWER
Registration Number:	2058796	SURF
Registration Number:	2848115	SWEET HARMONY
Registration Number:	2521069	SWEET SLUMBER
Serial Number:	77241736	THERE'S SOMETHING IN THE AIR
Serial Number:	77336445	TIME RELEASED FRESHNESS WHILE WEARING YOUR CLOTHES
Registration Number:	2851631	WASH TO WASH FRESHNESS
Serial Number:	77153732	WASH TO WEAR AND BEYOND
Registration Number:	3336557	WILD & FRESH
Registration Number:	1978540	WISK
Serial Number:	77078868	WISK 2X ULTRA

Registration Number:	0627529	WISK
Registration Number:	3174545	WITH STAINLIFTERS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1391
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	10/14/2008

Total Attachments: 9
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**FIRST LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 8, 2008, is made by SPOTLESS U.S. ACQUISITIONS LLC, a Delaware limited liability company located at 15 West South Temple, Suite 1400, Salt Lake City, UT 84101 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of April 26, 2007 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among SPOTLESS HOLDING CORP., a Delaware Corporation ("Holdings"), SPOTLESS ACQUISITION CORP., a Delaware Corporation ("AcquiCo"), THE SUN PRODUCTS CORPORATION (f/k/a/ Huish Detergents, Inc.) a Delaware Corporation located at 15 West South Temple, Suite 1400, Salt Lake City, UT 84101-1535 (and together with AcquiCo, the "Borrowers"), the Lenders, the Administrative Agent, J.P. MORGAN SECURITIES INC. and BANC OF AMERICA SECURITIES LLC, as joint lead arrangers and as joint bookrunners, and BANK OF AMERICA, N.A., as syndication agent.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the First Lien Credit Agreement, the Borrowers and Holdings executed and delivered a First Lien Guarantee and Security Agreement, dated as of April 26, 2007, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Lien Security Agreement");

WHEREAS, the Obligor is a party to the First Lien Security Agreement pursuant to the First Guarantee and Security Assumption Agreement, dated July 26, 2008, made by Obligor in favor of the Administrative Agent, and, pursuant to the First Lien Security Agreement, the Obligor has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in certain Intellectual Property, including the Trademark Collateral (defined herein); and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the First Lien Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the First Lien Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment and performance of the Obligations. Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no pledge or grant of a security interest shall be deemed granted by Obligor, in any intent-to-use trademark or service mark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the First Lien Security Agreement and is expressly subject to the terms and conditions thereof. The First Lien Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Credit Agreement and the First Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date hereof.

SPOTLESS U.S. ACQUISITIONS LLC

By: 

Name: Douglas L. Brewster

Title: Chief Financial Officer

[Signature Page First Lien Grant of Security Interest in Trademark Rights]





Accepted and Agreed to:

JP MORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders


By: Neil R. Boylan
Name: Neil R. Boylan
Title: Managing Director

SCHEDULE A







U.S. Trademarks and Applications

Mark	Jurisdiction	Status	App. No./ Reg. No.
ALL	U.S. Federal	Registered	2345628
ALL	U.S. Federal	Registered	2832617
ALL	U.S. Federal	Registered	2923898
ALL	U.S. Federal	Registered	3303851
ALL (Stylized) 	U.S. Federal	Registered	1781008
ALL (Stylized) 	U.S. Federal	Registered	2899106
ALL BABY CARE PLUS	U.S. Federal	Registered	2589869
ALL FRESH LOCK	U.S. Federal	Pending, Intent to Use	78/744314
ALL OXI-ACTIVE	U.S. Federal	Registered	2765336
ALL OXI-ACTIVE and Design 	U.S. Federal	Registered	2782824
ALL REVITALIZER CLOTHS	U.S. Federal	Registered	2917801
ALL SECRET GARDEN 2X ULTRA and Design 	U.S. Federal	Pending, Intent to Use	77/057350
ALL SMALL & MIGHTY AND DESIGN	U.S. Federal	Pending, Intent to Use	77/089630
ALL STAINLIFTER PLUS	U.S. Federal	Registered	2851309
ALL WITH STAIN LIFTERS and Design	U.S. Federal	Registered	2581782




FIRST LIEN GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

Mark	Jurisdiction	Status	App. No./ Reg. No.
			
