

04-13-2004



102719844

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

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

1. Name of conveying party(ies):

Orange Glo International, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: March 15, 2004

2. Name and address of receiving party(ies)

Name: Bank One, N.A.

Internal

Address:

Street Address: 1717 Main Street

City: Dallas State: TX Zip: 75201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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) 76/422,988

B. Trademark Registration No.(s) 2,794,902

Additional number(s) attached Yes No

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

Name: J. Devin Mock

Internal Address:

Street Address: 1717 Main Street, LL1

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved:

37

7. Total fee (37 CFR 3.41).....\$ 940.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

OPR/FINANCE
MAR - 10 AM 6:42

DO NOT USE THIS SPACE

9. Signature.

Thomas A. Kulik

Name of Person Signing

Signature

April 5, 2004

Date

Total number of pages including cover sheet, attachments, and document: **14**

04/12/2004 MGTACHE 00000056 76422988

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

01 FC:8521
02 FC:8522

40.00 OF
900.00 OF

TRADEMARK
REEL: 002947 FRAME: 0019

CONTINUATION OF ITEM 4

<u>Applications</u>	<u>Registrations</u>
78/322,278	2,467,988
78/350,722	2,548,477
78/293,999	2,785,030
78/277,543	1,491,182
76/507,504	2,544,402
78/116,915	1,851,259
78/332,703	2,776,887
78/172,899	2,319,693
78/248,439	2,108,399
78/327,259	2,494,108
78/327,684	2,802,502
76/482,154	2,537,319
76/482,386	2,140,247
78/322,276	2,430,077
76/482,388	2,326,664
78/112,773	2,296,569
	2,347,493
	2,423,215
	2,727,694

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2004 by **ORANGE GLO INTERNATIONAL, INC.**, a Colorado corporation ("Grantor"), in favor of **BANK ONE, NA**, a national banking association ("Bank One"), in its capacity as Agent ("Agent") for Lenders pursuant to the terms of the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantor, the other Loan Parties, Agent, and Lenders from time to time party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans on behalf of Grantor;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself and Lenders, Trademark 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 the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and any of its rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark (collectively, the "Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

This Trademark Security Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title to any Trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application unless such action is permitted under 15 U.S.C. 1060.

3. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **DEBTOR'S USE OF TRADEMARKS**. Notwithstanding the foregoing, Grantor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks, so long as no Default occurs and remains uncured.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ORANGE GLO INTERNATIONAL, INC.

By: Terry Bates
Terry Bates
Vice President and Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 15th day of March, 2004 before me personally appeared Terry Bates, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Orange Glo International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

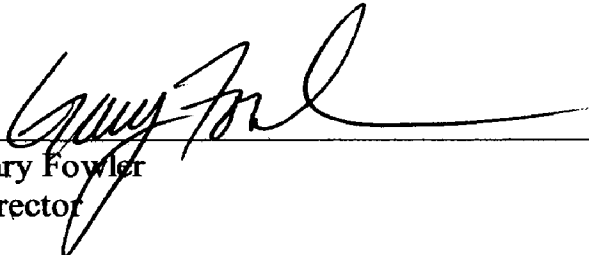
Shaedine Kirsten
{seal} Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

