

REC

12-28-2001

SHEET



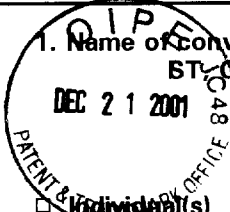
Y 12-21-01

Tab settings

101926674

To the Honorable Commissioner of Pat.

Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):
ST. CORP.

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

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

3. Nature of conveyance:

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

December 18, 2001

Execution Date:

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Street Address : 500 West Monroe

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State DE
- Other _____

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

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

4. Application number(s) or trademark

A. Trademark Application No.(s)
See the attached

B. Trademark Registration
See the attached

Additional numbers attached? No

76 080 775

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

Name: 1

Internal Address: Reedfax
Crystal Plaza One
Suite 1207
2001 Jefferson Davis Hwy.
Arlington, Virginia 22202

Street Address: _____

City: _____ St: _____ ZIP: _____

6. Total number of applications and registrations

8

7. Total fee (37 CFR 3.41)..... \$ 215.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

12/27/2001 6TON11 00000180 76080775

DO NOT USE THIS SPACE

01 FC:441 40.00 OP
02 FC:442 175.00 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.

Terese M. Scholl
Name of Person

Terese M. Scholl
Signature

12/19/01

Date

22

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:

TRADEMARKS

<u>Name</u>	<u>Application Number</u>	<u>Registration Number</u>
AD-SAMPLE	76,080,775	
COLOR DIMENSIONS	76,080,776	
COLOR PRELUDE	73,768,253	1,649,216
LIQI-SEAL	75,077,920	2,300,214
SHADE A PEEL	75,421,117	2,335,845
SHADEMATCH	76,010,395	
SHADESEAL	75,385,865	2,263,695
SURESHADE	75,398,058	2,361,115

TRADEMARK SECURITY AGREEMENT



THIS SECURITY AGREEMENT (the "**Agreement**") made as of this 18TH day of December, 2001, by IST, CORP., a Delaware corporation ("**Grantor**") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantee**");

W I T N E S S E T H

WHEREAS, AKI, Inc., a Delaware corporation and the owner of one hundred percent (100%) of the issued and outstanding capital stock of the Grantor ("**Borrower**"), Agent and the financial institutions party thereto as Lenders thereto have entered into that certain Amended and Restated Credit Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement), pursuant to which Lenders have agreed to make loans and other financial accommodations to or for the benefit of Borrower; and

WHEREAS, as a Subsidiary of Borrower, the Grantor acknowledges it will receive substantial direct and indirect benefits by the making of loans and other financial accommodations to or for the benefit of Borrower by the Lenders; and

WHEREAS, it is a condition precedent to the making of loans and other financial accommodations to or for the benefit of Borrower by the Lenders that the Grantor execute and deliver this Agreement; and

WHEREAS, the Grantor has executed and delivered to Agent an Amended and Restated Subsidiary Guaranty of even date herewith (as the same may be hereafter amended, supplemented, restated or otherwise modified and in effect from time to time, the "**Guaranty**"), pursuant to which the Grantor has agreed to guaranty for the benefit of Agent and Lenders the repayment and performance of all obligations of Borrower under the Credit Agreement;

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement of even date herewith between Grantor, Grantee and the other entities party thereto as Debtors (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, 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 (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment and performance of all obligations of Grantor arising pursuant to the Guaranty;

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 Credit Agreement, Guaranty and Security Agreement. The Credit Agreement, Guaranty and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, 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 (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement; provided, however, unless an Event of Default has occurred and is continuing, Grantor may grant licenses under the Trademarks in the ordinary course of its business.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

*- Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

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

IST, CORP., a Delaware corporation

By: Bruce Prashker
Name: Bruce Prashker
Title: Vice President

ACKNOWLEDGED AND AGREED TO
as of the day and year first written above:

HELLER FINANCIAL, INC., a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

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

IST, CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED TO
as of the day and year first written above:

HELLER FINANCIAL, INC., a Delaware corporation, as Agent

By: Casey Zmijewski
Name: Casey Zmijewski
Title: Vice President

ACKNOWLEDGEMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On the 6th day of December, 2001, before me personally appeared Bruce Prashkes, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is VP of IST, Corp., a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Evelyn Muñoz
Notary Public

{Seal}

My commission expires:

EVELYN MUNOZ
Notary Public State of New York
No. 01MU6041897
Qualified in New York County
Commission Expires May 15, 2002

SCHEDULE I



TRADEMARK SECURITY AGREEMENT BY IST, CORP.

