

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

05/02/2011



103624313

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office; Please record the attached dc

10-26-10

1. Name of conveying party(ies):

Miraclecorp Products

- Individual(s)
- General Partnership
- Corporation- State: Ohio
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 20, 2010

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Audubon Capital SBIC, L P , as Collateral Agent

Internal

Address:

Street Address: 217 N. Columbia Street

City: Covington

State: LA

Country: USA Zip: 70433

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Delaware
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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 77/847,779

Additional sheet(s) attached? Yes No

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

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

Name: Mary Messina, c/o Phelps Dunbar, L.L.P.

Internal Address:

Street Address:

365 Canal Street, Suite 2000

City: New Orleans

State: LA Zip: 70130

Phone Number: 504-566-1311, ext. 1156

Fax Number: 504-568-9130

Email Address: mary.messina@phelps.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name: NGUYEN1 0000013 77847779

9. Signature:

Mary Messina
Signature

FC:8521

FC:8522

10/26/10
Date

48.00

75.00

Mary Messina
Name of Person Signing

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

6

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

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), effective as of October 25, 2010, is made by and between MIRACLECORP PRODUCTS, an Ohio corporation (the "Debtor"), and AUDUBON CAPITAL SBIC, L.P., as Collateral Agent for the ratable benefit of the Purchasers (hereinafter defined) party to the Debenture and Preferred Stock Purchase Agreement referred to below (in such capacity, together with its successors and assigns in such capacity, the "Secured Party"), who agree as follows:

WITNESSETH:

WHEREAS, the Debtor and the Secured Party are party to that certain Trademark Security Agreement dated as of October 31, 2005 (the "Original Trademark Security Agreement"), pursuant to which the Debtor granted the Secured Party a security interest in the Debtor's registered trademarks in order to secure Debtor's obligations under that certain Debenture and Preferred Stock Purchase Agreement dated as of October 31, 2005, as amended by Amendment No. 1 to Debenture and Preferred Stock Purchase Agreement dated as of June 19, 2006, Amendment No. 2 to Debenture and Preferred Stock Purchase Agreement dated as of March 23, 2007, Amendment No. 3 to Debenture and Preferred Stock Purchase Agreement dated as of February 15, 2008, Amendment No. 4 to Debenture and Preferred Stock Purchase Agreement dated as of April 10, 2008 and Amendment No. 5 to Debenture and Preferred Stock Purchase Agreement dated as of January 31, 2010, (the "Original Purchase Agreement") among the Debtor, the purchasers of the debentures thereunder (together with their respective successors and assigns, the "Purchasers"), certain other parties as holder of certain preferred stock of the Debtor, and the Secured Party.

WHEREAS, the Original Purchase Agreement is being amended pursuant to an Amendment No. 6 to Debenture and Preferred Stock Purchase Agreement of even date herewith, and in connection therewith the Debtor and the Secured Party wish to amend the Original Trademark Security Agreement as set forth herein (the Original Trademark Security Agreement, as amended hereby and as it may from time to time be further amended, modified, supplemented or restated, is hereinafter referred to as the "Trademark Security Agreement").

WHEREAS, capitalized terms used herein without definition shall have the respective meanings given them in the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Secured Party hereby agree as follows:

1. Amendments. The Original Trademark Security Agreement is hereby amended as follows:

(a) Section 7 is deleted in its entirety and the following is substituted therefor:

Notwithstanding anything herein to the contrary, (i) the obligations evidenced by this Agreement are subordinated to the prior Payment in Full of the Senior Debt Obligations pursuant to, and to the extent provided in the Senior Debt Subordination Agreement, (ii) the liens and security interests granted to the Secured Party and the Purchasers herein are expressly subject and subordinate to the liens and security interests granted to the Senior Debt Holder under the Senior

Debt Documents and (iii) the exercise of any right or remedy by the Secured Party and the Purchasers hereunder is subject to the limitations and provisions of the Senior Debt Subordination Agreement. In the event of any conflict between the terms of the Senior Debt Subordination Agreement and the terms of this Agreement, the terms of the Senior Debt Subordination Agreement shall govern.

