

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
CR Brands, Inc.		09/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3717597	MEAN GREEN
Registration Number:	1408119	MEAN GREEN
Registration Number:	0565552	OXYDOL
Registration Number:	0850357	BIZ
Registration Number:	1316463	BIZ
Registration Number:	0423995	BIZ
Registration Number:	3926979	BLAST PACKS
Registration Number:	3909421	ENZAMIX
Registration Number:	2638473	EXTREME CLEAN
Registration Number:	2274962	MAGNUM POWER
Registration Number:	3926978	MAX ENZYMES
Registration Number:	3717598	MEAN GREEN
Registration Number:	2346689	MEAN GREEN

CH \$465.00 3717597

Registration Number:	2686104	ORANGE FRESH
Registration Number:	2527208	OXYDOL
Registration Number:	0962363	PINE POWER
Registration Number:	1287574	PINE POWER
Registration Number:	2744131	TAKE CLEAN TO THE EXTREME

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-569-5619
Email: vaitl@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01362
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D Pecsénye/
Date:	10/30/2012

Total Attachments: 24
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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 28th day of September, 2012 by **CR BRANDS, INC.**, a Delaware corporation ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantor (collectively, with any other person joined as a borrower to the Loan Agreement from time to time, the "Borrowers" and each a "Borrower") has entered into that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as lenders (the "Lenders") and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

[Signatures to appear on following page]

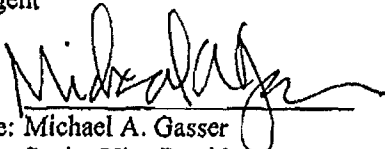
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CR BRANDS, INC.
f/k/a CRB Acquisition Company

By: _____
Name: A. Malachi Mixon IV
Title: Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Michael A. Gasser
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CR BRANDS, INC.
f/k/a CRB Acquisition Company

By: *A Malachi Mixon IV*
Name: A. Malachi Mixon IV
Title: Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Michael A. Gasser
Title: Senior Vice President

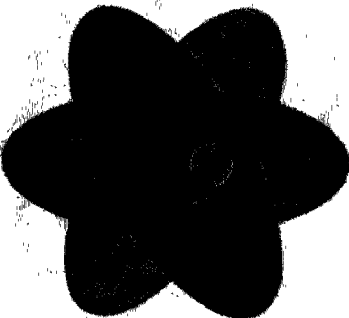

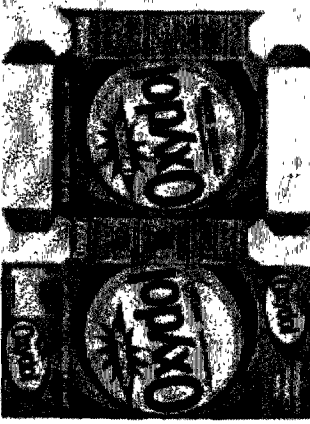
[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1


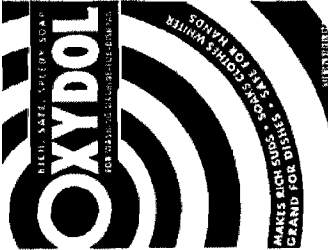
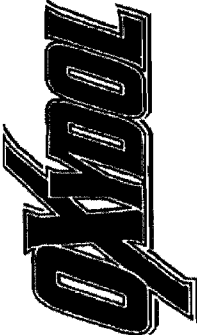
Trademarks

**CR Brands, Inc.
Intellectual Property**

Trademarks

Mark	Country	Reg. No. (App. No.)	Reg. Date (Filing Date)	Comments
	Canada	157,384	06/21/1968	1. Assignment of Entire Interest recorded on 05/01/2001 from Procter & Gamble, Inc., to Redox Brands, Inc. 2. Merger recorded on 05/12/2006 from Redox Brands, Inc., to Redox Brands, Inc. (Ohio corp. to Delaware corp.) 3. Merger recorded on 11/14/2007 from Redox Brands, Inc., to CR Brands, Inc.
	Canada	524,383	03/07/2000	1. Merger recorded on 8/23/2006 between Chempro, Inc., and Chempro Brands, Inc. 2. Change of Name recorded on 8/23/2006 from Chempro Brands, Inc., to CR Brands, Inc.
	Canada	162,976	05/23/1969	1. Assignment of Entire Interest recorded on 05/01/2001 from Procter & Gamble, Inc., to Redox Brands, Inc. 2. Merger recorded on 05/12/2006 from Redox Brands, Inc., to Redox Brands, Inc. 3. Merger recorded on 11/14/2007 from Redox Brands, Inc., to CR Brands, Inc.

