FORN P10-1595		
(Rev. 6-93)	08-04-1998	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
OMB No. 0651-0011 (exp. 4/94)		20 _ 1
To the Honorable Commissioner of Pat		original documents or copy thereof.
	100783013	
1. Name of conveying party(ies): $8 - 4 -$	- a y	deress of receiving party(ies)
Zeta Consumer Products Corp.	Name: Gene	ral Electric Capital Corporation
Additional name(s) of conveying party(ies) attached?		988:
Additional finances of conveying partyless attached:	S 3M INU	
3. Nature of conveyance:		
☐ Assignment ☐ Merg	ger Street Addres	s: 201 High Ridge Road
☑ Security Agreement ☐ Char	nge of Name	
☐ Other	Stamf	ord State: ZIP:
Execution Date: May 8, 1998		
Execution Date: 1003 03 1220	Additional name(s) & address(es) attached? 🗀 Yes 🛣 No
4. Application number(s) or patent number(s):		
If this document is being filed together with a r	new application, the execution date	of the annilication fo
A. Patent Application No.(s)	B. Patent No.	
60/050,741	D360,11	2
Addit	tional numbers attached? 🥦 Yes 🗅 No	
Name and address of party to whom correspor	ndence 6. Total number	of applications and patents involved: 43
concerning document should be mailed:		or applications and patenting process.
Name: Melissa Hamilton	7. Total fee (37 (CFR 3.41)\$ \\[\bar{720.00}\]
Internal Address: Paul, Hastings, Jano	ofsky &	1.1
Walker LLP		
	☐ Authorized	d to be charged to deposit account
1055 Machineton Plud		
Street Address: 1055 Washington Blvd.	8. Deposit accou	ant number:
City: Stamford State: CT ZIF	2: 06901 (Attach duplicate	copy of this page if paying by deposit account)
5/27/1998 DCOATES 00000089 60050741	DO NOT USE THIS SPACE	
1 FC:581 1720.00 @F		
Statement and signature.To the best of my knowledge and belief, the following.	regoing information is true and corr	rect and any attached copy is a true copy of
the original document.	on A in 11 AAs.	
Melissa Hamilton	1 Nelina Hamillan	5/19/98
Name of Person Signing Total number of	Signature f pages including cover sheet, attachments	, and document: Date

Continuation of No. 4

A. Patent Application No.(s)	B. Patent No.(s)
60/050,788	D356,010
08/624,682	5,577,628
08/780,095	D352.810
	D336243
	4,976,370
	5,152,416
	D387,904
	D324,142
	D322,698
	D384,455
	D374,722
	D377,554
	D371,658
	D349,995
	D389,621
	5,392,948
	D363,594
	5,738,241
	D330,130
	D365,963
	D355,511
	5,535,910
	4,819,827

Continuation of No. 4

١.	Patent Application No.(s)	B. Patent No.(s)
	i atom i ipplication i to (b)	D. 1 atem 10.151

D293,533

D323,259

D329,764

D277.798

D277,800

5,445,397

D324.787

5,038.937

5,147.044

4,785,964

D330,328

D374.774

D335562

4,858,781

4,789,078

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 8, 1998, by ZETA CONSUMER PRODUCTS CORP., a New Jersey corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantor;

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> to the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

 COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby assigns and pledges and grants to Lender 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 "Intellectual Property Collateral"):
 - (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
 - (c) all reissues, continuations or extensions of the foregoing;
 - (d) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark and each Trademark License; and
 - (e) 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 Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark

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licensed under any Trademark License or (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

- 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent or Trademark except as set forth in Schedule I and Schedule II, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office, perfected security interests in favor of Lender in all of Grantor's Patents and Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents or Trademarks shall have been duly taken.
- 4. <u>COVENANTS</u>. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:
 - (a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent or Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Patent or Trademark, its right to register the same, or to keep and maintain the same.
 - (b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent or Trademark, and the General Intangibles of Grantor relating thereto or represented thereby.
 - (c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.
 - (d) In the event that any of the Intellectual Property Collateral is, or Grantor believes it will be, infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations or unless in its reasonable business judgment it determines not to do so, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.
- 5. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set

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forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
- 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.
- 8. <u>TERMINATION OF THIS SECURITY AGREEMENT</u>. Subject to <u>Section 6</u> hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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

ZETA CONSUMER PRODUCTS CORP.

