

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
Plaze, Inc.		08/31/2011	CORPORATION: DELAWARE
PLZ Aeroscience Corporation		08/31/2011	CORPORATION: DELAWARE
CPC Aeroscience, Inc.		08/31/2011	CORPORATION: DELAWARE
Chemical Packaging Corporation		08/31/2011	CORPORATION: CALIFORNIA
Claire-Sprayway, Inc.		08/31/2011	CORPORATION: DELAWARE
Holy Cow LLC		08/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
Camie Campbell, Inc.		08/31/2011	CORPORATION: MISSOURI
Camie-Campbell International, Inc.		08/31/2011	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	8377 East Hartford Drive, Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3516551	SPRAYWAY
Registration Number:	3416069	GOOD NIGHT
Registration Number:	3363656	DON'T LET THE BED BUGS BITE!
Registration Number:	3193586	
Registration Number:	3628612	360° THE ALL AROUND MULTI SURFACE CLEANER
Registration Number:	3582463	CLAIRE GREEN
Registration Number:	2017527	GLEME
Registration Number:	1881769	THE WORLD'S BEST GLASS CLEANER

TRADEMARK

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Registration Number:	1095631	CLAIRE
Registration Number:	1225641	SPRAYWAY
Registration Number:	1196614	SPRAYWAY
Registration Number:	1237932	SPRAYWAY
Registration Number:	0662917	SPRAYWAY
Registration Number:	0814230	CLAIRE
Registration Number:	0817210	DUST UP
Registration Number:	0735801	CRAZY CLEAN
Registration Number:	0735050	MISTER JINX
Registration Number:	0651908	SPRAY WAY
Registration Number:	0573409	SPRAYWAY
Registration Number:	3645566	THE GOOD EARTH LINE
Registration Number:	3645567	THE GOOD EARTH LINE
Registration Number:	0780862	CAMIE
Registration Number:	1837608	CAMIE
Registration Number:	1837648	CAMIE
Registration Number:	1855458	CAMIE
Registration Number:	1857445	CAMIE
Registration Number:	1837609	CAMIE
Registration Number:	1837647	CAMIE
Registration Number:	1857427	CAMIE
Registration Number:	1859414	CAMIE
Registration Number:	2722657	SHELBY
Registration Number:	2745040	SHELBY
Registration Number:	3947736	HOLY COW
Registration Number:	3950567	HOLY COW

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann, Senior Paralegal
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:

32207-00149

TRADEMARK

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	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	09/01/2011
Total Attachments: 9 source=PlazeTrademark Security Agreement (Executed)#page1.tif source=PlazeTrademark Security Agreement (Executed)#page2.tif source=PlazeTrademark Security Agreement (Executed)#page3.tif source=PlazeTrademark Security Agreement (Executed)#page4.tif source=PlazeTrademark Security Agreement (Executed)#page5.tif source=PlazeTrademark Security Agreement (Executed)#page6.tif source=PlazeTrademark Security Agreement (Executed)#page7.tif source=PlazeTrademark Security Agreement (Executed)#page8.tif source=PlazeTrademark Security Agreement (Executed)#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2011, is made by Plaze, Inc., a Delaware corporation (the "Borrower"), PLZ Aeroscience Corporation, a Delaware corporation ("Holdings"), CPC Aeroscience, Inc., a Delaware corporation ("CPC Aeroscience"), Chemical Packaging Corporation, a California corporation ("Chemical Packaging"), Claire-Sprayway, Inc., a Delaware corporation ("Claire-Sprayway"), Holy Cow LLC, a Delaware limited liability company ("Holy Cow"), Camie Campbell, Inc., a Missouri corporation ("Camie Campbell") and Camie-Campbell International, Inc., a Missouri corporation ("Camie-Campbell International") (the Borrower, Holdings, CPC Aeroscience, Chemical Packaging, Claire-Sprayway, Holy Cow, Camie Campbell and Camie-Campbell International, each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 31, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to that certain Guaranty and Security Agreement dated as of August 31, 2011 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than Excluded Property), including, without limitation, the U.S. Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

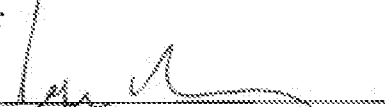
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

