FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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Corrective

RE

05-26-1998

100719431

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of P

...ned original documents or copy thereof.

1. Name of conveying party(ies):

USA Detergents, Inc.

- ☐ Individual(s)
- ☐ General Partnership
- XX Corporation-State
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

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

Name: PNC Bank, National Association

Internal Address:

Street Address: Two Tower Center Blvd.

City: E.Brunswick State: NJ ZIP: 08816

- ☐ Individual(s) citizenship
- X Association National Bank
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic represetative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- X Security Agreement
- X Other corrective security, previously recorded at Reel 1699/Frame 0747
- ☐ Merger
- ☐ Change of Name

Execution Date: February 25, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

1,919,145	1,657,774	1,742,065
1,861,340	2,043,674	2,002,497
2,028,783	1,952,070	2,100,538
1,575,962	2,059,626	1,977,012

Additional numbers attached? X Yes ☐ No

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

Name: Elizabeth Hamerschlag

Internal Address: c/o Pitney, Hardin, Kipp & Szuch

Street Address: 200 Campus Drive Florham Park,

City: Florham Park State: NJ ZIP: 07932

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....$ 565.00

- X Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

05/22/1998 JSHABAZZ 00000003 1919145

01 FC:481 40.00 OP
02 FC:482 525.00 OP

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth Hamerschlag
Name of Person Signing

Signature

5/18/98
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1729 FRAME: 0722

Addendum to Recordation Form Cover Sheet

Classic Xtra	Serial No. 75/151,282
Power Scrub (word mark)	Serial No. 75/282,138
Speedway	Registration No. 2,045,116
Stars/Flagg/100% Design	Serial No. 75/151,326
Swiss Pine	Registration No. 1,656,550
Touch of Glass	Registration No. 1,575,961
USA & Design	Registration No. 1,691,110
USA and Flag & Stars Design	Registration No. 2,007,897
USA/Flag & Stars/Detergents, Inc.	Serial No. 75/151,327
Xtra Fresh (Word Mark)	Serial No. 75/198,094

FORM PTO-1584
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RE 03-13-1998

SHEET Y 481/40 482/525

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of P 100662251 tached original documents or copy thereof.

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USA Detergents, Inc.

FEB 27 1998
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☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

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Internal Address:

Street Address: Two Tower Center Boulevar

City: E. Brunswick State: NJ ZIP: 08816

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☒ Association National
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☐ Other

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(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date:

4. Application number(s) or patent number(s):

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☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

RECEIVED
RECEIPT ACCTING. DIV.

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth Hamerschlag
Name of Person Signing

Signature

2/26/98
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL/FRAME: 0724

Addendum to Recordation Form Cover Sheet

Classic Xtra	Serial No. 75/151,282
Power Scrub (word mark)	Serial No. 75/282,138
Speedway	Registration No. 2,045,116
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Touch of Glass	Registration No. 1,575,961
USA & Design	Registration No. 1,691,110
USA and Flag & Stars Design	Registration No. 2,007,897
USA/Flag & Stars/Detergents, Inc.	Serial No. 75/151,327
Xtra Fresh (Word Mark)	Serial No. 75/198,094

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PLEDGE OF TRADEMARK AS SECURITY
UNITED STATES TRADEMARKS

This Pledge of Trademarks as Security ("Pledge") made this __ day of February, 1998, by USA Detergents, Inc., a Delaware corporation, with offices located at 1735 Jersey Avenue, North Brunswick, New Jersey 08902 ("Borrower"), and delivered to PNC Bank, National Association, a national bank, with offices located at Two Tower Center Boulevard, East Brunswick, New Jersey 08816 ("PNC").

WHEREAS, Borrower has acquired the trademarks listed on Schedule "A" annexed hereto (the "Trademarks"), as evidenced by records in the Office of the Commissioner of Patents and Trademarks of the United States; and

WHEREAS, Borrower is the owner of and has exclusive right, title and interest in and to the Trademarks, and

WHEREAS, PNC has entered into a commercial financing arrangement with Borrower pursuant to which loans and advances may be made by PNC to Borrower (hereinafter referred to as the "Loan") evidenced by an Amended and Restated Loan and Security Agreement and related loan documents (collectively, the "Loan Documents") dated of even date and executed contemporaneously herewith, and

WHEREAS, PNC desires to acquire the Trademarks as security for the Loan and all other obligations of Borrower to PNC related thereto.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, Borrower and PNC, intending to be legally bound, hereby covenant and agree as follows:

1. To secure the Loan and all other obligations of Borrower to PNC related thereto, as set forth in the Loan Documents, Borrower hereby grants to PNC a security interest in and to all of its present and future, right, title and interest in and to the Trademarks and proceeds thereof.

2. Borrower hereby covenants and agrees to take no action to abandon the Trademarks and shall take all reasonable action necessary to preserve said Trademarks.