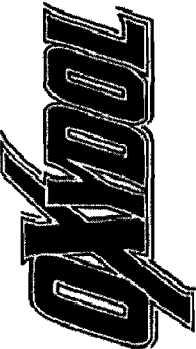

**CR Brands, Inc.
Intellectual Property**

	Canada	2895	04/10/1947	<p>1. Assignment of Entire Interest recorded on 05/01/2001 from Procter & Gamble, Inc., to Redox Brands, Inc.</p> <p>2. Merger recorded on 05/12/2006 between Redox Brands, Inc., and Redox Brands, Inc.</p> <p>3. Merger recorded on 11/14/2007 from Redox Brands, Inc., to CR Brands, Inc.</p>
	Canada	591,574	10/06/2003	<p>1. Merger recorded on 05/12/2006 from Redox Brands, Inc., to Redox Brands, Inc.</p> <p>2. Merger recorded on 11/14/2007 from Redox Brands, Inc., to CR Brands, Inc.</p>
	Canada	589,714	09/12/2003	<p>1. Merger recorded on 05/12/2006 from Redox Brands, Inc., to Redox Brands, Inc.</p> <p>2. Merger recorded on 11/14/2007 from Redox Brands, Inc., to CR Brands, Inc.</p>
BIZ	Canada	100,702	05/20/1955	<p>1. Assignment of Entire Interest recorded on 05/01/2001 from Procter & Gamble, Inc., to Redox Brands, Inc.</p> <p>2. Merger recorded on 05/12/2006 from Redox Brands, Inc., to Redox Brands, Inc.</p>



**CR Brands, Inc.
Intellectual Property**

					3. Merger recorded on 11/14/2007 from Redox Brands, Inc., to CR Brands, Inc.
BIZ	Canada	156,982	05/24/1968		1. Assignment of Entire Interest recorded on 05/01/2001 from Procter & Gamble, Inc., to Redox Brands, Inc. 2. Merger recorded on 05/12/2006 from Redox Brands, Inc., to Redox Brands, Inc. 3. Merger recorded on 11/14/2007 from Redox Brands, Inc., to CR Brands, Inc.
BLAST PACKS	Canada	817,226	02/08/2012		No assignments on record
MAX ENZYMES	Canada	817,246	02/08/2012		No assignments on record
OXYDOL	Canada	18,485	09/14/1943		1. Assignment of Entire Interest recorded on 05/01/2001 from Procter & Gamble, Inc., to Redox Brands, Inc. 2. Merger recorded on 05/12/2006 from Redox Brands, Inc., to Redox Brands, Inc. 3. Merger recorded on 11/14/2007 from Redox Brands, Inc., to CR Brands, Inc.
BIZ	Finland	31,105	04/02/1957		Cannot search assignments
OXYDOL.	France	1,489,717	03/10/1989		Cannot search assignments
OXYDOL	France	1,206,903	11/12/1982		Cannot search assignments

**CR Brands, Inc.
Intellectual Property**

	Mexico	766,124	10/31/2002	Cannot search assignments
BIZ	Mexico	452,373	02/15/1994	Cannot search assignments
BLAST PACKS	Mexico	1,205,164	03/04/2011	Cannot search assignments
MAX ENZYMES	Mexico	1,205,165	03/04/2011	Cannot search assignments
OXYDOL	Mexico	506,519	10/04/1995	Cannot search assignments
BIZ	New Zealand	640,068	01/03/2002	Cannot obtain assignment details online
BIZ	Panama	5641	05/14/1958	Cannot search assignments
BIZ	Romania	50,123	08/15/2002	Cannot search assignments
BIZ	Slovakia	203,221	07/03/2003	Cannot search assignments
				1. Assignment of Entire Interest recorded on 10/4/2002 from Procter & Gamble Limited to Redox Brands, Inc.
BIZ	UK	922,079	03/06/2003	2. Assignment of Entire Interest recorded on 8/29/2008 from Redox Brands, Inc., to Redox Acquisition Corporation
				3. Assignment of Entire Interest recorded on 9/4/2008 from Redox Brands, Inc., to CR Brands, Inc.
	USA	3,717,597	12/01/2009	No assignments on record