BANK ONE, NA,
as Agent

By: _____


Gary Fowler
Director

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS¹

Trademark	APPLICATION INFO		REGISTRATION INFO		NEXT ACTION INFO		
	Country	App. No.	App. Date	Reg. No.	Reg. Date	Description	Due Date
AAAH!	USA	76422988	06/14/2002			Statement of Use Due	04/21/2003
A VIRTUAL VACUUM FOR WATER	USA	78322278	11/03/2003			Foreign Filing - 3 m	02/03/2004
BANANA BLAST!	USA	78350722	01/12/2004			Foreign Filing - 3 m	04/12/2004
BLUE CRYSTALS	USA	78293999	08/29/2003			Foreign Filing Deadline	02/29/2004
CLEAN EASY, BREATHE EASY!	USA	78203411	01/15/2003	2794902	12/16/2003	Section 8 & 15 Affidavit	12/16/2009
DESIGN (FOOT STOMPING LOGO)	USA	78277543	07/22/2003			Check NOA Issuance	02/22/2004
GREAT CLEANERS REALLY DO	USA	76098599	07/31/2000	2467988	07/10/2001	Section 8 & 15 Affidavit	07/10/2007
GROW ON TREES							
KABOOM	USA	76154324	10/25/2000	2548477	03/12/2002	Section 8 & 15 Reminder	03/12/2007
KABOOM	USA	78116295	03/20/2002	2785030	11/18/2003	Section 8 & 15 Reminder	11/18/2008
KA-POW	USA	76507504	04/18/2003			Opposition period expired 2/16/04; awaiting notice of allowance	-----
MILLIONS BELIEVE FOR A REASON	USA	78116915	03/22/2002			Response to Office Action	04/24/2004
MOPSTER	USA	73688814	10/09/1987	1491182	06/07/1988	Renewal Reminder	06/07/2007
MOUNTAIN VALLEY	USA	78332703	11/25/2003			Foreign Filing - 3 mo.	02/25/2004
MR. GOO Design	USA	76116810	08/28/2000	2544402	03/05/2002	Section 8 & 15 Affidavit	03/05/2008
ORANGE CLEAN	USA	74438313	09/21/1993	1851259	08/30/1994	Sec. 8&9 Renewal reminder	08/30/2013
ORANGE CLEAN	USA	78116460	03/21/2002	2776887	10/21/2003	Section 8 & 15 Reminder	10/21/2008
ORANGE CLEAN	USA	78172899	10/10/2002				
ORANGE ELIMINATOR	USA	75309020	06/16/1997	2319693	02/15/2000	Section 8 & 15 Reminder	02/15/2005
ORANGE GLO	USA	75089084	04/16/1996	2108399	10/28/1997	Sec. 8&9 Renewal reminder	10/28/2006
ORANGE GLO	USA	78248439	05/12/2003				

¹ With respect to the following four marks, the Company has abandoned use and does not intend to resume use of the properties: i) mark ORANGE GLO for use on mops and sponges; ii) OXICLEAN for mops and sponges; iii) LEAVES OF LIFE; and iv) LEAVES OF LIFE (Design).

Trademark	APPLICATION INFO		REGISTRATION INFO		NEXT ACTION INFO		
	Country	App. No.	App. Date	Reg. No.	Reg. Date	Description	Due Date
ORANGE GLO (Design)	USA	76014354	03/31/2000	2494108	10/02/2001	Section 8 & 15 Affidavit	10/02/2007
ORANGE GLO MADE WITH PURE ORANGE OIL	USA	78216505	02/19/2003	2802502	01/06/2004	Section 8 & 15 Reminder	01/06/2009
ORANGE GLO PROFESSIONAL SERIES	USA	76041207	05/04/2000	2537319	02/05/2002	Section 8 & 15 Reminder	02/05/2007
OXICLEAN	USA	75161050	09/03/1996	2140247	03/03/1998	Section 8 & 15 Affidavit	03/03/2004
OXICLEAN	USA	76024788	04/14/2000	2430077	02/20/2001	Section 8 & 15 Affidavit	02/20/2007
OXIWASH	USA	78327259	11/13/2003			Foreign Filing - 3 mo.	02/13/2004
OXIWASH	USA	78327684	11/13/2003			Foreign Filing - 3 mo.	02/13/2004
POWER PASTE	USA	75697473	05/03/1999	2326664	03/07/2000	Section 8 & 15 Affidavit	03/07/2006
POWER CREME	USA	76482154	01/14/2003			Opposition Period Expires	04/02/2004
POWERED BY THE AIR YOU BREATHE	USA	75334531	08/01/1997	2296569	11/30/1999	Section 8 & 15 Affidavit	11/30/2005
SHAZAM	USA	76482386	01/14/2003			Response to Office Action Due	08/06/2004
SHAZAMMY THE SUPER SHAMMY	USA	78322276	11/03/2003			Foreign Filing - 3 mo.	02/03/2004
SLICK SHIELD	USA	75334507	08/01/1997	2347493	05/02/2000	Section 8 & 15 Reminder	05/02/2005
STAIN STOMPER (Wordmark)	USA	76482388	01/14/2003			Published for Opposition	03/23/2004
THE STAIN SPECIALIST	USA	75869435	12/08/1999	2423215	01/23/2001	Section 8 & 15 Affidavit	01/23/2007
TUFF TERRY	USA	76158615	11/02/2000	2727694	06/17/2003	Section 8 & 15 Reminder	06/17/2008
UNLEASH THE POWER OF OXYGEN	USA	78112773	03/05/2002			Statmt of Use - 3rd ext.	06/03/2004
KABOOM	ARGE	Pending					
ORANGE CLEAN	ARGE	Pending					
ORANGE GLO	ARGE	Pending					
OXICLEAN	ARGE	Pending					
KABOOM	ASTL	885805	08/14/2001	885805	08/14/2001	Renewal Due	08/14/2011
ORANGE CLEAN	ASTL	885804	08/14/2001				
ORANGE GLO	ASTL	741325	08/11/1997	741325	08/11/1997	Renewal Due	08/11/2007
ORANGE GLO (DEVICE)	ASTL	741326	08/11/1997	741326	08/11/1997	Renewal Due	08/11/2007
OXICLEAN	ASTL	885806	08/14/2001	885806	01/07/2003	Renewal Due	08/14/2011
ORANGE GLO	ATRA	AM3620/2003	05/30/2003				
ORANGE GLO	BENE	1011390	05/22/2002	721623	05/06/2003	Proof Of Use Due	05/22/2007

