DRINKER BIDDLE & REATH LLP
1500 K Street, N.W., Suite 1100
Washington, D.C. 20005-1209
(202) 842-8800

1. NAME OF CONVEYING PARTY: JPMorgan Chase Bank, (formerly known as The Chase Manhattan Bank) and JPMorgan Chase Bank, Toronto Branch (formerly known as The Chase Manhattan Bank of Canada)	2. NAME AND ADDRESS OF RECEIVING PARTY: **KIK HOLDCO COMPANY** A corporation of the Canada 33 Macintosh Boulevard Concord, Ontario Canada L4K 4LS
3. NATURE OF CONVEYANCE: __ Assignment __ Merger __ Security Agreement __ Change of Name **X Release of Security Interest** 3A. EXECUTION DATE: **August 23, 2002** 3B. EFFECTIVE DATE: **August 23, 2002**	2A. ASSIGNEE A FOREIGN ENTITY: Yes 2B. DOMESTIC REPRESENTATIVE DESIGNATED: N/A
4A. TRADEMARK APPLICATION NOS.: Additional numbers attached? **No**	4B. TRADEMARK REGISTRATION NO(S).: **Reg. No. 923,402 – H-LEX BLEACH Design** **Reg. No. 927,090 – HI-LEX** **Reg. No. 1,905,213 – ARCTIC GUARD** **Reg. No. 2,427,324 – PETALS** Additional numbers attached? **No**
Mary Pat A. Weyback Drinker Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209	
6. TOTAL NUMBER OF TITLES: **4** 7. TOTAL FEE: **$115.00** 8. CHARGE FEES TO: **DEPOSIT ACCT. NO. 50-0573** Our Ref: 31905/120667	9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document. Mary Pat Weyback Mary Pat A. Weyback Date: June 8, 2004 Page 1 of 22

CH $115.00 500573 0923402

FILED BY FACSIMILE TO: (703)306-5995
June 8, 2004

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DC\393663\1
700090127

RELEASE AGREEMENT

WHEREAS, the Borrowers named on the signature pages hereto (each a "Borrower" and, collectively, the "Borrowers") are party to a Second Amended and Restated Credit Agreement, dated as of September 2, 1999, as amended (as amended, restated, modified or supplemented to date, the "Credit Agreement") by and among the Borrowers, the guarantors named therein, the lenders named therein (the "U.S. Lenders") and JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as agent for the U.S. Lenders (the "Agent") and JPMorgan Chase Bank, Toronto Branch (f/k/a The Chase Manhattan Bank of Canada) (the "Canadian Lender" and together with the U.S. Lenders, the "Lenders"). Terms used and not otherwise defined herein shall have the meanings attributed thereto in the Credit Agreement, and there are certain Obligations outstanding thereunder;

WHEREAS, the Obligations are secured by the Collateral pursuant to the Security Documents in accordance with which UCC and PPSA financing statements and Mortgages have been filed and/or recorded;

WHEREAS, as of the date hereof the Borrowers will be entering into financing arrangements ("Refinancing") pursuant to a credit agreement dated August 23, 2002 among KIK Holdco Company, as borrower, certain of its affiliates as guarantors, Canadian Imperial Bank of Commerce, as administrative agent ("CIBC") for the lenders named therein (the "New Lenders"), National Bank Financial Inc., as syndication agent, Canadian Imperial Bank of Commerce, New York Agency, as lender, National Bank of Canada, New York branch, as lender, Bank of Montreal, Chicago branch, as lender and The Toronto-Dominion Bank, New York branch, as lender (the "Refinancing Agreement");

WHEREAS, as set forth in the Letter Agreement dated today's date among the Agent, the Loan Parties and Canadian Imperial Bank of Commerce, as L/C Issuer (the "Payout Letter") a portion of the borrowings under the Refinancing Agreement will be used to repay in full the Obligations;