Ву:			Mark Control of the C	
Name:	John	12	.ec	
Title: (CFO		-	

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

Name: Michael Lusthader

ACKNOWLEDGMENT OF GRANTOR

STATE OF CONNECTICUT)
ss. Total for d

COUNTY OF FAIRFIELD)

On this to the day of May, 1998 before me personally appeared to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Zeta Consumer Products Corp., 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 as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Melema Nametta

{seal}

MELISSA HAMILTON NOTARY, PUBLIC MY COMMISSION EXPIRES APR. 30, 2002

STM/89118

SCHEDULE 1

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

			Chadb	ourne P	atent Docker
Patent Name			Owner		Inventor(s)
Bowl	<u></u>	Zeta Consur	ner Products C	orp.	Kathy McEntee
Countries	Туре	App. Date/#	issue Date/#	Expires	Status
United States of America	DES	09-Apr-1993 29/006,915	11-Jul-1995 D360,112	07-Mar-2009	Granted
Canada	DES	28-Sep-1993 09-04-93-3	11-May-1995 76358	11-May-2005	Granted
Patent Name			Owner		Inventor(s)
Bowl		Zeta Consum	er Products Co) xiiiii xiiiiiiii >rp.	Kathy M. McEntee
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	09-Apr-1993 29/007,231	07-Mar-1995 D356,010	07-Mar-2009	Granted
Canada	DES	28-Sep-1993 09-04-93-4	18-May-1995 76392	18-May-2005	Granted
Patent Name			Owner		inventor(s)
Collapsible Laundry Basket	***************************************	Zeta Consum	er Products Co	rp.	David _ Feer
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	PRO	25~Jun-1997 60/050,741			Pending
Patent Name			Owner		Inventor(s)
Combined Hamper and Cover		Zeta Consum	er Products Co		Timothy Cassel
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	11-Mar-1992 07/849,678	22-Nov-1994 D352,810	22-Nov-2018	Granted
Canada	DES	02-Sep-1992 02-09-92-6	15-Jul-1993 72842	15-Jul-2003	Granted

		Patents	Chadbo	ourne P	atent Docke
Patent Name			Owner		inventor(s)
Container	dia sense en deservaciones en	Zeta Consur	mer Products Co	orp.	David Evans
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	13-May-1991 07/699,782	08-Jun-1993 D336243	08-Jun-2007	Grantec
Patent Name			Owner		Inventor(s)
Container and Sealing Lid	in adams.	Zeta Consum	ner Products Co		Timothy S. Cassel
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	ORD	12-Jan-1990 07/464,525	11-Dec-1990 4,976,370	12-Jan-2010	Granted
Patent Name			Owner		
Container with Lid Seal	ericoneration enough	Zeta Consum	er Products Cor		Timothy Cassel
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
Countries United States of America	Type FWC	App. Date/# 31-Dec-1991 07/816,842	Issue Date/# 06-Oct-1992 5,152,416	Expires 31-Dec-2011	Status Granted
******************************		31-Dec-1991	06-Oct-1992	****************	
United States of America		31-Dec-1991	06-Oct-1992 5,152,416 Owner	****************	Granted
United States of America		31-Dec-1991 07/816,842	06-Oct-1992 5,152,416 Owner	****************	Granted Inventor(s)