**CR Brands, Inc.
Intellectual Property**

	<p align="center">USA</p>	<p align="center">1,408,119</p>	<p align="center">09/09/1986</p>	<p>1. Assignment of the Entire Interest recorded on 08/11/1992 from J.C. Industries, Inc. (assignor), to Phoenix Partners LEH</p> <p>2. Assignment of the Entire Interest recorded on 05/13/1998 from Phoenix Partners LEH (assignor) to Chempro Corporation – corrective assignment recorded on 01/13/2006 fixing assignee to Chempro, Inc.</p> <p>3. Assignment of the Entire Interest recorded on 04/25/2006 from Chempro, Inc. (assignor), to Chempro Brands, Inc.</p> <p>4. Change of Name recorded on 06/20/2006 from Chempro Brands, Inc., to CR Brands, Inc.</p> <p>5. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation</p>
	<p align="center">USA</p>	<p align="center">565,552</p>	<p align="center">10/21/1952</p>	<p>1. Assignment of Entire Interest recorded on 12/15/2000 from Procter & Gamble Company to Redox Brands Inc.</p> <p>2. Security Agreement recorded on 5/14/2001 between Redox Brands Inc. (assignor) and Firststar Bank</p>

**CR Brands, Inc.
Intellectual Property**

				<p>3. Merger and Change of Name recorded on 4/14/2006 between Redox Brands Inc. and Redox Brands Inc. – recorded twice</p> <p>4. Release by Secured Party recorded on 6/5/2006 between U.S. Bank N.A. f/k/a Firststar Bank (assignor) and Redox Brands Inc.</p> <p>5. Security Interest recorded on 6/5/2006 between CR Brands Inc. (assignor) and General Electric Capital Corporation</p> <p>6. Merger effective 5/31/2006 recorded on 9/21/2007 from Redox Brands Inc. to CR Brands Inc.</p> <p>7. Release recorded on 7/13/2006 between U.S. Bank N.A. (assignor) and Redox Brands</p>
BIZ	USA	850,357	06/04/1968	<p>1. Assignment of the Entire Interest recorded on 12/22/2000 between Procter & Gamble Company (assignor) and Redox Brands, Inc.</p> <p>2. Security Agreement recorded on 05/14/2001 between Redox Brands, Inc. (assignor), and Firststar Bank, N.A.</p> <p>3. Merger and Change of Name</p>

**CR Brands, Inc.
Intellectual Property**

				<p>recorded on 04/14/2006 between Redox Brands, Inc. (Ohio corp), and Redox Brands, Inc. (Delaware corp.) – recorded twice</p> <p>4. Release by Secured Party recorded on 06/05/2006 from U.S. Bank N.A. f/k/a Firststar Bank (assignor) and Redox Brands, Inc.</p> <p>5. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation</p> <p>6. Merger effective 05/31/2006 recorded on 09/21/2007 from Redox Brands, Inc., to CR Brands, Inc.</p> <p>7. Release recorded on 07/13/2006 between U.S. Bank N.A. f/k/a Firststar Bank (assignor) and Redox Brands, Inc.</p>
				<p>1. Assignment of the Entire Interest recorded on 12/22/2000 between Procter & Gamble Company (assignor) and Redox Brands, Inc.</p> <p>2. Security Agreement recorded on 05/14/2001 between Redox Brands, Inc. (assignor), and Firststar Bank, N.A.</p> <p>3. Merger and Change of Name</p>
BIZ	1,316,463	USA	01/29/1985	

**CR Brands, Inc.
Intellectual Property**

				<p>recorded on 04/14/2006 between Redox Brands, Inc. (Ohio corp), and Redox Brands, Inc. (Delaware corp.) – recorded twice</p> <p>4. Release by Secured Party recorded on 06/05/2006 from U.S. Bank N.A. f/k/a Firststar Bank (assignor) and Redox Brands, Inc.</p> <p>5. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation</p> <p>6. Merger effective 05/31/2006 recorded on 09/21/2007 from Redox Brands, Inc., to CR Brands, Inc.</p> <p>7. Release recorded on 07/13/2006 between U.S. Bank N.A. f/k/a Firststar Bank (assignor) and Redox Brands, Inc.</p>
BIZ	423,995	USA	09/17/1946	<p>1. Assignment of the Entire Interest recorded on 12/22/2000 between Procter & Gamble Company (assignor) and Redox Brands, Inc.</p> <p>2. Security Agreement recorded on 05/14/2001 between Redox Brands, Inc. (assignor), and Firststar Bank, N.A.</p> <p>3. Merger and Change of Name</p>

