

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Wisconsin Pharmacal Company, LLC

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other Wisconsin Limited Liability Company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: TCF National Bank

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 500 West Brown Deer Road

City: Milwaukee

State: Wisconsin

Country: USA Zip: 53217

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship \_\_\_\_\_

Other NRI Banking Assn    Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

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

Execution Date(s) January 14, 2009

- Assignment                       Merger
- Security Agreement               Change of Name
- Other Memorandum Sr. Subordination Agt.

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

A. Trademark Application No.(s)

77/636,870 and 77/448,498

B. Trademark Registration No.(s)

See attached sheet

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

VH Essentials and Me Again (see attached sheet for identification of registered trademarks)

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Claude J. Krawczyk

Internal Address: O'Neil, Cannon, Hollman, DeJong S.C.

Street Address: 111 East Wisconsin Avenue, Suite 1400

City: Milwaukee

State: Wisconsin Zip: 53202

Phone Number: (414) 276-5000

Fax Number: (414) 276-6581

Email Address: Claude.Krawczyk@wilaw.com

**6. Total number of applications and registrations involved:**

13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00**

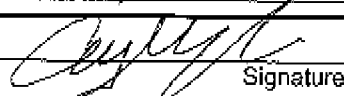
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

5/14/09  
Date

Claude J. Krawczyk

Name of Person Signing

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

5

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

OP 8340.00 77636870

## Attachment to Recordation Form Cover Sheet

1. Name of Conveying Party(ies); Lake Consumer Products, Inc.

Corporation – State of Nevada

2. Name and address of receiving party(ies):

The Peninsula Fund IV Limited Partnership  
c/o Peninsula Capital Partners L.L.C.  
535 Griswold Street, Suite 2050  
Detroit, Michigan 48226

Other – Delaware Limited Partnership

4. B. Trademark Registration No.(s): 4.C. Identification of Trademarks:

Wisconsin Pharmacal Company, LLC:

3,506,479

3,228,701

3,319,963

3,225,626

3,154,950

1,530,509

1,604,320

Destination Adventure

Light & Dry

Potable Aqua Traveler

Baitmate Sonic

Chlorospa-T

Chlorazene

Sanizene

Lake Consumer Products, Inc.:

3,420,736

3,428,061

3,509,336

3,489,219

Persani

Beyond Fresh Intimates

Yeast Gard Advanced

SmartScent

**TRADEMARK**

**REEL: 003987 FRAME: 0432**

**MEMORANDUM OF SENIOR SUBORDINATION AGREEMENT**


**THIS MEMORANDUM OF SENIOR SUBORDINATION AGREEMENT** evidences the Senior Subordination Agreement (the "Agreement"), made and entered into on January 14, 2009, by and among **TCF NATIONAL BANK**, a national banking association ("**Senior Lender**"), **THE PENINSULA FUND IV LIMITED PARTNERSHIP**, a Delaware limited partnership ("**Subordinate Lender**"), **WISCONSIN PHARMACAL COMPANY, LLC**, a Wisconsin limited liability company, and **LAKE CONSUMER PRODUCTS, INC.**, a Nevada corporation (referred to together as "**Borrower**"), in connection with: (a) certain credit accommodations available to, and all indebtedness, obligations and liabilities of, Borrower pursuant to the terms and provisions of the Third Amended and Restated Loan Agreement, dated January 14, 2009, by and between Senior Lender and Borrower and each of the security agreements, other collateral documents and all other agreements, documents and instruments executed and delivered in connection therewith, and any amendments thereto to the extent permitted by the Agreement (the "**Senior Debt**"); and (b) certain credit accommodations available to, and all indebtedness, obligations and liabilities of, Borrower pursuant to the terms and provisions of a Note Purchase Agreement, dated January 14, 2009, by and between Subordinate Lender and Borrower and each of the security agreements, other collateral documents and all other agreements, documents and instruments executed and delivered in connection therewith, and any amendments thereto to the extent permitted by the Agreement (the "**Subordinate Debt**").

The Agreement provides in part that, notwithstanding any contrary provision of any of the Senior Debt documents or the Subordinate Debt documents: (a) the Subordinate Debt shall, at all times during the term of the Agreement, be subordinate and junior in right of payment to all Senior Debt; and (b) the Subordinate Lender's rights in all Collateral (as defined in the Agreement) shall, at all times during the term of the Agreement, be subordinate and junior in right to the Senior Lender's rights in the Collateral, to the extent and in the manner provided for in the Agreement.

Pursuant to the Agreement and for purposes of this Memorandum, Collateral includes the registered trademarks of the Borrower set forth on Exhibit A, attached hereto (the "**Trademarks**"). In accordance with the terms of the Agreement, Subordinate Lender hereby acknowledges that its security interest in the Trademarks shall, at all times during the term of the Agreement, be subordinate and junior in right to the Senior Lender's security interest in the Trademarks, regardless of the date of filing of each Lender's security interest with the United States Patent and Trademark Office (the "**USPTO**").

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the dates set forth below.

SENIOR LENDER:  
TCF NATIONAL BANK

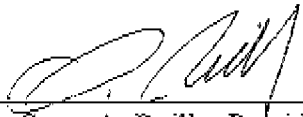
By:   
Anthony Laszewski, Vice President

Dated: 5-5-09

SUBORDINATE LENDER:  
THE PENINSULA FUND IV LIMITED PARTNERSHIP


By: Peninsula Fund IV Management L.L.C., its General Partner


By: Peninsula Capital Partners, L.L.C., its Manager

By:   
\_\_\_\_\_  
Scott A. Reilly, President and  
Chief Investment Officer

Dated: 5/12/09

BORROWER:  
WISCONSIN PHARMACAL COMPANY, LLC LAKE CONSUMER PRODUCTS, INC.

By:   
\_\_\_\_\_  
Name: JEFFREY C. POTTS  
Title: COO/CEO  
Dated: 4/2/09

By:   
\_\_\_\_\_  
Name: JEFFREY C. POTTS  
Title: COO/CEO  
Dated: 4/2/09

**EXHIBIT A****Wisconsin Pharmacal Company, LLC Trademarks**

<i>Name of Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Assignment for Security Purposes Filed with USPTO</i>
Destination Adventure	3,506,479	09/23/2008	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
Light & Dry	3,228,701	04/10/2007	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
Potable Aqua Traveler	3,319,963	10/23/2007	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
Baitmate Sonic	3,225,626	04/03/2007	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
Chlorospa-T	3,154,950	10/10/2006	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
Chlorazene	1,530,509	03/21/1989	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
Sanizene	1,604,320	07/03/1990	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09

**Lake Consumer Products, Inc. Trademarks**

<i>Name of Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Assignment for Security Purposes Filed with USPTO</i>
Persani	3,420,736	04/29/2008	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
Beyond Fresh Intimates	3,428,061	05/13/2008	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
Yeast Gard Advanced	3,509,336	09/30/2008	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
SmartScent	3,489,219	08/19/2008	(1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09
VH Essentials	77/636,870	Not registered Filed 12/19/08	(1) The Peninsula Fund IV Limited Partnership—01/16/09
Me Again	77/448,498	Not registered Filed 09/09/08	(1) The Peninsula Fund IV Limited Partnership—01/16/09