WHEREAS, the Borrowers have requested, and the Agent has agreed that the Letters of Credit listed on Schedule B to the Payout Letter (the "Existing Letters of Credit") may remain outstanding for a period of not more than thirty (30) days from the date hereof;

NOW, THEREFORE, in consideration for the repayment of the Obligations as set forth in the Payout Letter, each of the undersigned agrees as follows:

1. The Agent hereby agrees that upon receipt of the Payout Amount (as defined in the Payout Letter) and satisfaction of the other conditions, if any, set forth in the Payout Letter:

(i) all Liens, pledges, assignments and other charges and security interests of whatever nature against the Collateral shall be deemed terminated, released and surrendered; and

(ii) no Loan Party shall have any further indebtedness, liabilities or obligations owing to the Agent and/or Lenders with respect to the Loan Documents except (x) any obligations and liabilities of the Loan Parties in respect of any bank accounts maintained with the Agent or any Lender, (y) nothing contained herein or in the Payout Letter shall, or shall be deemed to, cancel, impair, disturb or otherwise limit the obligations and liabilities of the Borrowers and other Loan Parties under indemnity provisions in the Credit Agreement (including, without limitation, Section 11.04 thereof) and the other Loan Documents and under any provisions of the Credit Agreement and other Loan Documents which are necessary for the enforcement by the Agent and the Lenders of any such surviving obligations and liabilities and (z) in accordance with paragraph 4 hereof.

2. Each of the Loan Parties hereby jointly and severally agrees to the terms of the foregoing release set forth in paragraph 1 and hereby:

(i) releases each of the Agent and the Lenders from any and all obligations owing under or in connection with the Credit Agreement and other Loan Documents, including, without limitation, any obligation to make advances under the Total Commitment or to issue Letters of Credit or Bankers Acceptances and any obligation in respect of the repayment of amounts received by the Agent or any of the Lenders from or on behalf of any of the Loan Parties, including interest, principal, fees, reimbursement of expenses or otherwise;

(ii) releases the Agent and the Lenders from any and all claims, liabilities, damages, costs and expenses now existing or hereafter arising out of or in connection with the Credit Agreement and other Loan Documents;

(iii) agrees to pay from time to time and at any time, on demand, (x) to the Agent or any Lender the full amount of customer checks and other remittances which have been applied to the Obligations and which are returned unpaid for any reason and (y) all costs and expenses, including, without limitation, reasonable attorneys fees, in connection with the preparation, execution, delivery, filing, recording and administration of this Release and the performance of any other acts required to effect the release of any security interest granted under the Security Documents (it being agreed that to the extent that the Payout Amount does not include the costs and expense referred to in this clause 2(iii)(y), the Loan Parties shall remain liable to pay such costs and expenses notwithstanding that this Release shall have become effective upon receipt of (i) the Payout Amount,

(ii) a duly executed Payout Letter, (iii) duly executed counterparts to this Release Letter and (iv) the Letter of Credit (as defined in the Payout Letter), and (z) any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery, filing or recording of this Release and other instruments and documents to be delivered hereunder, and further agrees to save the Agent and the Lenders harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes or fees; and

(iv) agrees that each Loan Party shall be liable with respect to, and shall indemnify and hold each of the Agent and each Lender harmless from, the amount of any payment which the Agent or any Lender is for any reason compelled to surrender to any person because such payment is determined to be void or voidable as a preference, an impermissible setoff, a diversion of trust funds or for any other reason, until each of the Agent and Lenders shall have been finally and irrevocably paid all Obligations in full in cash as provided in the Payout Letter.

