

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chase Products Co.		03/16/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Chase Products Co.		
Street Address:	2727 Gardner Road		
City:	Broadview		
State/Country:	ILLINOIS		
Postal Code:	60155		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 102			
Property Type	Number	Word Mark	
Registration Number:	2493283	PUTTING THE BEST AT YOUR FINGERTIPS	
Registration Number:	2478651	PUTTING THE BEST AT YOUR FINGERTIPS	
Registration Number:	1842611	SMOOTH TRACK	
Registration Number:	0645334	CHAMPION SPRAYON	
Registration Number:	1944945	CHAMPION SPRAYON	
Registration Number:	2739394	CHAMPION SPRAYON	
Registration Number:	2712333	CHAMPION SPRAYON	
Registration Number:	0671060	CHASE-MM	
Registration Number:	1924970	COLORSPRAY	
Registration Number:	2424081	CHASE CASE	
Registration Number:	2070453	PROSALL	
Registration Number:	2267091		
Registration Number:	2261037		
Registration Number:	3674202	CHAMPION WIPE ON	
Registration Number:	1575906	RUST CURB	
Registration Number:	2262681	SANTA	
Registration Number:	2189961	SNO BLOWER	
Registration Number:	2341016	DECORATING MAGIC	
Registration Number:	1821388	DECORATING MAGIC	

OP \$2565.00 2493283

Property Type	Number	Word Mark
Registration Number:	2127536	KILL ZONE
Registration Number:	0802021	SPRAYPAK
Registration Number:	0802119	SPRAYPAK
Registration Number:	2547540	SPRING LINEN
Registration Number:	2803770	WOODS GUARD
Registration Number:	3230394	CHAMPION'S CHOICE
Registration Number:	3028741	I'M TOO SEXY FOR THE SUN
Registration Number:	3154818	SOLATTE
Registration Number:	2996085	SALON SOLATTE
Registration Number:	3069317	SALON S SOLATTE
Registration Number:	3724499	COLORSPRAY ULTIMATE
Registration Number:	3757428	SPRAYSCENTS
Registration Number:	3847129	COLORSPRAY ULTIMATE
Registration Number:	4382499	GREEN WORLD
Registration Number:	4853974	GREEN WORLD N
Registration Number:	4974704	CHASE'S HOME VALUE
Registration Number:	5050701	CHASE'S
Registration Number:	4966184	CHASE'S HOME VALUE
Registration Number:	5932262	CHASE'S CLEAN HOME
Registration Number:	5932263	CHASE'S CLEAN HOME
Registration Number:	3579823	CHAMPION WIPE ON
Serial Number:	77448305	SCENT-TIZER
Registration Number:	2606210	CLIPPERCARE
Registration Number:	2556764	SURE GRIP
Registration Number:	2261068	CHASE'S PRODUCTS CHASE'S CHASE-M
Registration Number:	2259172	CHASE PRODUCTS CO. THE QUALITY FIRST COM
Registration Number:	1862893	CHASE PRODUCTS THE QUALITY FIRST COMPANY
Registration Number:	3580372	CLIPPERCARE
Registration Number:	2342365	ELITE
Registration Number:	2523153	ECAN
Registration Number:	2253298	COTTONTAIL
Registration Number:	1687457	COUNTRY ESSENCE
Registration Number:	2462511	TOWEL ABOARD
Registration Number:	2652228	E CAN
Registration Number:	2728895	PROFESSIONAL AEROSOLS IN A BETTER PACKAG
Registration Number:	2899900	GALV-OFF
Registration Number:	3123102	MI SOLÉ
Registration Number:	3487909	E CAN