3. So long as Borrower is not in default hereunder or under the Loan Documents, or under any of the other security agreements now or hereafter entered into between Borrower and PNC, Borrower shall own the Trademarks and may sell goods and/or services under the Trademarks and freely license and sub-license others thereunder, and PNC shall have no right to make, use the Trademarks or sell goods or services under the Trademarks or to grant or issue any exclusive or non-exclusive license to make, use and sell under the Trademarks or assign, pledge or otherwise transfer title

to Trademarks to any third party. Provided, however, that any and all licenses which Borrower may grant to others shall be subject to the terms and conditions of this Pledge and, provided, further that Borrower shall not sell any of the Trademarks without at least 30 days advance written notice to PNC.

4. If Borrower shall be in default hereunder, or under the Loan Documents, or under any of the other security agreements now or hereafter entered into between Borrower and PNC, Borrower hereby covenants and agrees that PNC, as the holder of the security interest under the Uniform Commercial Code, as now or hereafter in effect, may take such action as is permitted hereunder, or under the Loan Documents, or under the security agreements now or hereafter entered into between Borrower and PNC or otherwise permitted by law, in exclusive discretion to foreclose upon the Trademarks. For such purposes and in the event of Borrower's default hereunder, or under the Loan Documents, or under the security agreements, Borrower hereby authorizes and empowers PNC to constitute and appoint any officer or agent of PNC as PNC may select in its exclusive discretion, as Borrower's true and lawful attorney-in-fact with the power to assign to others all Borrower's right, title and interest in and to the Trademarks and, as appropriate, endorse Borrower's name on all applications, documents, papers and instruments necessary for PNC to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party or necessary for PNC to assign, pledge, convey or otherwise transfer title in the Trademarks to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Pledge, the security agreements and until the Loan and all obligations of Borrower to PNC related thereto have been paid and satisfied in full.

5. All rights and remedies of PNC granted to PNC shall be in addition to any rights and remedies granted to PNC under the Loan Documents, or any of the other security agreements now or hereafter entered into between Borrower and PNC.

6. Upon Borrower's performance of all of its obligations under the Loan Documents and the other security agreements and full payment and satisfaction of the Loan and all of Borrower's liabilities to PNC related thereto, PNC shall execute and deliver to Borrower a written reassignment of Lender's security interest in and to the Trademarks which is granted hereby, together with other such documents as may reasonably be requested by Borrower to cancel all rights of PNC in or under the Trademarks.

[INTENTIONALLY LEFT BLANK]

TRADEMARK
REEL: 1729 FRAME: 0727

7. While PNC is a secured party, it shall have no obligation or responsibility to protect or defend the Trademarks and Borrower shall, at its own expense, protect, defend and maintain the same. If Borrower fails to comply with the foregoing, PNC may do so in its own name or in Borrower's name, but at Borrower's expense.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

USA DETERGENTS, INC.

By:_____
Name: URI EVAN
Title: CHAIRMAN of the BOARD and CEO

ACCEPTED AND AGREED TO:
PNC BANK, NATIONAL ASSOCIATION

By:_____
Name: Kevin D. Drew
Title: Vice President

STATE OF NEW JERSEY:
SS:
COUNTY OF MORRIS:

BE IT REMEMBERED, that on this 25 day of February, 1998, before me the subscriber, an officer authorized pursuant to N.J.S.A. 46:14-6, personally appeared Uri Evan, who, being by me duly sworn on oath, deposes and makes proof to my satisfaction, that he is the Chairman + CEO of USA Detergents, Inc., the corporation named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of said corporation; that deponent well knows the corporate seal of said corporation; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by said Chairman + CEO as and for the voluntary act and deed of said corporation.

Judith D. Krickus

Notary Public

JUDITH D. KRICKUS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 19, 2001

Schedule A

Captain Shine	Registration No. 1,919,145
Classic Xtra	Serial No. 75/151,282
Crystal Shine	Registration No. 1,657,774
FineCare	Registration No. 1,742,065
FineCare	Registration No. 1,861,340
FineCare	Registration No. 2,043,674
Miscellaneous Design (one-half star)	Registration No. 2,002,497
Miscellaneous Design (one-half star)	Registration No. 2,028,783
Miscellaneous Design (Bottle Shape)	Registration No. 1,952,070
Miscellaneous Design (22 oz Trigger Bottle)	Registration No. 2,100,538
Nice'N Fluffy	Registration No. 1,575,962
Performance Plus	Registration No. 2,059,626
Plumber's Aid	Registration No. 1,977,012
Power Scrub (word mark)	Serial No. 75/282,138
Speedway	Registration No. 2,045,116
Stars/Flagg/100% Design	Serial No. 75/151,326
Swiss Pine	Registration No. 1,656,550
Touch of Glass	Registration No. 1,575,961
USA & Design	Registration No. 1,691,110
USA and Flag & Stars Design	Registration No. 2,007,897
USA/Flag & Stars/Detergents, Inc.	Serial No. 75/151,327
Xtra Fresh (Word Mark)	Serial No. 75/198,094

TRADEMARK
RECORDED: 05/20/1998 REEL: 1729 FRAME: 0730