ALL YOUR SENSES SAY IT'S CLEAN	U.S. Federal	Pending, Intent to Use	78/886992
ALOHA SPLASH	U.S. Federal	Registered	3327659
ANDA. ENSUCIATE.	U.S. Federal	Pending, Intent to Use	76/580663
BRIGHT SKY	U.S. Federal	Registered	2534129
CARCIAS	U.S. Federal	Registered	2716336
CIELO BRILLANTE	U.S. Federal	Registered	2856381
CITRUS BREEZE	U.S. Federal	Registered	2891675
CUDDLE-UP FRESH	U.S. Federal	Registered	1604278
DULCE ARMONIA	U.S. Federal	Registered	2740113
EMERALD STREAM	U.S. Federal	Registered	2977842
EN-ZOLVE	U.S. Federal	Registered (possibly expired)	0842228
FLORAL BURSTS	U.S. Federal	Pending, Intent to Use	78/956286
FORMULA DE PODERFRESCO	U.S. Federal	Registered	2720820
FRAICHEUR DE PLUIE	U.S. Federal	Pending, Intent to Use	76/342707
FRESH RAIN	U.S. Federal	Registered	3134717
FRESH RAIN	U.S. Federal	Registered	2898513
FRESH RAIN	U.S. Federal	Registered	2898524
FRESH RELEASE	U.S. Federal	Pending, Intent to Use	78/922641
FRESH RELEASE ESSENTIALS	U.S. Federal	Pending, Intent to Use	77/137438
GO AHEAD. GET DIRTY.	U.S. Federal	Registered	2851625
LAUNDRY SO FRESH, YOU'LL KNOW IT IS CLEAN	U.S. Federal	Registered (Possibly cancelled)	2506976
LLUVIA FRESCA	U.S. Federal	Registered	2652578
LOOK ON THE BRIGHT SIDE	U.S. Federal	Registered	3177973
MAR BRILLANTE	U.S. Federal	Registered	2856382
MORNING BREEZE	U.S. Federal	Registered	2919356
MOVEMENT FOR UPLIFTMENT	U.S. Federal	Pending, Intent to Use	77/129531
NATURE'S DISCOVERY	U.S. Federal	Pending - Intent to Use	77/406,255
NATURE'S MOMENTS	U.S. Federal	Pending, Intent to Use	77/208508
POWER FRESH	U.S. Federal	Registered	2519927
REAWAKENED FRESHNESS ON THE MOVE	U.S. Federal	Pending	77/225529
RELEASE WHAT'S INSIDE	U.S. Federal	Pending, Intent to Use	78/923507
SMALL & MIGHTY	U.S. Federal	Registered	3113168
SNUGGLE	U.S. Federal	Registered	1246754
SNUGGLE	U.S. Federal	Registered	1599689
SNUGGLE	U.S. Federal	Registered	2822424


FIRST LIEN GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

Mark	Jurisdiction	Status	App. No./ Reg. No.
SNUGGLE and Design 	U.S. Federal	Registered	2829364
SNUGGLE and Design 	U.S. Federal	Pending, Intent to Use	76/630745
SNUGGLE and Design 	U.S. Federal	Registered	2701266
SNUGGLE and Design 	U.S. Federal	Registered	2717342
SNUGGLE and Design 	U.S. Federal	Registered	2717343
SNUGGLE and Design 	U.S. Federal	Registered	2990008
SNUGGLE BOTANICAL BLISS	U.S. Federal	Registered	2854675
SNUGGLE EXHILARATIONS	U.S. Federal	Registered	3309341
SNUGGLE PURE & GENTLE	U.S. Federal	Registered	2647139
SNUGGLE PURE & GENTLE and Design	U.S. Federal	Registered	2647165

FIRST LIEN GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

Mark	Jurisdiction	Status	App. No./ Reg. No.
			
SNUGGLE SIMPLY NATURE	U.S. Federal	Pending, Intent to Use	77/344638
SNUGGLES	U.S. Federal	Registered	3087912
SNUGGLES	U.S. Federal	Registered	3077014
SNUGGLES	U.S. Federal	Registered	1178774
SNUGGLE-UPS	U.S. Federal	Registered	3077013
SPARKLING OCEAN	U.S. Federal	Registered	2716313
SPARKLING SUN FRESHNESS	U.S. Federal	Pending, Intent to Use	78/881183
SPRING BURST	U.S. Federal	Registered	2534130
SPRING BURST	U.S. Federal	Registered	3204412
SPRING BURST	U.S. Federal	Registered	3199407
SUENOS DULCES	U.S. Federal	Registered	2652577
SUNLIGHT	U.S. Federal	Registered	1148608
SUNPOWER	U.S. Federal	Registered	0847171
SURF	U.S. Federal	Registered	2058796
SWEET HARMONY	U.S. Federal	Registered	2848115
SWEET SLUMBER	U.S. Federal	Registered	2521069
THERE'S SOMETHING IN THE AIR	U.S. Federal	Pending, Intent to Use	77/241736
TIME RELEASED FRESHNESS WHILE WEARING YOUR CLOTHES	U.S. Federal	Pending, Intent to Use	77/336445
WASH TO WASH FRESHNESS	U.S. Federal	Registered	2851631
WASH TO WEAR AND BEYOND	U.S. Federal	Pending, Intent to Use	77/153732
WILD & FRESH	U.S. Federal	Registered	3336557
WISK	U.S. Federal	Registered	1978540
WISK 2X ULTRA and Design 	U.S. Federal	Pending, Intent to Use	77/078868
WISK and Design 	U.S. Federal	Registered	0627529
WITH STAINLIFTERS and Design	U.S. Federal	Registered	3174545

FIRST LIEN GRANT OF SECURITY INTEREST
IN TRADEMARK RIGHTS

Mark	Jurisdiction	Status	App. No./ Reg. No.
			

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