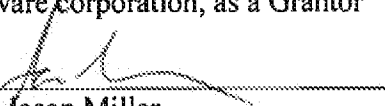
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

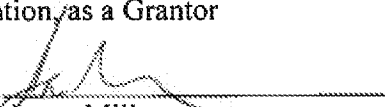
PLAZE, INC., a Delaware corporation, as a Grantor

By: 
Name: Jason Miller
Title: Vice President and Assistant Secretary


PLZ AEROSCIENCE CORPORATION, a Delaware corporation, as a Grantor

By: 
Name: Jason Miller
Title: Vice President and Assistant Secretary


CPC AEROSCIENCE, INC., a Delaware corporation, as a Grantor

By: 
Name: Jason Miller
Title: Vice President and Assistant Secretary

CHEMICAL PACKAGING CORPORATION, a California corporation, as a Grantor

By: 
Name: Jason Miller
Title: Vice President and Assistant Secretary

CLAIRE-SPRAYWAY, INC., a Delaware corporation, as a Grantor

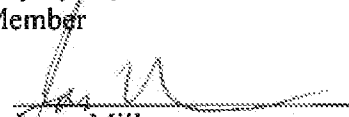
By: 
Name: Jason Miller
Title: Vice President and Assistant Secretary

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

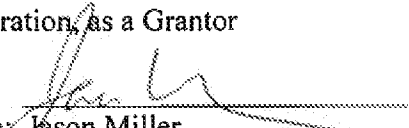
TRADEMARK
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HOLY COW LLC, a Delaware limited liability company, as a Grantor

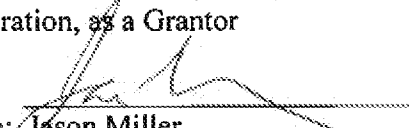
By: Claire-Sprayway, Inc.
Its: Sole Member

By: 
Name: Jason Miller
Title: Vice President and Assistant Secretary

CAMIE CAMPBELL, INC., a Missouri corporation, as a Grantor

By: 
Name: Jason Miller
Title: Vice President and Assistant Secretary

CAMIE-CAMPBELL INTERNATIONAL, INC., a Missouri corporation, as a Grantor


By: 
Name: Jason Miller
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Jeff Botkin
Title: Duly Authorized Signatory





[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications


1. REGISTERED TRADEMARKS

Claire-Sprayway, Inc. Trademark Registrations

Mark	Registration No.	Registration Date
	3,516,551	10/14/08
GOOD NIGHT	3,416,069	04/22/08
DON'T LET THE BED BUGS BITE!	3,363,656	01/01/08
	3,193,586	01/02/07
360° THE ALL AROUND MULTI SURFACE CLEANER	3,628,612	05/26/09
	3,582,463	03/03/09
GLEME	2,017,527	11/19/96
	1,881,769	03/07/95
CLAIRE	1,095,631	07/11/78
SPRAYWAY	1,225,641	02/01/83







Mark	Registration No.	Registration Date
SPRAYWAY	1,196,614	06/01/82
SPRAYWAY	1,237,932	05/17/83
SPRAYWAY	0,662,917	06/10/58
	0,814,230	09/06/66
DUST UP	0,817,210	10/25/66
CRAZY CLEAN	0,735,801	08/07/62
MISTER JINX	0,735,050	07/24/62
SPRAY WAY	0,651,908	09/24/57
Sprayway	0,573,409	04/21/53

CPC Aeroscience, Inc. Trademark Registrations


Mark	Registration No.	Registration Date
THE GOOD EARTH LINE	3,645,566	06/30/09
	3,645,567	06/30/09

Camie Campbell, Inc. Trademark Registrations

Mark	Registration No.	Registration Date
CAMIE	780862	12/01/64

Mark	Registration No.	Registration Date
CAMIE	1837608	05/31/94
CAMIE	1837648	05/31/94
CAMIE	1855458	09/27/94
CAMIE	1857445	10/11/94
	1837609	05/31/94
	1837647	05/31/94
	1857427	10/11/94
	1859414	10/25/94
	2722657	06/03/03
	2745040	07/29/03

Holy Cow LLC Trademark Registrations

Mark	Registration No.	Registration Date
HOLY COW	3,947,736	04/19/11
	3,950,567	04/26/11

2. TRADEMARK APPLICATIONS

None.