Chadbourne Patent Docket Patent Name Owner inventor(s) Zeta Consumer Products Corp. Design for a Shoe Rack Timothy S. Cassel Countries Туре App. Date/# Issue Date/# Expires Status United States of America DES 25-Feb-2006 22-Aug-1988 25-Feb-1992 Granted 07/235,035 D324,142 Patent Name Owner Inventor(s) **Folding Clothes Rack** Zeta Consumer Products Corp. Timothy S. Cassel Countries Туре App. Date/# issue Date/# Expires Status **United States of America** DES 04-Apr-1989 24-Dec-1991 24-Dec-2005 Granted 07/333,593 D322,698 Patent Name Owner Inventor(s) Food Storage Container with Lid with Zeta Consumer Products Corp. David L. Feer **Imbedded Compartment** Countries Туре App. Date/# Issue Date/# Expires Status **United States of America PRO** 25-Jun-1997 Pending 60/050,788 Inventor(s) Patent Name Owner Zeta Consumer Products Corp. **Foot Locker** Bryan Hotaling Jon Rossman

Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	11-Aug-1995 29/042,555	22-Oct-1996 D374,772	22-Oct-2010	Granted
Canada	DES	05-Feb-1996 1996-0231	21-Feb-1997 80060	21-Feb-2007	Granted

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Friday, April 24, 1998

PATENT

Chadbourne Patent Docket Patent Name Inventor(s) Hamper with Bi-Directional Opening Lid Zeta Consumer Products Corp. Glen Ellyn James Kyroudis Kevin Short Robert A. O'Neill Expires Countries Type App. Date/# Issue Date/# Status **United States of America** ORD 13-Sep-1995 26-Nov-1996 Granted 08/527,574 5,577,628 12-Sep-1996 Canada ORD Pending 2,185,396 Patent Name Owner Inventor(s) Zeta Consumer Products Corp. Hamper with Bi-Directional Opening Lid James Kyroudis Kevin Short Robert A. O'Neil App. Date/# Issue Date/# Expires Status Countries Туре **United States of America** DES 12-Sep-1995 30-Sep-1997 30-Sep-1911 Granted 29/043,768 D 384,455 12-Mar-1996 25-Oct-1996 Canada DES 25-Oct-2006 Granted 1996-0554 79346 Patent Name inventor(s) **Indoor Waste Container** Zeta Consumer Products Corp. David L. Adriaansen App. Date/# Issue Date/# Expires Status Countries Туре **United States of America** DES 09-Nov-1996 21-Jan-1997 21-Jan-2011 Granted 29/046207 D377,554 07-May-1996 21-Mar-1997 21-Mar-2007 Granted DES Canada 1996-1082 80277 inventor(s) Patent Name Owner David L. Adriaansen Indoor Waste Container with Spring Actuated Zeta Consumer Products Corp. Lid Status App. Date/# Issue Date/# Expires Туре Countries **Pending** ORD 25-Mar-1996 **United States of America** 08/624,682 07-Aug-1996 29-May-1997 Granted ORD Canada 2,182,840 1484719

Page 4 PATENT

Chadbourne Patent Docket Patent Name Owner Inventor(s) Industrial Container Zeta Consumer Products Corp. Timothy S. Cassel Countries Туре App. Date/# Issue Date/# Expires Status United States of America DES 13-Jan-1995 09-Jul-1996 09-Jul-2010 Granted 29/034,989 D371,658 Patent Name Owner Inventor(s) **Industrial Container Dolly** Zeta Consumer Products Corp. Paul Benham Timothy S. Cassel Countries Expires Туре App. Date/# Issue Date/# Status United States of America 20-Apr-1993 DES 23-Aug-1994 23-Aug-2008 Granted 29/007,360 D349,995 Canada DES 19-Oct-1993 29-Sep-1994 29-Sep-2004 Granted 20-04-93-18 74851 Patent Name Owner Inventor(s) Insert Retainer for Containers Zeta Consumer Products Corp. Edwin L. Beck Greg Merz Robert Mervar Thomas J Misage Type App. Date/# Countries Issue Date/# Expires Status 14-Nov-1996 ORD Canada Pending 2,190,326 13-Dec-1996 **United States of America FWC** Pending 08/780,095 Patent Name Owner inventor(s) Kevin Short Zeta Consumer Products Corp. Laundry Basket Robert A. O'Neill