Property Type	Number	Word Mark
Registration Number:	3484121	ECAN
Serial Number:	86621227	CHASE'S
Serial Number:	78420240	MIO SOLE
Serial Number:	78253171	SCENT-TIZER
Serial Number:	77020025	AMERICAN CLASSIC
Serial Number:	76143691	EVERYDAY AEROSOLS IN A BETTER PACKAGE
Serial Number:	75928738	ALL FRESH
Serial Number:	75904813	BATCH MATCH
Serial Number:	75849680	SNAP GLOSS
Registration Number:	2543371	ERING
Registration Number:	2401785	CHASE'S PRODUCTS CHASE'S CHASE-M
Serial Number:	75751173	AMERICA'S HOME VALUE
Serial Number:	75716669	SPRAYSCENTS
Serial Number:	75539685	AMERICAN VALUE
Registration Number:	2441333	COUNTRY ESSENCE
Registration Number:	2244759	CHASE PRODUCTS CO. THE QUALITY FIRST COM
Registration Number:	2319827	HIGH ROLLER
Serial Number:	75459222	SPOOKY
Serial Number:	75458132	SPOOKY
Serial Number:	75420991	PROPLUS
Serial Number:	75420850	COLOUR ESSENCE
Serial Number:	75355376	CLEAN STAR
Serial Number:	75324642	PROSALL PROTOWELS
Serial Number:	75312556	CHAMPION WIPE ON
Serial Number:	75237050	DOES WONDERS
Registration Number:	2191340	OLDE NORDIC
Serial Number:	75103669	DOES WONDERS
Registration Number:	2055073	DOES WONDERS
Serial Number:	75087394	CHAMPION SPRAYON
Serial Number:	75010774	ENVIROFRIEND
Serial Number:	74705864	SOLVEX
Serial Number:	74650900	CLEAN STAR PROFESSIONAL TEAM
Serial Number:	74573497	SNO BLOWER
Serial Number:	74482175	HANG TUFF
Serial Number:	74398495	PERFECT TOUCH
Serial Number:	74398494	SMOOTH TRACK SOOTHE SHAVE
Serial Number:	72148476	SPRAYPAK
Registration Number:	0321752	SOLVEX

Property Type	Number	Word Mark
Serial Number:	75361739	BREEZE
Registration Number:	0992112	SNO BLOWER
Registration Number:	0933752	DOES WONDERS
Registration Number:	0820047	PRINCESS VAL
Registration Number:	0802120	SPRAYPAK
Registration Number:	0659719	CHASE'S
Registration Number:	0659718	CHASE'S CHASE-M

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/s/ John Kline
DATE SIGNED:	03/16/2023

Total Attachments: 9

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Assignment Of Trademark Rights

This Assignment of Trademark Rights (this "Assignment"), effective as of March 16, 2023 (the "Effective Date"), by and between Chase Products Co., an Illinois corporation (the "Assignor"), on the one hand, and Chase Products Co., a Delaware corporation (the "Assignee"), on the other hand. Assignor and Assignee shall hereinafter be referred to collectively as the "Parties", and each individually as a "Party".

RECITALS:

A. Assignor, certain affiliates of the Assignor, the lenders from time to time party thereto (the "Lenders") and WhiteHorse Capital Management, LLC, in its capacity as administrative agent and collateral agent ("Agent") for the Lenders entered into that certain Credit Agreement, dated as of November 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Any and all documents and instruments made or given in connection with or to evidence or secure the Credit Agreement are hereinafter collectively referred to as the "Loan Documents";

B. Pursuant to the Credit Agreement and other related Loan Documents, the Agent holds, for the benefit of the Lenders, a perfected lien on all or substantially all of the personal property assets owned by the Assignor (collectively, the "Collateral") to secure payment and satisfaction of the Agent's and the Lenders' claims against the Assignor under the Loan Documents;

C. Assignor is in continuing default of the Credit Agreement and the other Loan Documents;

D. Assignor acknowledges that as a result of various defaults under the Loan Documents, the Agent is entitled to and may exercise its remedies under the Loan Documents and applicable law, including exercise of remedies pursuant to Article 9 of the Uniform Commercial Code, as enacted in the applicable jurisdiction(s) (the "UCC"), and may cause the Assignor to convey (the "Sale") all of the Assignor's rights, titles, and interests, throughout the world, in and to certain of the Collateral (the "Surrendered Collateral");