In addition to the foregoing paragraph and notwithstanding anything herein to the contrary, (i) the obligations evidenced by this Agreement are subordinated to the prior Payment in Full of the Mezzanine Debt Obligations pursuant to, and to the extent provided in, the Mezzanine Debt Subordination Agreement, (ii) the liens and security interests granted to the Secured Party and the Purchasers herein are expressly subject and subordinate to the liens and security interests granted to the Mezzanine Debt Holder under the Mezzanine Debt Documents and (iii) the exercise of any right or remedy by the Secured Party or the Purchasers hereunder is subject to the limitations and provisions of the Mezzanine Debt Subordination Agreement. In the event of any conflict between the terms of the Mezzanine Debt Subordination Agreement and the terms of this Agreement, the terms of the Mezzanine Debt Subordination Agreement shall govern.

(b) Schedule A is hereby amended by inserting the following Trademarks thereon:

<u>Mark</u>	<u>Number</u>	<u>Country</u>
Dirt Shield (Pending)	77/847,779	USA
ManeMaster	78/711,038	USA
QuickFinder	78/796,756	USA
SandBuster	78/527,899	USA

(c) The Original Trademark Security Agreement shall be deemed amended to the extent necessary to give effect to the foregoing. Except as amended hereby, the Original Trademark Security Agreement shall remain in full force and effect.

2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Louisiana.

3. Counterparts. This Amendment may be executed in one or more counterparts with the same effect as if the signatures hereto and thereto were upon the same instrument. For purposes of execution and delivery of this Amendment, a manual signature on behalf of any party which is transmitted to another party or parties or to their counsel by facsimile or electronic transmission shall be deemed for all purposes to be an original signature.

4. Headings. Headings herein are for convenience of reference only and shall not govern the interpretation of any of the provisions hereof.

[The remainder of this page is intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed and delivered this Amendment as of the date first above written.

DEBTOR:

MIRACLECORP PRODUCTS

By: Patricia Weimer
Name: Patricia Weimer
Title: Chief Financial Officer

SECURED PARTY:

AUDUBON CAPITAL SBIC, L.P., as Collateral Agent

By Audubon SBIC Partners, L.L.C., its
general partner

By: _____
Name: Robert N. Cowin
Title: Manager

Signature Page to First Amendment to Trademark Security Agreement (MiracleCorp Products)

TRADEMARK
REEL: 004543 FRAME: 0697

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed and delivered this Amendment as of the date first above written.

DEBTOR:

MIRACLECORP PRODUCTS

By: _____

Name: Patricia Weimer

Title: Chief Financial Officer

SECURED PARTY:

AUDUBON CAPITAL SBIC, L.P , as Collateral Agent

By Audubon SBIC Partners, L.L.C., its
general partner

By:  _____

Name: Robert N. Cowin

Title: Manager

Signature Page to First Amendment to Trademark Security Agreement (MiracleCorp Products)

ACKNOWLEDGMENT

STATE OF OHIO

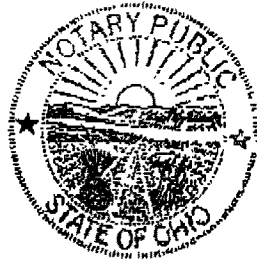
COUNTY OF MONTGOMERY

On this 19th day of October, 2010, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Patricia Weimer ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the Chief Financial Officer of MiracleCorp Products LLC, an Ohio corporation, who acknowledged that Appearer executed the foregoing instrument by authority of said limited liability company's member on behalf of and as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, Appearer has signed this acknowledgment in the presence of me, Notary, on the day and in the month and year hereinabove first written.

Patricia Weimer
Appearer: Patricia Weimer

Y Q W
Notary Public



LISA J. ERNST, Notary Public
in and for the State of Ohio
My Commission Expires Jan. 27, 2011