Trademark	APPLICATION INFO		REGISTRATION INFO		NEXT ACTION INFO		
	Country	App No.	App Date	Reg No.	Reg Date	Description	Due Date
KABOOM	BRAZ	Pending					
ORANGE CLEAN	BRAZ	Pending					
ORANGE GLO	BRAZ	Pending					
OXICLEAN	BRAZ	Pending					
KABOOM	CANA	1114260	08/28/2001	587760	08/21/2003	Renewal Due	08/21/2018
O2XI CLEAN	CANA	1040114	12/17/1999	TMA54590	05/30/2001	Renewal Due	05/30/2016
ORANGE CLEAN	CANA	787301	468513		01/09/1997	Renewal Due	01/09/2012
ORIGINAL LUSTRE	CANA	1177866	05/22/2003				
OXICLEAN	CANA	1113850	08/23/2001	578616	03/31/2003	Renewal Due	03/31/2018
POWER PASTE	CANA	Pending					
KABOOM	CHIL	576874	07/30/2002	647161	10/30/2002	Renewal Due	10/30/2012
ORANGE CLEAN	CHIL	576875	07/30/2002	647164	10/30/2002	Renewal Due	10/30/2012
ORANGE GLO	CHIL	576876	07/30/2002	647165	10/30/2002	Renewal Due	10/30/2012
OXICLEAN	CHIL	Pending					
KABOOM	CHIN	3181208	05/20/2002				
ORANGE CLEAN	CHIN	3181209	05/20/2002				
ORANGE GLO	CHIN	3181210	05/20/2002				
OXICLEAN	CHIN	3181207	05/20/2002				
OXICLEAN	CHIN	Pending					
KABOOM	COLO	0337705	05/06/2003				
ORANGE CLEAN	COLO	0337707	05/06/2003				
ORANGE GLO	COLO	03-37696	05/06/2003				
OXICLEANb	COLO	03-37701	05/06/2003				
OXICLEAN	COLO	03-37703	05/06/2003				
KABOOM	COST	2002-0004667	07/10/2002	137001	01/22/2003	Renewal Due	01/22/2013
ORANGE CLEAN	COST	2002-0004671	07/10/2002	137003	01/22/2003	Renewal Due	01/22/2013
ORANGE GLO	COST	2002-0004670	07/10/2002	137002	01/22/2003	Renewal Due	01/22/2013
OXICLEAN	COST	Pending	07/10/2002				
OXICLEAN	COST	Pending	07/10/2002				
KABOOM	CTM	002077832	01/30/2001	002077832	04/29/2002	Renewal Due	01/30/2011
ORANGE CLEAN	CTM	001899806	09/22/2000	1899806	07/09/2002	Renewal Due	09/22/2010
ORANGE ELIMINATOR	CTM	001932995	10/25/2000	001932995	05/20/2002	Renewal Due	10/25/2010