**CR Brands, Inc.
Intellectual Property**

				recorded on 04/14/2006 between Redox Brands, Inc. (Ohio corp), and Redox Brands, Inc. (Delaware corp.) – recorded twice
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				5. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation
				6. Merger effective 05/31/2006 recorded on 09/21/2007 from Redox Brands, Inc., to CR Brands, Inc.
				7. Release recorded on 07/13/2006 between U.S. Bank N.A. f/k/a Firststar Bank (assignor) and Redox Brands, Inc.
				No assignments on record
				No assignments on record
				1. Security agreement recorded on 05/14/2001 between Redox Brands, Inc. (assignor), and Firststar Bank, N.A.
				2. Merger and Change of Name recorded on 04/14/2006 from Redox Brands, Inc. (Ohio corp), to Redox Brands, Inc. (Delaware corp.) – this
BLAST PACKS	USA	3,926,979	03/01/2011	
ENZAMIX	USA	3,909,421	01/18/2011	
EXTREME CLEAN	USA	2,638,473	10/22/2002	

**CR Brands, Inc.
Intellectual Property**

				<p>document is recorded twice.</p> <p>3. Release by Secured Party recorded on 06/05/2006 between U.S. Bank National Association f/k/a Firststar Bank, N.A. (assignor), and Redox Brands, Inc.</p> <p>4. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation.</p> <p>5. Merger effective 05/31/2006 recorded on 09/21/2007 from Redox Brands, Inc., to CR Brands, Inc.</p> <p>6. Release recorded on 07/13/2006 between U.S. Bank National Association f/k/a Firststar Bank, N.A. (assignor), and Redox Brands, Inc.</p>
MAGNUM POWER	USA	2,274,962	08/31/1999	<p>1. Assignment of the Entire Interest recorded on 04/25/2006 from Chempro, Inc., to Chempro Brands, Inc.</p> <p>2. Change of Name recorded on 06/20/2006 from Chempro Brands, Inc., to CR Brands, Inc.</p> <p>3. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation</p>

**CR Brands, Inc.
Intellectual Property**

MAX ENZYMES	USA	3,926,978	03/01/2011	No assignments on record
MEAN GREEN	USA	3,717,598	12/01/2009	No assignments on record
MEAN GREEN	USA	2,346,689	05/02/2000	1. Assignment of the Entire Interest recorded on 04/25/2006 from Chempro, Inc., to Chempro Brands, Inc.
				2. Change of Name recorded on 06/20/2006 from Chempro Brands, Inc., to CR Brands, Inc.
				3. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation
ORANGE FRESH	USA	2,686,104	02/11/2003	1. Assignment of Entire Interest recorded on 04/25/2006 from Chempro, Inc., to Chempro Brands, Inc.
				2. Change of Name recorded on 06/20/2006 from Chempro Brands, Inc., to CR Brands, Inc.
				3. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation
OXYDOL	USA	2,527,208	01/08/2002	1. Security agreement recorded on 05/14/2001 between Redox Brands, Inc. (assignor), and Firststar Bank, N.A.
				2. Merger and Change of Name recorded on 04/14/2006 from Redox Brands, Inc. (Ohio corp), to Redox

**CR Brands, Inc.
Intellectual Property**

				<p>Brands, Inc. (Delaware corp.) – this document is recorded twice.</p> <p>3. Release by Secured Party recorded on 06/05/2006 between U.S. Bank National Association f/k/a Firststar Bank, N.A. (assignor), and Redox Brands, Inc.</p> <p>4. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation.</p> <p>5. Merger effective 05/31/2006 recorded on 09/21/2007 from Redox Brands, Inc., to CR Brands, Inc.</p> <p>6. Release recorded on 07/13/2006 between U.S. Bank National Association f/k/a Firststar Bank, N.A. (assignor), and Redox Brands, Inc.</p>
<p>PINE POWER</p>	<p>USA</p>	<p>962,363</p>	<p>07/03/1973</p>	<p>1. Assignment of Entire Interest recorded on 08/16/1971 from Texize Chemicals, Inc., to Morton-Norwich Products, Inc.</p> <p>2. Change of Name recorded on 05/25/1983 from Morton-Norwich Products, Inc., to Morton Thiokol, Inc.</p> <p>3. Assignment of Entire Interest recorded on 03/25/1985 from Morton</p>