E. Leading up to the Sale, the Assignor has been the owner of all rights, titles, and interests, throughout the world, in and to all of the trademarks, service marks, brands, certification marks, collective marks, trade names, business names, fictitious business names, designs, logos, taglines, slogans, trade dress, devices, symbols, and other indicia of source or origin, and all registrations, applications for registration, recordations, amendments, certificates of correction, extensions and renewals thereof or therefor, in each case as listed on Schedule A hereto (collectively, the "Trademark Assets"), and all of the goodwill associated with the use of, and symbolized by, any of the Trademark Assets, and all other rights, titles, and interests set forth hereinbelow;

F. The Trademark Assets, all of the goodwill associated with the use of, and symbolized by any of the Trademark Assets, and all other rights, titles, and interests set forth hereinbelow, constitute a portion of the Surrendered Collateral; and

G. In connection with the Sale, Assignor and Assignee have agreed to execute this Assignment, whereby, pursuant to the Sale and this Assignment, Assignee will acquire and will have acquired all of Assignor's rights, titles, and interests, throughout the world, that Assignor has or may have, or had or may have had, in and to all Trademark Assets, all of the goodwill associated with the use of and symbolized by the Trademark Assets, and all other rights, titles, and interests set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises and covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's rights, titles, and interests, throughout the world, that Assignor has or may have, or had or may have had, in and to the following (collectively, the "Assigned Trademark Rights"): (a) all Trademark Assets, together with all of the goodwill associated with the use of, and symbolized by, any and all of the Trademark Assets; (b) all applications for registration which have been or may be filed in the United States, internationally or in any foreign country(ies), for or in connection with, or that otherwise claim or may claim priority to or the benefit of, any of the Trademark Assets, and all registrations issuing therefrom in the United States, internationally and in any foreign country(ies), and all recordations, amendments, certificates of correction, extensions and renewals thereof or therefor; (c) all rights to file, prosecute, receive and secure, exclusively and directly in the name of Assignee, each of the Trademark Assets, registrations, applications for registration, recordations, amendments, certificates of correction, extensions and renewals referenced in Sections 1(a) and 1(b) hereof, and to claim any benefits, priority rights or other rights to which any of the foregoing are or may be entitled, in each case under the trademark laws of the United States, the trademark laws of any foreign country(ies), the Paris Convention for the Protection of Industrial Property, the Madrid Protocol, or any other international agreement, treaty, law or convention, or the domestic rules, laws, statutes or regulations of any country(ies); and (d) all of Assignor's other rights, titles, interests, privileges and protections of any kind or nature whatsoever, that, in each case, have accrued, are accruing, or may accrue under any of the foregoing pursuant to any applicable law, rule, statute, regulation, convention or treaty, and that, in each case, existed, exists, or may come into existence, anywhere in the world.
2. Assignor hereby irrevocably assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's rights, titles, and interests, throughout the world, that Assignor has or may have, or had or may have had, to sue or to bring any action or to assert any claim, whether at law or in equity, against any person(s) or entity(ies) with regard to any of the Assigned Trademark Rights, including without limitation for past, present or future infringement, misappropriation, violation, or unauthorized use of any of the Assigned Trademark Rights, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such past, present or future infringement, misappropriation, violation, or unauthorized use of any of the Assigned Trademark Rights, in each case, anywhere in and throughout the world.