Trademark Security Agreement

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Trademark	APPLICATION INFO			REGISTRATION INFO			NEXT ACTION INFO		
	Country	App. No.	App. Date	Reg. No.	Reg. Date	Description	Due Date		
ORANGE GLO	CTM	62745	01/04/1996						
ORANGE GLO (Design)	CTM	00063594	04/01/1996	00063594	06/12/1998	Renewal Due	04/01/2006		
ORANGE GLO LOGO	CTM	002345114	08/08/2001	002345114	12/02/2002	Renewal Due	08/08/2011		
OXICLEAN	CTM	001507805	02/08/2000	001507805	05/07/2001	Renewal Due	02/08/2010		
POWER PASTE	CTM	001899848	09/22/2000	1899848	07/09/2002	Renewal Due	09/22/2010		
THE STAIN SPECIALIST	CTM	Pending							
ORANGE GLO	DENM	VA2003021 32	05/30/2003	VR2003035 52	10/23/2003	Renewal Due	10/23/2013		
KABOOM	ECUA	125438	07/05/2002						
ORANGE CLEAN	ECUA	125441	07/05/2002						
ORANGE GLO	ECUA	125442	07/05/2002						
OXICLEAN	ECUA	125439	07/05/2002						
OXICLEAN	ECUA	125440	07/05/2002						
ORANGE GLO	FINL	T200301356	06/02/2003						
ORANGE GLO	FRAN	003030938	05/29/2000	003030938	11/03/2000	Renewal Due	05/28/2010		
ORANGE GLO	GERM	30012401	02/18/2000	30012401	07/17/2000	Renewal Due	02/28/2010		
ORANGE GLO	GREC	148897	07/11/2003						
KABOOM	HONG	Pending							
ORANGE CLEAN	HONG	Pending							
ORANGE GLO	HONG	Pending							
OXICLEAN	HONG	Pending							
KABOOM	INDI	1048303	09/28/2001						
ORANGE CLEAN	INDI	1048304	09/28/2001						
ORANGE GLO	INDI	1048306	09/28/2001						
OXICLEAN	INDI	1048302	09/28/2001						
OXICLEAN	INDI	1048305	09/28/2001						
ORANGE GLO	IREL	2003/01005	05/30/2003						
ORANGE GLO	ITAL	MI2003C00 0433	01/20/2003						
KABOOM	JAPA	2002- 000718	01/09/2002	4616571	10/25/2002	Renewal Due	10/25/2012		
ORANGE GLO	JAPA	2001-78321	08/29/2001						
ORANGE GLO LOGO	JAPA	2001-78317	08/29/2001						
ORANGE WONDER	JAPA	2002-34084	04/25/2002	4642379	01/31/2003	Renewal Due	01/31/2013		