3. Upon receipt of the Payout Amount, the duly executed Payout Letter, duly executed counterparts hereof and the Letter of Credit and in furtherance hereof, the Agent agrees promptly to do all things which may be reasonably requested by the Loan Parties to effect and evidence of record the foregoing release, including, without limitation, the execution and delivery of UCC-3 termination statements, PPSA financing charge statements, mortgage satisfactions and other personal property and real property security release documents (and upon receipt of the Payout Amount and the other documents listed above, the Agent hereby authorizes the U.S. and Canadian counsel to the Loan Parties and CIBC and their respective agents to effect such discharges on behalf of the Agent), together with the delivery to the Loan Parties of all promissory notes, certificates of shares of capital stock of the Loan Parties and other instruments in the possession of the Agent and Lenders with respect to the Obligations. It is hereby acknowledged by all parties hereto that each of the Lenders may act through the Agent to fulfill the foregoing agreements.

4. Notwithstanding anything to the contrary contained herein, each Loan Party acknowledges and agrees that the Obligations under the Credit Agreement and the other Loan Documents shall be reinstated with full force and effect, if at any time on or after the Payout Date (as defined in the Payout Letter), (A) all or any portion of the Payout Amount paid to the Lenders is voided or rescinded or must otherwise be returned by the Lenders to the Borrowers or the other Loan Parties upon such Loan Party's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made or (B) the Agent is not, for any reason, fully reimbursed (whether pursuant to the Letter of Credit (as defined in the Payout Letter) or otherwise) for any drawing made under the Existing Letters of Credit, and each Loan Party further agrees that nothing contained herein shall be deemed to terminate or otherwise impair those expense reimbursement, indemnification or other provisions of the Credit Agreement and the other Loan Documents which by their express terms survive the repayment of the Obligations.

5. In the event that after receipt by the Agent of the Payout Amount, the duly executed Payout Letter, duly executed counterparts hereof and the Letter of Credit, the Agent locates any additional certificates of capital stock of the Loan Parties that it has not previously delivered to the Loan Parties, CIBC or their agents, the Agent hereby agrees (i) that any such certificates shall be held in trust by the Agent for the benefit of CIBC and the New Lenders, (ii) it has no claim against any such certificates, and (iii) to promptly provide any such certificates to CIBC or its agent.

5. This Release may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same Release. Delivery of an executed counterpart of a signature page to this Release by telecopier shall be effective as delivery of a manually executed counterpart of this Release.

6. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.**

IN WITNESS WHEREOF, each of the undersigned has caused this Release to be duly executed by an authorized officer of the undersigned on August 23, 2002.

JPMorgan Chase Bank, as Agent, on behalf of itself and the Lenders

By: [signature]

Name: Amanda Compton
Title: Vice President

AGREED:

KIK Partners LP
By:3068072 Nova Scotia Company, its general partner

By:

Name:
Title:

KIK Holdco Company (successor by amalgamation to KIK Holdings (Canada) Inc. and KIK Corporation Holdings Inc.)

By:

Name:
Title:

KIK-SoCal Inc.

By:

Name:
Title:

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IN WITNESS WHEREOF, each of the undersigned has caused this Release to be duly executed by an authorized officer of the undersigned on August ___, 2002.

JPMorgan Chase Bank, as Agent,
on behalf of itself and the Lenders

By: _____
Name: Amara Cooper
Title: Vice President

AGREED:

KIK Partners LP
By:3068072 Nova Scotia Company, its general partner

By: _____
Name:
Title:

KIK Holdco Company (successor by amalgamation to KIK Holdings (Canada) Inc. and KIK Corporation Holdings Inc.)

By: _____
Name:
Title:

KIK-SoCal Inc.

By: _____
Name:
Title:

30514475.WPD

KIK International Inc.

By:

Name:
Title:

KIK (Houston) Inc.

By:

Name:
Title:

KIK (Louisiana) Inc.

By:

Name:
Title:

KIK-NoCal Inc.

By:

Name:
Title:

KIK (Tacoma) Inc.

By:

Name:
Title:

KIK (Denver) Inc.

By: _____

Name:
Title:

Hi-Lex Corporation

By: _____

Name:
Title:

Sewell Products of Florida, Inc.

