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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Simoniz USA, Inc.

9-18-02

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

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

3. Nature of conveyance:

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

Execution Date: September 6, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: Lee Farm Corporate Park
83 Wooster Heights Road

City: Danbury State: CT Zip: 06810

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

If assignee is not domiciled in the United States, a domestic representative 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 registration number(s):

A. Trademark Application No.(s)

78/098,635
~~76/299,140~~
78/119,142

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: John C. Linderman

Internal Address: 2255-110

Street Address: CityPlace II

185 Asylum Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0235

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

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.

John C. Linderman

Name of Person Signing

Signature

Sept 18, 2002

Date

09/25/2002 DBYRNE 00000073 78098635

Total number of pages including cover sheet, attachments, and document: 12

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

**AMENDMENT NO. 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 6, 2002, is made by SIMONIZ USA, INC., a Connecticut corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation and successor by merger to General Electric Capital Corporation a New York corporation ("GECC"), and is consented to by SIMONIZ SPECIALTY MARKETS DIVISION LLC, a Delaware limited liability company ("Second Borrower")

WITNESSETH:

WHEREAS, the Grantor, the Second Borrower and GECC are parties to that certain Loan and Security Agreement, dated as of October 26, 2000 (the "Original Loan Agreement"), as amended by a First Amendment And Waiver To Loan And Security Agreement dated as of October 31, 2001 (the "First Amendment to Loan Agreement") and as further amended by a Second Amendment And Waiver To Loan And Security Agreement dated as of February 15, 2002 (the "Second Amendment to Loan Agreement"; the Original Loan Agreement, as so amended by the First Amendment To Loan Agreement, by the Second Amendment to Loan Agreement and as may be from time to time further amended, restated, supplemented or otherwise modified, is hereinafter referred to as the "Loan Agreement"); and

WHEREAS, GECC has agreed to make Loans for the benefit of the Grantor under the terms of the Loan Agreement; and

WHEREAS, to secure the complete and timely payment of all Obligations of the Grantor to GECC, the Grantor executed and delivered to GECC an Intellectual Property Security Agreement And Consent And Confirmation Of Subordination dated as of October 26, 2000 and recorded in the Assignment Records of the United States Patent and Trademark Office at Reel/Frame 002248/0737 (the "Intellectual Property Security Agreement"), pursuant to which the Grantor pledged and granted to GECC a continuing first priority security interest in all of Grantor's right, title and interest in all existing and after-acquired Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement), which property is more specifically set forth in Schedule I and Schedule II to the Intellectual Property Security Agreement; and

WHEREAS, the Grantor has advised GECC that it has filed two new patent applications (collectively, the "New Patent Applications"), including Method For Using Vehicle Tire Applicator (Serial No. 09/790,466, filing date May 5, 2000) and Applicator Pad For Use With An Apparatus For Applying A Fluid To Vehicle Tires (Serial No. 10/164,170, filing date June 5, 2002) and three new trademark applications (collectively, the "New Trademark Applications"), including GLOVE BOX WIPES (Serial No. 78/098,635, filing date December 17, 2001), SIMONIZ TIRE SHINER (Serial No. 76/299,140, filing date August 9, 2001) and MOTORISTS WISE USE SIMONIZ (Serial No. 78/ 119,142, filing date April 3, 2002); and

WHEREAS, the New Patent Applications and the New Trademark Applications constitute "after-acquired Intellectual Property Collateral" as described in the Intellectual Property Security Agreement; and

WHEREAS, GECC has requested and the Grantor has agreed to execute and deliver to GECC this Amendment No. 1 to Intellectual Property Security Agreement And Consent And Confirmation Of Subordination, to amend (i) Schedule I to the Intellectual Property Security Agreement to include the New Patent Applications on the list of Patents and Patent Licenses which is incorporated into the Intellectual Property Security Agreement and (ii) Schedule II to the Intellectual Property Security Agreement to include the New Trademark Applications on the list of Trademarks and Trademark Licenses which is incorporated into the Intellectual Property Security Agreement.

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. **Amendments.** The Intellectual Property Security Agreement is hereby amended so as to delete Schedule I and Schedule II thereto and insert in lieu thereof Schedule I and Schedule II attached hereto and made a part hereof.

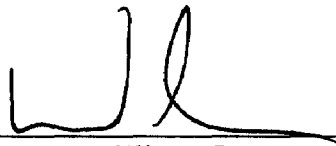
3. **Continuing Effect of Loan Agreement.** Except as expressly amended and modified hereby, the provisions of the Intellectual Property Security Agreement, and the Liens granted thereunder, are and shall remain in full force and effect.

4. **No Course of Dealing.** The execution and delivery of this Agreement (or any other amendment (past, present or future)) shall not be construed or interpreted to create a custom or course of dealing or performance (or any duty or obligation) pursuant to which GECC is required to obtain an agreement or confirmation from the Grantor, or to notify the Grantor, with respect to any modification or other event or circumstance. No such agreement or confirmation or notice shall be necessary in connection with any such modification or other event or circumstance in order to keep the obligations of the Grantor under the Intellectual Property Security Agreement in full force and effect, said obligations being unconditional as set forth therein.