DEC 18 2001 08:30 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.03

OCT 19 2001 18:09 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209,1212899757 P.03
 10/19/01 14:51 0212 359 0131 OSTROLENE FABER 002

Friday, October 19, 2001

Country List

Page: 1

Client: 00104 Color Preclude, Inc.

Trademark

Status

Application Number Filing Date Registration Number Registration Date

Country: AR Argentina

COLOR PRELUDE

PENDING

2208184 18-Mar-1999

FILE# 77104-159 AR

Classes: 20

Owner Name

Color Preclude, Inc.

COLOR PRELUDE

Pending

2258246 20-Dec-1999

FILE# 77104-179

Classes: 16

Owner Name

Color Preclude, Inc.

EQP SEAL

REGISTERED

2079168 23-Apr-1997

FILE# 77104-109

Classes: 16

Owner Name

Color Preclude, Inc.

SHADESEAL

PENDING

2146827 24-Apr-1998

FILE# AR 77104-140

Classes: 20

Owner Name

Color Preclude, Inc.

DEC 18 2001 08:30 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.04

OCT 19 2001 16:40 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209,1212889757 P.04
10/19/01 14:51 212 398 0891 OSTROLENK, FABER 003

Ref/day, October 19, 2001 Country List

Page: 1

Client: 00104 Color Preclude, Inc.

Trademark
SUBSERIALS

State Registered
File# AU 2194-131

Application Number 2130638
Filing Date 13-Aug-1998
Registration Number 1748310
Registration Date 11-Aug-1999
Renewal Date 11-Aug-2009
Class# 20

Owner Name
Color Preclude, Inc.

Country: AU Australia

Color Preclude

REGISTERED

707953

06-May-1996

707953

23-Apr-1998 06-May-2006

Class# 16, 20

Owner Name
Color Preclude, Inc.

LIQ-SRBL

REGISTERED
File# 7/104-110

733065
23-Apr-1997
733065
08-Jan-1998 23-Apr-2007
Class# 16

Owner Name
Color Preclude, Inc.

SRBL-SRBL

Registered
File# AU 2104-139

739880
16-Apr-1998
739180
07-May-2000 16-Apr-2009
Class# 16

Owner Name
Color Preclude, Inc.

DEC 18 2001 08:30 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.05

OCT 19 2001 16:40 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209,1212889757 P.05

10/19/01 14:52 0212 308 0881

OSTROLENSK, FABER

004

Friday, October 19, 2001

Country List

Page: 3

Client: 00104 Color Preclude, Inc.

Trademark

Status

Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
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Country: BR Brazil

COLOR PRECLUDE

Registered Filed: 7/10/95

819482501 19-Sep-1996 819482501 06-Apr-1999 06-Apr-2009

Class: 20

Owner Name
Color Preclude, Inc.

LOGO-BRAL

Registered Filed: 7/10/91

819913430 12-May-1997 819913430 20-Nov-2000 20-Jan-2010

Class: 16

Owner Name
Color Preclude, Inc.

SHADE A PERL

Pending Filed: 7/10/95

832426341 31-Jan-2000

Class: 20

Owner Name
Color Preclude, Inc.

SHADES-BRAL

Registered Filed: BR 7/10/94

820725323 05-Sep-1998 820725323 04-Feb-2000 04-Jul-2010

Class: 20

Owner Name
Color Preclude, Inc.

DEC 18 2001 08:30 FR HERRICK FEINSTEIN LLP 274 2500 TO #029.91212872100 P.06

OCT 19 2001 16:40 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209.1212889757 P.06

10/19/01 14:52 CP21: 386 0881

OSTROLENE, FABER

Friday, October 19, 2001

Country List

Check: 00104 Color Preclude Inc.

Trademark

Country: CA Canada

Status

Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
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COLORED PRELUDE

Registered
Class: T104-108

816284	25-Jun-1996	TMAA 544,885	10-Nov-2001	18-May-2016
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Classes: 3

Owner Name

Color Preclude, Inc.

LIQUID SEAL

Registered
Class: T104-108

843436	25-Apr-1997	TMAA 533,939	02-Oct-2000	02-Oct-2015
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Classes: 16

Owner Name

Color Preclude, Inc.

SHADE A PEBL

Registered
Class: T104-151

883760	08-Jul-1998	TMAA 548,718	26-Jul-2001	26-Jul-2016
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Classes: 20

Owner Name

Color Preclude, Inc.