3. All Assigned Trademark Rights are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by the Assignor had this Assignment not been made. Assignor agrees that it will do, and will cause to be done, all acts serving to ensure that the Assigned Trademark Rights are held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as they would have been held and enjoyed by the Assignor had this Assignment not been made. Without limiting the generality of the foregoing, at the request of Assignee or its successors or assigns, Assignor shall: (a) execute and deliver, and cause to be executed and delivered, to Assignee all lawful documents (including, without limitation, any and all petitions, affidavits, declarations, oaths, assignments, affirmations of assignment, powers of attorney, deeds, bills of sale, instruments of assumption, instruments of recordation, or other instruments, in form and in substance as requested by Assignee), and take all such other actions, as may be necessary or prudent to (i) effect, evidence, affirm, perfect, register, or record this Assignment, or the assignment to Assignee (or any of its successors or assigns) of any of the Assigned Trademark Rights, (ii) prosecute, maintain, administrate, or enforce any of the Assigned Trademark Rights, or (iii) effect the intent and purposes of this Assignment (including without limitation the implementation and recordation of the transactions as contemplated by this Assignment), in each case for the benefit of Assignee or any of its successors or assigns; (b) furnish to Assignee (and, as applicable, any of its successors or assigns) all facts relating to the Assigned Trademark Rights and all file histories therefor, and all documents, information, specimens, and other evidence establishing or otherwise pertaining to the use of any of the Assigned Trademark Rights; and (c) fully cooperate with and otherwise assist Assignee (and, as applicable, any of its successors or assigns) in any proceedings relating to any such Assigned Trademark Rights (including, without limitation, by providing any documents, testimony or other evidence in any such proceedings), whether before the United States Patent and Trademark Office, any foreign office, any governmental office or administrative agency, or any other legal entity or body whatsoever. Assignee, or its successors or assigns, shall bear all reasonable and necessary costs associated with the foregoing.
4. Debtor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, coupled with an interest, to act for and on its behalf and in its stead to execute and file any documents and to do all other lawfully permitted acts to effect, evidence, affirm, perfect, register, or record Assignee's rights under this Assignment, with the same legal force and effect as if executed by the Debtor, or any of its successors, legal representatives or assigns. To that end, the Debtor hereby grants Assignee and its duly authorized representatives the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any foreign office, any governmental office or administrative agency, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.
5. Assignor hereby authorizes and requests the United States Commissioner for Trademarks, and all similarly situated foreign officials, to issue any and all registration(s) resulting from any and all application(s) for registration (of, for, or otherwise pertaining to, any of the Assigned Trademark Rights) to Assignee, pursuant to the terms of this Assignment.

6. Assignor hereby covenants, represents, and warrants that, to the best of Assignor's knowledge, it has the full right and authority to assign, transfer, convey, deliver, and quitclaim to Assignee all rights titles, and interests, throughout the world, that the Assignor have or may have, or had, or may have had, in and to the Assigned Trademark Rights, and that Assignor has not executed, and will not execute, any agreement(s) in conflict herewith. To the extent any of the Assigned Trademark Rights may have been sold, assigned, transferred, conveyed, delivered, or quitclaimed to Assignee via another instrument, including without limitation any and all documents and instruments evidencing the Sale, this Assignment shall operate as an affirmation of such sale, assignment, transfer, conveyance, delivery, or quitclaim of all rights, titles, and/or interests, throughout the world, that the Assignor have or may have, or had or may have had, in and to the Assigned Trademark Rights to Assignee.
7. This Assignment, and the rights, titles, interests, duties and obligations hereunder, are freely assignable by Assignee in whole or in part. The duties and obligations of Assignor under this Assignment may not be assigned, delegated or transferred without the prior written consent of Assignee. This Assignment shall inure to the benefit of Assignee and its successors, assigns and other legal representatives, and shall be binding upon Assignor and its successors, assigns and other legal representatives.
8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution and delivery of counterparts of this Assignment, whether by facsimile or by scanned and emailed signatures or by original manual signature, and regardless of the variation in pagination or appearance, shall be binding upon the Parties executing this Assignment.