5. **Counterparts.** This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.


IN WITNESS WHEREOF, Grantor has caused this Amendment No. 1 To Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIMONIZ USA, INC.


By: 
Name: William Gorra
Title: President

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Antimo Barbieri
Title: Duly Authorized Signatory

SIMONIZ SPECIALTY MARKETS DIVISION LLC

By: 
Name: William Gorra
Title: Manager

ISSUED PATENTS: U.S.

File No./Country	Name	Issue Date Patent No.	Brief Abstract	Status
2255-61/United States	Polish Composition Forming Hydrophilic Layer and Spray-Away Polishing Process	7/19/94 5330787		Next annuity due 1/19/06.
2255-93/United States	Method and Apparatus for Monitoring and Reporting Handwashing	8/31/99 5,945,910		Expires 2/11/18.

PENDING PATENTS: U.S.

File No./Country	Name	Issue Date Patent No.	Brief Abstract	Status
2255-107/United States	Vehicle Tire Dressing and Method for its Use	5/5/2000 09/565,798		Issue fee paid 6/20/02. Awaiting issued patent.
2255-107-1/United States	Method for using Vehicle Tire Applicator	2/22/01 09/790,466		Issue fee paid 7/10/02. Awaiting issued patent.
2255-107-2/United States	Applicator Pad for use with an Apparatus for Applying A Fluid to Vehicle Tires	6/5/02 10/164,170		Awaiting action from Patent Office.

REGISTERED TRADEMARKS: U.S.

File No. Country	Trademark	Reg./Issue Date Reg./TM No.	Int'l Class	Goods Covered	Status
2255-30 United States	Aqua-Lock	5/23/95 1,894,759	3	Preparations for cleaning, polishing and waxing automotive surfaces.	Sections 8 & 15 Declaration accepted 11/27/00. Renewal due 5/23/05.
2255-31 United States	Detailer's Choice	5/23/95 1,894,755	3	Preparations for cleaning and polishing and waxing automotive surfaces.	Sections 8 & 15 Declaration accepted 11/29/00. Renewal due 5/23/05.
2255-65 United States	Dr. Simo (design only)	6/22/99 2,254,701	36	Providing extended warranty protection programs for the interior and exterior surfaces of automotive vehicles.	Sections 8 & 15 due 6/22/04. First renewal due 6/22/09.
2255-11 United States	Gentle Touch	4/28/87 1,438,326	37	Automobile washing services.	Renewal due 4/28/07.
2255-74 United States	It's Like Driving A New Car...Again!	5/26/98 2,160,500	37	Car washing and car cleaning and detailing services.	Sections 8 & 15 Declaration due between 5/26/03 - 5/26/04. First renewal due 5/26/08.

{00014727; 3; 2600-12}

File No. Country	Trademark	Reg./Issue Date Reg./TM No.	Int'l Class	Goods Covered	Status
2255-32 United States	Master Wax	12/25/62 742,534	4	Preparation for beautifying and protecting surfaces	Renewal due 12/25/02. Reminder sent to client 6/24/02. Awaiting instructions.
2255-33 United States	Motorists Wise Simoniz	9/15/53 580,021	16	Hard paste waxlike material for providing a coating or film particularly for protective and	Renewal due 9/15/03.
2255-06 United States	Once Again	3/22/83 1,231,602	3	Restoration products for masonry, wood and metal such as paint and varnish removers and masonry cleaners.	Renewal due 3/22/03.
2255-23 United States	Perma Scents	6/6/95 1,897,282	5	Air fresheners and deodorizers principally for use in automobile interiors and rooms, namely homes, offices	Sections 8 & 15 Declaration accepted 1/16/01. Renewal due 6/6/05.
2255-35 United States	Prism	9/7/76 1,047,454	3	Automotive wax	Renewal due 9/7/06.
2255-36 United States	Royale	2/11/75 1,004,413	4	Automotive cleaner wax.	Renewal due 2/11/05.
2255-98 United States	Sealite	7/2/02 2,589,037	1	Pneumatic tire sealant.	Sections 8 & 15 Declaration due between 7/2/07 - 7/2/08. Renewal due 7/2/12.