**CR Brands, Inc.
Intellectual Property**

<p>Thiokol, Inc., to Dow Chemical Company</p>	<p>4. Assignment of Entire Interest recorded on 02/28/1986 from The Dow Chemical Company to Dow Consumer Products Inc.</p>	<p>5. Change of Name recorded on 9/19/1988 from Dow Consumer Products, Inc., to Dowbrands, Inc.</p>	<p>6. Assignment of Entire Interest recorded on 2/5/1998 from Dowbrands Inc. to S.C. Johnson & Son, Inc.</p>
<p>7. Assignment of Entire Interest recorded on 9/24/1999 from S.C. Johnson & Son Inc. to Chem Pro Inc. – corrected to Chempro Inc. on 1/24/2006</p>	<p>8. Assignment of Entire Interest recorded on 4/25/2006 from Chempro Inc. to Chempro Brands Inc.</p>	<p>9. Change of Name recorded on 6/18/2007 from Chempro Brands Inc. to CR Brands Inc.</p>	<p>10. Security Interest recorded on 6/5/2006 between CR Brands, Inc. (assignor), and General Electric Capital</p>

**CR Brands, Inc.
Intellectual Property**

				Corporation
PINE POWER	USA	1,287,574	07/31/1984	<p>1. Assignment of Entire Interest recorded on 03/25/1985 from Morton Thiokol, Inc., to The Dow Chemical Company</p> <p>2. Assignment of Entire Interest recorded on 02/28/1986 from The Dow Chemical Company to Dow Consumer Products, Inc.</p> <p>3. Change of Name Recorded on 09/19/1988 from Dow Consumer Products, Inc., to Dowbrands, Inc.</p> <p>4. Assignment of Entire Interest recorded on 02/05/1998 from Dowbrands, Inc., to S.C. Johnson & Son, Inc.</p> <p>5. Assignment of Entire Interest recorded on 09/24/1999 from S.C. Johnson & Son, Inc., to Chem Pro, Inc. - corrected to Chempro, Inc. on 01/24/2006</p> <p>6. Assignment of Entire Interest recorded on 04/25/2006 from Chempro, Inc., to Chempro Brands, Inc.</p> <p>7. Change of Name recorded on 06/20/2006 from Chempro Brands, Inc., to CR Brands, Inc.</p>

**CR Brands, Inc.
Intellectual Property**

				<p>8. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation</p>
<p>TAKE CLEAN TO THE EXTREME</p>	<p>USA</p>	<p>2,744,131</p>	<p>07/29/2003</p>	<p>1. Security Agreement recorded on 05/24/2002 between Redox Brands, Inc. (assignor), and U.S. Bank National Association f/k/a Firststar Bank, N.A.</p> <p>2. Merger and Change of Name recorded on 04/14/2006 from Redox Brands, Inc. (Ohio corp.), to Redox Brands, Inc. (Delaware corp.) – recorded twice</p> <p>3. Release by Secured Party recorded on 06/05/2006 between U.S. Bank National Association (assignor) and Redox Brands, Inc.</p> <p>4. Security Interest recorded on 06/05/2006 between CR Brands, Inc. (assignor), and General Electric Capital Corporation</p> <p>5. Merger effective 05/31/2006 recorded on 09/21/2007 from Redox Brands, Inc., to CR Brands, Inc.</p> <p>6. Release by Secured Party recorded on 07/18/2006 between U.S. Bank National Association (assignor) and</p>

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**CR Brands, Inc.
Intellectual Property**

						Redox Brands, Inc.
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Patents

No patents located in the name of CR Brands, Inc.

Copyrights

No copyrights located in the name of CR Brands, Inc.

074658.01362/12240219v.1

POWER OF ATTORNEY

Dated: September 28, 2012

CR BRANDS, INC., a Delaware corporation (the "Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, Agent"), as agent for the Lenders (as defined below) under that certain Revolving Credit, Term Loan and Security Agreement (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement") among Agent, certain financial institutions party thereto as lenders (the "Lenders"), Grantor (together with any other Person joined as a borrower to the Loan Agreement, the "Borrowers" and each a "Borrower") dated as of the date hereof, following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Loan Agreement and Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

CR BRANDS, INC.
f/k/a CRB Acquisition Company

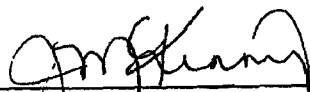
By: *A Malachi Mixon IV*
Name: A. Malachi Mixon IV
Title: Treasurer and Secretary

[SIGNATURE PAGE TO POWER OF ATTORNEY]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Ohio* : SS
COUNTY OF *Cuyahoga* :

On this *26* of September, 2012, before me personally appeared A. Malachi Mixon IV, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of CR Brands, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires: *8/5/14*



JESSICA A. MCKINNEY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 05, 2014
Recorded in
Ashtabula County