By: _____

Name:
Title:

KIK (SG) Holdings Inc.

By: _____

Name:
Title:

KIK (Virginia) Inc.

By: _____

Name:
Title:

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KIK (Mississippi) Inc.

By: _____

Name:
Title:

KIK (Indianapolis) Inc.

By: _____

Name:
Title:

KIK (Georgia) Inc.

By: _____

Name:
Title:

30514475.WPD

JPMORGAN CHASE BANK,
as Agent,
1166 Avenue of the Americas
New York, New York 10036

August 23, 2002

KIK Holdco Company
33 MacIntosh Boulevard
Concord, Ontario
Canada L4K 4L5

Attention: Mr. David Cynamon

Re: Payout of Financing Arrangements

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Credit Agreement, dated as of September 2, 1999 (as amended, restated, modified or supplemented to date, the "Credit Agreement") by and among each of the entities defined therein as a Borrower (each individually, a "Borrower" and collectively, the "Borrowers"), the guarantors named therein, the lenders named therein (the "U.S. Lenders") and JPMorgan Chase Bank (f/k/a The Chase Manhattan Bank), as agent for the U.S. Lenders (the "Agent") and JPMorgan Chase Bank, Toronto Branch (f/k/a The Chase Manhattan Bank of Canada) (the "Canadian Lender" and together with the U.S. Lenders, the "Lenders"). Capitalized terms used but not defined herein shall have the meaning set forth in the Credit Agreement.

The Borrowers have advised the Agent of their intention to (i) repay in full in cash, by wire transfer to the account specified by the Agent, all outstanding Obligations under the Credit Agreement and the other Loan Documents (including, without limitation, all principal due and owing, all interest accrued and unpaid thereon and all fees to the date of repayment), (ii) terminate the Total Commitment (iii) arrange for the termination of the Rate Agreement with JPMorgan Chase Bank and (iv) maintain outstanding certain Letters of Credit for a period of not more than thirty (30) days from the date hereof.

The Borrowers have further advised the Agent that the date of the repayment of the Obligations and other events specified in the preceding paragraph shall be August 23, 2002 (the "Payout Date"). Assuming that payment is received by the Agent by 2:00 p.m. (New York City time) on the Payout Date, the total amount of all Obligations to be paid (the "Payout Amount") shall be $29,333,419.71 U.S. dollars; the calculation of

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the Payout Amount is set forth on Schedule A hereto. In the event that payment is received by the Agent after 2:00 p.m. on the Payout Date, then it will be necessary for you to add the per diem sum of $ 3,505.84 ($288 for Canadian Loans and $3,217.84 for U.S. Loans) U.S. dollars to the foregoing balances.

The Loan Parties currently have outstanding under the Credit Agreement the Letters of Credit listed on Schedule B attached hereto (the "Existing Letters of Credit"). As a condition to the effectiveness of this Agreement and the Release Letter dated today's date among the Loan Parties and the Agent (the "Release Letter"), the Loan Parties shall deliver, or shall cause Canadian Imperial Bank of Commerce (the "L/C Issuer") to deliver, to the Agent, a letter of credit issued by the L/C Issuer, substantially in the form attached hereto as Exhibit A (the "Letter of Credit"), in the aggregate face amount of $136,000 (equal to the aggregate face amount of the Existing Letters of Credit listed on Schedule B hereto) with respect to such Existing Letters of Credit. In the event of any drawing under any Existing Letter of Credit, the Agent may draw against the Letter of Credit an amount equal to the amount drawn under such Existing Letters of Credit, plus any fees and expenses associated with such Existing Letters of Credit.