File No. Country	Trademark	Reg./Issue Date Reg./TM No.	Int'l Class	Goods Covered	Status
2255-38 United States	Simoniz	9/18/90 1,613,464	3	Floor care preparations namely, cleaners, strippers, restorers, sealers, finishes and buffing compounds.	Renewal application accepted 11/29/00. Next renewal due 9/18/10
2255-39 United States	Simoniz	11/27/90 1,625,221	37	Services of cleaning, washing, polishing, buffing and waxing automobiles and other vehicles and their parts.	Renewal application accepted 8/15/01. Next renewal due 11/27/10.
2255-40 United States	Simoniz	7/22/52 561,771	16	Hard paste waxlike material for providing a coating or film particularly for protective and.	Renewal application accepted 6/7/02. Next renewal due 7/22/12.
2255-41 United States	Simoniz	9/9/52 563,837	4	Cleaning and polishing compounds, in both paste and liquid form, for any painted, lacquered, enameled, or porcelain.	Renewal application filed 6/7/02. Awaiting acceptance.
2255-42 United States	Simoniz	9/9/52 563,838	3	Chrome and metal cleaner in liquid form, and for a tar solvent in liquid form.	Renewal application filed 6/7/02. Awaiting acceptance.
2255-43 United States	Simoniz	6/12/56 628,491	4	Floor wax	Renewal due 6/12/06.
2255-45 United States	Simoniz	9/3/68 855,781	3	Car wash preparations and windshield washer solvent.	Renewal due 9/3/08.
2255-46 United States	Simoniz	12/17/68 862,125	3	Rug shampoo	Renewal due 12/17/08.

{00014727; 3; 2600-12}

File No. Country	Trademark	Reg./Issue Date Reg./TM No.	Int'l Class	Goods Covered	Status
United States		862,125			
2255-49 United States	Simoniz Bar/Sun Design (design only)	2/13/96 1,946,438	3	Automotive polishes, waxes washes, cleaners, and chrome and metal cleaners.	Sections 8 & 15 accepted 9/19/01. Renewal due 2/13/06.
2255-48 United States	Simoniz & Design (Solid Bars)	3/20/90 1,587,378	3	Automotive cleaners, washes, polishes, waxes, bug and tar removers and polymer treatment preparation.	Renewal due 3/20/10.
2255-75 United States	Simoniz Express Detail	7/14/98 2,172,710	37	Car cleaning and detailing services.	Sections 8 & 15 Declaration due between 7/14/03 - 7/14/04. First Renewal Due 7/14/08.
2255-50 United States	Simoniz Quality Seal Guaranteed Since 1911 & design	2/27/96 1,958,831	3	Automotive polishes, waxes, washes, cleaners, and chrome and metal cleaners.	Sections 8 & 15 Declaration accepted 9/19/01. Renewal due 2/27/06.
2255-24 United States	Smart-Wash Household Cleaning Products	10/26/99 2,289,121	3, 4	Laundry and dish detergents, glass cleaners, non-abrasive liquid cleansers, detergents with	Sections 8 & 15 Declaration due between 10/26/04 - 10/26/05. Renewal due 10/26/09.
2255-51 United States	Super Blue	12/7/93 1,808,727	3	Automotive wax, wash, polish and cleaner.	Renewal due 12/7/03.
2255-52 United States	Superpoly	10/4/88 1,506,742	3	Preparations for cleaning and polishing automobile bodies and other surfaces.	Renewal due 10/4/08.
2255-82 United States	System 5	12/8/98 2,209,031	3, 37	Automotive paint sealers; Automotive paint cleaners	Sections 8 & 15 Declaration due between 12/8/03 - 12/8/04. First

{00014727; 3; 2600-12}

File No. Country	Trademark	Reg./Issue Date Reg./TM No.	Int'l Class	Goods Covered	Status
United States		2,209,031		and polishes; For Providing extended warranty paint.	Renewal Due 12/8/08.
2255-73 United States	Today is a Great Day for a Car Wash	6/2/98 2,161,912	37	Car washing services.	Sections 8 & 15 Declaration due between 6/2/03-6/2/04. First Renewal Due 6/2/08.
2255-53 United States	Vista	6/4/57 646,267	4	Car wax and cleaner.	Renewal due 6/4/07.
2255-54 United States	Vista	2/26/63 745,623	4	Combination floor cleaner and polish.	Renewal due 2/26/03.
2255-86	Wash Clock	1/22/02 2,532,365	9	Computerized soap dispenser for identifying individuals and recording the times when the individuals wash themselves.	Sections 8 & 15 Declaration due between 1/22/07 - 1/22/08. Renewal due 1/22/12.
2255-55 United States	Winter Wax	12/3/63 761,098	4	Cleaning and polishing composition for use in protecting automotive vehicle surfaces.	Renewal due 12/3/03.

{00014727; 3; 2600-12}

PENDING TRADEMARKS: UNITED STATES

File No. Country	Name	Filing Date Serial No.	Int'l Class	Goods Covered	Status
2255-117 United States	Glove Box Wipes	12/17/01 78/098,635	21	Pre-moistened towels in a closable dispenser for cleaning and protecting interior and exterior automotive surfaces.	Final review prior to publication has been completed. Application will be published for opposition on 8/20/02.
2255-118 United States	Motorists Wise Use Simoniz	4/3/02 78/119,142	3	Polishing and cleaning preparations for automobiles, furniture, and woodwork.	Final review prior to publication has been completed. Application will be published for opposition (date not yet available).
2255-104 United States	Simoniz Tire Shiner	8/9/01 76/299,140	7	A machine having a mechanically actuated applicator for applying tire dressing to tires on a moving vehicle.	Notice of Appeal due 9/25/02.