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ASSIGNOR:

CHASE PRODUCTS CO.,
an Illinois corporation

By: 
Name:
Title:

ASSIGNEE:

CHASE PRODUCTS CO.,
a Delaware corporation

By: _____
Name: Judy Albazi
Title: President and CEO

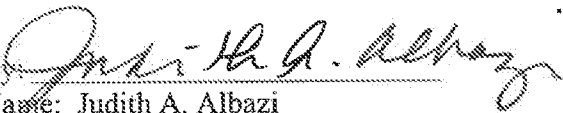
ASSIGNOR:

CHASE PRODUCTS CO.,
an Illinois corporation

By: _____
Name:
Title:

ASSIGNEE:

CHASE PRODUCTS CO.,
a Delaware corporation

By: 
Name: Judith A. Albazi
Title: President

Assignment of Trademark Rights

Schedule A

Trademarks and Trademark Applications

Trademark	Registration Number/Application Number	Registration Date/Filing Date
PUTTING THE BEST AT YOUR FINGERTIPS	2,493,283	9/25/2001
PUTTING THE BEST AT YOUR FINGERTIPS	2,478,651	8/14/2001
SMOOTH TRACK	1,842,611	7/5/1994
CHAMPION SPRAYON	645,334	5/14/1957
CHAMPION SPRAYON	1,944,945	1/2/1996
CHAMPION SPRAYON and Design	944,093	7/25/2006
CHAMPION SPRAYON and Design	856,934	10/27/2004
CHAMPION SPRAYON and Design	868,480	2/24/2005
CHAMPION SPRAYON and Design	2,739,394	7/22/2003
CHAMPION SPRAYON and Design	2,712,333	5/6/2003
CHASE-MM	671,060	12/16/1958
COLORSPRAY	1,924,970	10/10/1995
CHASE CASE	2,424,081	1/23/2001
PROSALL	2,070,453	6/10/1997
MISCELLANEOUS DESIGN (Running Man Logo)	2,267,091	8/3/1999
MISCELLANEOUS DESIGN (Running Man Logo)	2,261,037	7/13/1999
CHAMPION WIPE ON	3,674,202	8/25/2009
RUST CURB	1,575,906	1/9/1990
SANTA and Design	2,262,681	7/20/1999
SNO BLOWER	2,189,961	9/15/1998
DECORATING MAGIC	2,341,016	4/11/2000
DECORATING MAGIC	1,821,388	2/15/1994
KILL ZONE	2,127,536	1/6/1998
SPRAYPAK	802,021	1/18/1966
SPRAYPAK	802,119	1/18/1966
SPRING LINEN	2,547,540	3/12/2002
WOODS GUARD	2,803,770	1/6/2004
CHAMPION'S CHOICE	3,230,394	4/17/2007
I'M TOO SEXY FOR THE SUN	3,028,741	12/13/2005
SOLATTE	3,154,818	10/10/2006
SALON SOLATTE	2,996,085	9/13/2005
SALON S SOLATTE and Design	3,069,317	3/14/2006
COLORSPRAY ULTIMATE	3,724,499	12/15/2009
SPRAYSCENTS	3,757,428	3/9/2010
COLORSPRAY ULTIMATE & DESIGN	3,847,129	9/14/2010
GREEN WORLD	4,382,499	8/13/2013