SHADESAL

Registered
Class: T104-138

877354	06-May-1998	TMAA 546,383	08-Jun-2003	08-Jun-2016
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Classes: 20

Owner Name

Color Preclude, Inc.

DEC 18 2001 08:31 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.07
OCT-19 2001 16:40 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209,1212009757 P.07
10/10/01 14:32 212 388 0681 OSTRONK, FABER 008

Friday, October 19, 2001 Country List Page 5

Client: 001 04 Color Products, Inc.

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Reexam Date
SURSHADE	PENDING	878,849	21-May-1997			
		Ints: CA 7/104/129				
		Owner Name Color Products, Inc.				
		Class: 20				

Country: CR Cuba

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Reexam Date
COLORED PEARLS	REGISTERED	971005086	26-May-1997	3194486	28-Jul-1998	28-Jul-2008
		Ints: 7/104/113				
		Owner Name Color Products, Inc.				
		Class: 16				

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Reexam Date
LIQSEAL	Registered	988005501	12-Mar-1998	1383549	14-Apr-2000	14-Apr-2000
		Ints: 7/104/155				
		Owner Name Color Products, Inc.				
		Class: 16				

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Reexam Date
LIQSEAL	REGISTERED	980106388	19-Sep-1996	144467	21-Jan-1998	21-Sep-2003
		Ints: 7/104/98				
		Owner Name Color Products, Inc.				
		Class: 16				

DEC 18 2001 08:31 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.08

OCT-18 2001 16:41 FR HERRICK FEINSTEIN LLP 274 2500 TO #0208,1212889757 P.08

10/18/01 14:52 0212 398 0881

03780177, FABER

007

Friday, October 19, 2001

Country List

Page: 6

Client: 00104 Color Preclude, Inc.

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
SHADESRAI	Registered	9010044657	05-Mar-1998	1307880	28-Aug-1999	28-Aug-2009
	Renew:	037104-142				

Class: 20

Owner Name
Color Preclude, Inc.

Country: EU European Community

COLOR PRECLUDE	Registered	Renewal	Class
	153764	03-May-1998	25764
	Renew:	7104-91	
	Owner Name	Color Preclude, Inc.	

Class: 16

LIQISEAL	Registered	Renewal	Class
	364422	06-Sep-1998	364422
	Renew:	7108-97	
	Owner Name	Color Preclude, Inc.	

Class: 16

SHADE A TEST	Registered	Renewal	Class
	850494	17-Jan-1998	840494
	Renew:	7104-150	
	Owner Name	Color Preclude, Inc.	

Class: 20, 03, 16

DEC 18 2001 08:31 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.09

OCT-19 2001 16:41 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209,1212885757 P.09

10/19/01 14:32 212 398 0881

OSTROLENK, PABER

000

Friday, October 19, 2001

Country List

Page 7

Client: 01004 Color Preclude, Inc

Trademark
SHADSEBAL

Status
Registered
Class: T104-L17

Application Number	Filing Date	Registration Number	Registration Date	Resurrev Date
00081364	24-Apr-1998	00081364	04-Nov-1999	24-Apr-2008

Class: 20, 16, 3

Owner Name
Color Preclude, Inc

SHADSEBAL

Registered
Class: EC-T104-L17

Application Number	Filing Date	Registration Number	Registration Date	Resurrev Date
429101	19-May-1998	629101	14-Oct-1998	19-May-2008

Class: 3, 16, 20

Owner Name
Color Preclude, Inc

Country: JP

Color Preclude

Registered
Class: PR-VTR-211B

Application Number	Filing Date	Registration Number	Registration Date	Resurrev Date
134751	05-Feb-1999	131634	05-Jan-1999	05-Jun-2002

Class: 3

Owner Name
Color Preclude, Inc

Country: JP

Color Preclude

Registered
Class: T104-L17

Application Number	Filing Date	Registration Number	Registration Date	Resurrev Date
0399431996	30-May-1996	410629	23-Jun-1998	23-Jun-2003

Class: 16

Owner Name
Color Preclude, Inc

DEC 18 2001 08:31 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.10
OCT-19 2001 16:41 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209,1212888757 P.12
10/19/01 14:53 212 398 0861 OSTROLENK, FABER 009

Trade, October 19, 2001

Country List

Page 1

Client: 01104 Color Products, Inc.

Trademark
LIQ-SREAL

Status
REGISTERED

Mark: TMOL 102

Owner Name
Color Products, Inc.