The Agent agrees that it shall, with reasonable promptness (but in any event within five (5) Business Days) after the cancellation or reduction of an Existing Letter of Credit which has been authorized by the beneficiary thereunder, cause a certificate to be delivered to the L/C Issuer to authorize a reduction (which shall be effective automatically and immediately upon receipt by the L/C Issuer of such certificate) in the face amount of the Letter of Credit. Each such reduction shall be in an amount equal to 100% of the reduction or cancellation of such Existing Letter of Credit; provided, however, in no event shall the face amount of the Letter of Credit be less than 100% of the face amount of all remaining Existing Letters of Credit.

In the event of an expiration or termination of an Existing Letter of Credit, the Agent agrees that it shall, within thirty (30) days after the date of the expiration or termination of such Existing Letter of Credit, cause a certificate to be delivered to the L/C Issuer to authorize a reduction (which shall be effective automatically and immediately upon receipt by the L/C Issuer of such certificate) in the face amount of the Letter of Credit. Each such reduction shall be in an amount equal to 100% of the face amount of such Existing Letter of Credit that has expired or been terminated; provided, however, in no event shall the face amount of the Letter of Credit be less than 100% of the face amount of all remaining Existing Letters of Credit.

The parties hereto agree that the (i) L/C Issuer shall issue replacement Letters of Credit within thirty (30) days after the date hereof in the face amount of $86,000 and $50,000, respectively, which shall replace the Existing Letters of Credit and (ii) Loan Parties shall terminate and cancel the Existing Letters of Credit within thirty (30) days after the date hereof and in connection therewith, pay to the Agent any outstanding letter of credit fees to such date of termination and cancellation

TRADEMARK
REEL: 002868 FRAME: 0037

The Loan Parties hereby irrevocably authorize and direct the Agent, upon the Agent's reimbursement (by a drawing under the Letter of Credit) for a drawing under an Existing Letter of Credit, to deliver to the L/C Issuer any documents and drafts delivered to the Agent in connection with such drawing under such Existing Letter of Credit.

The Loan Parties currently maintain the following (i) lockbox accounts with the Agent (account # 801-901-081, account # 801-902-053, account # 801-799031 and account # 30801-018-944 collectively, the "Lockbox Accounts") and (ii) checking and other accounts with the Agent (account #s 301458620509, 301511097509, 301511105509, 301511113509, 301511121509, 777-488094, 777-488086 and 777-488108, collectively, the "Checking Accounts) . The Loan Parties jointly and severally hereby irrevocably and unconditionally agree to pay to the Agent in cash on demand the full face amount (plus ordinary and customary service, protest or other bank charges or other ordinary and customary charges or fees relating thereto) of any checks or other instruments for the payment of money which are credited to the Lockbox Accounts and/or the Checking Accounts and thereafter paid by the Agent and which the Agent is unable for any reason to collect or which the Agent is for any reason compelled to surrender to any person because such payment is determined to be void or voidable as a preference, an impermissible setoff, a diversion of trust funds or for any other reason, together with interest thereon from the date such check or other instrument was paid to the date of payment by the Loan Parties, at the Agent's prime rate plus 2%. In addition, the Loan Parties agree that the Agent (i) has no obligation to remit funds from the Lockbox Accounts and/or Checking Accounts, as applicable, until the relevant checks or other remittances have cleared and (ii) upon 30 days prior notice may terminate the Lockbox Accounts and/or Checking Accounts.

Upon the receipt by the Agent of (i) the Payout Amount, (ii) duly executed counterparts to this letter by the Loan Parties and the L/C Issuer, (iii) duly executed counterparts to the Release Letter by all of the parties thereto and (iv) the Letter of Credit, the Agent on behalf of itself and the Lenders will deliver the attached Release Letter to the Loan Parties and the Release Letter shall be effective upon such delivery.

This letter may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter agreement by telecopier shall be effective as delivery of a manually executed counterpart of this letter.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

TRADEMARK
REEL: 002868 FRAME: 0038

Please indicate your agreement with the foregoing by executing and returning a copy of this letter to the Agent.