Trademark	Registration Number/Application Number	Registration Date/ Filing Date
GREEN WORLD N & LEAF DESIGN	4,853,974	11/17/2015
CHASE'S HOME VALUE	4,974,704	6/7/2016
CHASE'S & DESIGN	5,050,701	9/27/2016
CHASE'S HOME VALUE & DESIGN	4,966,184	5/24/2016
CHASE'S CLEAN HOME	5,932,262	12/10/2019
CHASE'S CLEAN HOME & Design	5,932,263	12/10/2019
CHAMPION WIPE ON (and Crown Design)	3,579,823	2/24/2009
SCENT-TIZER	77/448,305	4/15/2008
CLIPPERCARE	2,606,210	8/6/2002
SURE GRIP	2,556,764	4/2/2002
CHAMPION SPRAYON	114,309	3/23/2000
CHASE'S PRODUCTS CHASE'S CHASE-M and Design	2,261,068	7/13/1999
CHASE PRODUCTS CO. THE QUALITY FIRST COMPANY	2,259,172	7/6/1999
CHASE PRODUCTS THE QUALITY FIRST COMPANY & DESIGN	1,862,893	11/15/1994
CLIPPERCARE	3,580,372	2/24/2009
ELITE	2,342,365	4/18/2000
ECAN	2,523,153	12/25/2001
COTTONTAIL and Design	2,253,298	6/15/1999
COUNTRY ESSENCE	1,687,457	5/19/1992
TOWEL ABOARD	2,462,511	6/19/2001
E CAN (STYLIZED)	2,652,228	11/19/2002
CHAMPION SPRAYON and Design	117,590	9/8/2000
PROFESSIONAL AEROSOLS IN A BETTER PACKAGE	2,728,895	6/24/2003
GALV-OFF	2,899,900	11/2/2004
MI SOLE'	3,123,102	8/1/2006
E CAN (Stylized)	3,487,909	8/19/2008
ECAN	3,484,121	8/12/2008
CHASE'S	86/621,227	5/6/2015
MIO SOLE	78/420,240	5/17/2004
SCENT-TIZER	78/253,171	5/22/2003
AMERICAN CLASSIC	77/020,025	10/12/2006
EVERYDAY AEROSOLS IN A BETTER PACKAGE	76/143,691	10/10/2000
ALL FRESH	75/928,738	2/25/2000
BATCH MATCH	75/904,813	1/28/2000
SNAP GLOSS	75/849,680	11/15/1999
ERING	2,543,371	2/26/2002
CHASE'S PRODUCTS CHASE'S CHASE-M	2,401,785	11/7/2000
AMERICA'S HOME VALUE	75/751,173	7/14/1999
SPRAYSCENTS	75/716,669	5/28/1999
AMERICAN VALUE	75/539,685	8/20/1998

Trademark	Registration Number/Application Number	Registration Date/Filing Date
COUNTRY ESSENCE	2,441,333	4/3/2001
CHASE PRODUCTS CO. THE QUALITY FIRST COMPANY	2,244,759	5/11/1999
HIGH ROLLER	2,319,827	2/15/2000
SPOOKY	75/459,222	3/30/1998
SPOOKY	75/458,132	3/30/1998
PROPLUS	75/420,991	1/21/1998
COLOUR ESSENCE	75/420,850	1/21/1998
CLEAN STAR	75/355,376	9/11/1997
PROSALL PROTOWELS	75/324,642	7/15/1997
CHAMPION WIPE ON	75/312,556	6/20/1997
DOES WONDERS	75/237,050	2/5/1997
OLDE NORDIC	2,191,340	9/22/1998
DOES WONDERS	75/103,669	1/28/1997
DOES WONDERS	2,055,073	4/22/1997
CHAMPION SPRAYON	75/087,394	4/12/1996
ENVIROFRIEND	75/010,774	10/26/1995
SOLVEX	74/705,864	7/25/1995
CLEAN STAR PROFESSIONAL TEAM	74/650,900	3/23/1995
SNO BLOWER	74/573,497	9/14/1994
HANG TUFF	74/482,175	1/25/1994
PERFECT TOUCH	74,398,495	6/3/1993
SMOOTH TRACK SOOTHE SHAVE	74/398,494	6/3/1993
SPRAYPAK	72/148,476	7/6/1962
SOLVEX	321,752	2/12/1935
BREEZE	75/361,739	9/23/1997
SNO BLOWER	992,112	8/27/1974
DOES WONDERS	933,752	5/16/1972
PRINCESS VAL	820,047	12/6/1966
SPRAYPAK	802,120	1/18/1966
CHASE'S	659,719	3/25/1958
CHASE'S CHASE-M	659,718	3/25/1958