Trademark	Country	APPLICATION INFO		REGISTRATION INFO		NEXT ACTION INFO	
		App. No.	App. Date	Reg. No.	Reg. Date	Description	Due Date
OXICLEAN	JAPA	2001-78322	08/29/2001	4610858	10/04/2002	Renewal Due	10/04/2012
POWER PASTE	JAPA	2001-78323	08/29/2001				
KABOOM	KORS	2001-35147	08/10/2001	545008	04/11/2003	Renewal Due	04/11/2013
ORANGE CLEAN	KORS	2000-46891					
ORANGE CLEAN (Korean translation)	KORS	2000-46890					
ORANGE GLO	KORS	2001-35147					
POWER PASTE	KORS	2001-35146	08/10/2001				
KABOOM	MEXI	506768	09/13/2001	723761	09/13/2001	Renewal Due	09/13/2011
KABOOM (Design and tridimension)	MEXI	0596901	04/14/2003				
ORANGE CLEAN	MEXI	506770	09/13/2001	723763	09/13/2001	Renewal Due	09/13/2011
ORANGE CLEAN (Design and tridimension)	MEXI	0595045	04/02/2003				
ORANGE GLO	MEXI	506769	09/13/2001	723762	09/13/2001	Renewal Due	09/13/2011
OXICLEAN AND DESIGN	MEXI	0595053	04/02/2003				
OXILIMPIO	MEXI	595571	04/04/2003	797329	06/26/2003	Renewal Due	04/04/2013
KABOOM	PERU	158396	08/01/2002	158396-2002	10/18/2002	Renewal Due	10/18/2012
ORANGE CLEAN	PERU	158395	08/01/2002	158395-2002	10/18/2002	Renewal Due	10/18/2012
ORANGE GLO	PERU	158394	08/01/2002	158394-2002	10/18/2002	Renewal Due	10/18/2012
OXICLEAN	PERU	161568	08/01/2002	161568-2002	11/25/2002	Renewal Due	11/25/2012
ORANGE GLO	PORT	372985	06/06/2003				
KABOOM	SAFR	2001-21776	12/21/2001				
OXICLEAN	SAFR	2001-21774	12/21/2001				
OXICLEAN	SAFR	2001-21775	12/21/2001				
ORANGE GLO	SPAI	2309895	04/18/2000	2309895	11/26/2001	Renewal Due	04/18/2010
ORANGE GLO	SWED	2003/03449	05/30/2003				
ORANGE GLO	SWIT	51395/2003	04/28/2003	512327	07/15/2003	Renewal Due	04/28/2013
KABOOM	TAIW	91001259	01/11/2002	1031139	02/01/2003	Initial Initiation Of Use	01/31/2006
ORANGE CLEAN	TAIW	89020131	04/14/2000	949312	07/16/2001	Proof Of Use Due	07/16/2008
ORANGE ELIMINATOR	TAIW	89020132	04/14/2000	947476	07/01/2001	Proof Of Use Due	07/01/2008
ORANGE GLO	TAIW	89020129	04/14/2000	949311	07/16/2001	Proof Of Use Due	07/16/2008

Trademark Security Agreement

12048.109:269109

TRADEMARK		APPLICATION INFO			REGISTRATION INFO			NEXT ACTION INFO		
Trademark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Description	Due Date			
POWER PASTE	TAIW	89020130	04/14/2000	947475	07/01/2001	Proof Of Use Due	07/01/2008			
KABOOM	THAI	464889	09/05/2001	166511	08/21/2002	Renewal Due	09/04/2011			
ORANGE CLEAN	THAI	488493	05/28/2002							
ORANGE GLO	THAI	464887	09/05/2001	KOR172662	12/09/2002	Renewal Due	09/04/2011			
OXICLEAN	THAI	464888	09/05/2001	KOR172661	12/09/2002	Renewal Due	09/04/2011			
OXICLEAN	THAI	488494	05/28/2002	KOR174042	01/13/2003	Renewal Due	05/27/2012			
ORANGE GLO	UNIK	2221636	02/08/2000	2221636	08/24/2001	Renewal Due	02/08/2010			
KABOOM	VENE	11789-02	07/30/2002							
ORANGE CLEAN	VENE	11786-02	07/30/2002							
ORANGE GLO	VENE	11785-02	07/30/2002							
OXICLEAN	VENE	11787-02	07/30/2002							
OXICLEAN	VENE	11788-02	07/30/2002							

TRADEMARK LICENSES

Name of Agreement	Date of Agreement	Parties to Agreement
Trademark License Agreement	1/22/02	Sears, Roebuck & Co. and Orange Glo

Exhibit of Registration and Applications

<u>Applications</u>	<u>Registrations</u>
76/422,988	2,794,902
78/322,278	2,467,988
78/350,722	2,548,477
78/293,999	2,785,030
78/277,543	1,491,182
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78/332,703	2,776,887
78/172,899	2,319,693
78/248,439	2,108,399
78/327,259	2,494,108
78/327,684	2,802,502
76/482,154	2,537,319
76/482,386	2,140,247
78/322,276	2,430,077
76/482,388	2,326,664
78/112,773	2,296,569
	2,347,493
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