Very truly yours,

JPMorgan Chase Bank,
as Agent, on behalf of itself and the Lenders

By: _____
Name: Andrea Compton
Title: Vice President

AGREED:

KIK Partners LP

By: 3068072 Nova Scotia Company, its general partner

By: _____
Name:
Title:

KIK Holdco Company (successor by amalgamation to KIK Holdings (Canada) Inc. and KIK Corporation Holdings Inc.)

By: _____
Name:
Title:

KIK-SoCal Inc.

By: _____
Name:
Title:

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Please indicate your agreement with the foregoing by executing and returning a copy of this letter to the Agent.

Very truly yours,

JPMorgan Chase Bank,
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Title: Vice President

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KIK International Inc.

By: _____
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KIK-NoCal Inc.

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KIK (Tacoma) Inc.

By: _____
Name:
Title:

KIK (Denver) Inc.

By: _____
Name:
Title:

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Hi-Lex Corporation

By: _____
Name:
Title:

Sewell Products of Florida, Inc.

By: _____
Name:
Title:

KIK (SG) Holdings Inc.

By: _____
Name:
Title:

KIK (Virginia) Inc.

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Title:

KIK (Mississippi) Inc.

By: _____
Name:
Title:

KIK (Indianapolis) Inc.

By: _____
Name:
Title:

30514475.WPD

KIK (Georgia) Inc.

By: _____

Name:

Title:

AGREED:

Canadian Imperial Bank of Commerce, as L/C Issuer

Warren Lobo
Director

By:
Name: Mark Chandler
Title: Executive Director

Schedule A

Calculation of Payout Amount

Principal

$29,135,038
(of which $26,861,933 is with respect to U.S. Loans)
(of which $2,273,105 is with respect to Canadian Loans)

Interest

$84,289.34
(of which $77,663.40 is with respect to U.S. Loans)
(of which $6,625.94 is with respect to Canadian Loans)

Fees

$114,092.37

(of which $2,082.84 is for breakage costs, $104,644. 61 is for legal fees for US and Canadian counsel to the Agents and $7,364.92 is for other fees and charges previously expressed to the Loan Parties)

Total

$29,333,419.71

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Schedule B

Existing Letters of Credit

L/C NUMBER	APPLICANT	ISSUE DATE	EXPIRY DATE	BALANCE IN US$
T204141	KIK (Florida) Inc.	8/8/00	8/01/03	$86,000
T208173	Kik International Inc.	12/05/00	12/31/03	$50,000
	TOTAL			$ 136,000

TRADEMARK
REEL: 002868 FRAME: 0046

UNITED STATES TRADEMARKS

Owner	Trade-mark	Registration Details
~~KIK (Houston) Inc.~~	~~SURE KLEAN~~	~~Regn. No. 637,011~~ ~~Regn. Date: Nov. 13, 1956~~
~~KIK-SoCal Inc.~~	~~SPRING SHOWER CLEAN~~	~~Regn. No. 2,251,947~~ ~~Regn. Date: June 8, 1999~~
Hi-Lex Corporation	**ARCTIC GUARD**	Regn. No. 1,905,213 Regn. Date: July 18, 1995
Hi-Lex Corporation	**HI-LEX**	Regn. No. 927,090 Regn. Date: Jan. 18, 1972
Hi-Lex Corporation	**HI-LEX BLEACH DESIGN**	Regn. No. 923,402 Regn. Date: Nov. 9, 1971
Hi-Lex Corporation	**PETALS**	Regn. No. 2,427,324 Regn. Date: Feb. 6, 2001
~~KIK (Virginia) Inc.~~	~~TIME SAVER LIQUID BLEACH & DESIGN~~	~~Regn. No. 2,364,488~~ ~~Regn. Date: July 4, 2000~~
~~KIK (Indianapolis) Inc.~~	~~WORK SAVER~~	~~Regn. No. 1,361,298~~ ~~Regn. Date: September 24, 1985~~

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