Application Number 1147731/1996 Filing Date 25-Sep-1996 Registration Number 4192216 Registration Date 25-Sep-1998 Renewal Date 25-Sep-2009

Class: 20

LIQ-SREAL

REGISTERED
TMOL: 7/104-99

Owner Name
Color Products, Inc.

1087007/1996 25-Sep-1996 4166352 10-Jul-1998 10-Jul-2008

Class: 16

SHADN A BERT

REGISTERED
TMOL: 7/104-152

Owner Name
Color Products, Inc.

0621531/1998 21-Jul-1998 4301253 30-Jul-1999 30-Jul-2009

Class: 16, 20

SHADN A BERT

REGISTERED
TMOL: 7/1104-143

Owner Name
Color Products, Inc.

0319151/1998 14-Apr-1998 4283569 21-Jun-1999 11-Jun-2009

Class: 16, 20

DEC 18 2001 08:32 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.11
OCT-19 2001 16:42 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209,1212889757 P.11
10/19/01 14:13 0212 388 0881 OSTROLENK, FABER @010

Friday, October 19, 2001 Country List

Page: 9

Client: CHINA Color Precede, Inc.

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
SURESMADR	REGISTERED	0405571998	01-Jun-1998	4290230	02-Jul-1999	02-Feb-2005

Serial: JP 0766134

Class: 16

Owner Name
Color Precede, Inc.

Country: KR Korea, Republic of

Color Precede	Registered	Serial	Registered	Class
	1743671997	17-Apr-1997	429484	14-Nov-1998 14-Nov-2005

Serial: 7704-112

Class: 20

Owner Name
Color Precede, Inc.

LIQ-SBAL	Registered	Serial	Registered	Class
	408541995	10-Sep-1996	394294	04-Feb-1998 04-Feb-2003

Serial: 7704-100

Class: 20

Owner Name
Color Precede, Inc.

SHADSBAL	Registered	Serial	Registered	Class
	101827998	16-Apr-1998	458979	19-Oct-1999 19-Oct-2009

Serial: KR 7704-144

Class: 10

Owner Name
Color Precede, Inc.

DEC 18 2001 08:32 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.12
 OCT. 19 2001 15:42 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209,1212888757 P.12
 0212 398 0881 OSTROLENT, FABER 011

Patley, October 19, 2001 Country List Page: 10

Client: WJW Color Products, Inc.

Trademark	Country	Class	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date
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AD-SAMPLE Pending 7104-187 76800,775 25-Jun-2000 Classes: 20

Owner Name: Color Products, Inc.

COLOR DIMENSIONIS Pending 7104-186 76800,776 25-Jun-2000 Classes: 20

Owner Name: Color Products, Inc.

COLOR PRODUCTS Registered 73768,213 06-Dec-1988 1,619,216 02-Jul-1991 02-Jul-2001 Classes: 1

Owner Name: Color Products, Inc.
 Color Acquisition, Inc.

LIQ-SHAL Registered 73707,920 25-Mar-1996 2,300,214 14-Dec-1999 14-Dec-2000 Classes: 20

Owner Name: Color Products, Inc.

DEC 18 2001 09:32 FR HERRICK FEINSTEIN LLP 274 2500 TO #029,91212872100 P.13

OCT. 19 2001 18:42 FR HERRICK FEINSTEIN LLP 274 2500 TO #0209,1212889757 P.13

10/19/01 14:53

0212 398 0061

09760LENK.FABER

012

Friday, October 19, 2001 Country List

Client: 00104 Color Products Inc

Trademark: SHADE A PIG.

Status: Registered
Filing Date: 21-Jan-1998
Registration Number: 2,315,845
Renewal Date: 06-Jun-2009
Class: 20

Application Number: 794421,117
Filing Date: 21-Jan-1998
Registration Number: 2,315,845
Renewal Date: 06-Jun-2009
Class: 20

Owner Name: Color Products, Inc

SHADEMATCH

Registered: 7/19/1993

76/010,395 21-Nov-2000

Class: 020

Owner Name: Color Products, Inc

SHADEBALL

Registered: 7/10/1996

78/345,865 06-Nov-1997 2,263,895 20-Jul-1999 20-Sep-2009

Class: 20

Owner Name: Color Products, Inc

SUPERSHADE

Registered: 7/10/1997

78/398,058 01-Dec-1997 2,361,115 23-Jan-2000 27-Jan-2010

Class: 20

Owner Name: Color Products, Inc

** TOTAL PAGE.13 **

** TOTAL PAGE.13 **

TRADEMARK

REEL: 002413 FRAME: 0856

RECORDED: 12/21/2001