Countries	Туре	App. Date/#	Issue Date/#	Expires	Status	
United States of America	DES	12-Dec-1995 29/047,744	20-Jan-1998 D389,621		Granted	
Canada	DES	11-Jun-1996 1996-1357	13-Dec-1996 79651	13-Dec-2006	Granted	

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PATENT

Chadbourne Patent Docket Patent Name Owner Inventor(s) **Mixing Bowl** Zeta Consumer Products Corp. Kathy M. McEntee Countries Туре App. Date/# issue Date/# Expires Status **United States of America** ORD 28-Feb-1995 19-May-1994 19-May-2014 Granted 08/246, 130 5,392,948 Patent Name Owner nventor(s) Mixing Bowl Zeta Consumer Products Corp. Kathy McEntee App. Date/# Issue Date/# Expires Status Countries Туре **United States of America** 19-May-1994 26-Sep-1995 26-Sep-2009 DES Granted 29/023, 161 D362,594 Patent Name Owner Inventor(s) Multi-Purpose Compartmentalized Craft Box Zeta Consumer Products Corp Kathryn M McEntee App. Date/# Issue Date/# Expires Status Туре Countries **United States of America** ORD 12-Feb-1996 14-Apr-1998 Granted 08/600.395 5.738,241 Owner Inventor(s) Patent Name David L. Evans Zeta Consumer Products Corp. **Newspaper Bundling Rack** Туре App. Date/# Issue Date/# Expires Status Countries 26-Sep-1990 13-Oct-1992 13-Oct-2006 Granted United States of America DES 07/588,954 D330,130

29-Sep-1992

71609

21-Mar-1991

21-03-91-5

DES

Canada

29-Sep-2002

Granted

Chadbourne Patent Docket Patent Name Owner Inventor(s) **Pitcher** Zeta Consumer Products Corp. David L. Feer Туре App. Date/# Countries issue Date/# Expires Status **United States of America** 22-Sep-1994 09-Jan-1996 DES 09-Jan-2010 Granted 29/028,795 D365,963 Canada DES 22-Mar-1995 14-Sep-1995 14-Sep-2005 Granted 1995-0646 77166 Patent Name Owner Inventor(s) Refuse and Trash Container Zeta Consumer Products Corp. Timothy S Cassel Countries Туре App. Date/# Issue Date/# Expires Status **United States of America** DES 25-Feb-1994 14-Feb-1995 14-Feb-2009 Granted 29/019,209 D355,511 25-Aug-1994 08~Jun-1995 Canada DES 08-Jun-2005 Granted 1994-1638 76549 United States of America CIP 24-Oct-1994 16-Jul-1996 16-Jul-2013 Granted 08/327,707 5,535,910 Owner Patent Name Inventor(s) Zeta Consumer Products Corp. Refuse Container with Locking Handle Frank DiSesa Туре Countries App. Date/# Issue Date/# Expires Status **United States of America** ORD 16-Oct-1987 11-Apr-1989 16-Oct-2007 Granted 07/109,476 4,819,827 Owner Patent Name Inventor(s) Tucker Housewares, Inc. Frank J. DiSesa Shelf Туре App. Date/# Issue Date/# Expires Status Countries DES 10-May-1985 05-Jan-1988 05-Jan-2002 Granted **United States of America** 733.234 D293,533

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PATENT

eta Consumer Proc	•				atent Docker
Patent Name			Owner		Inventor(s)
Shelf Unit	Signification - reconstruction - contribu	Zeta Consun	ner Products Co	orp.	Davic Evans
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	16-Mar-1989 07/324,336	21-Jan-1992 D323,259	21-Jan-2006	Granted
United States of America	DIV	26-Aug-1991 07/734,876	29-Sep-1992 D329,764	29-Sep-2006	Granted
Patent Name		-	Owner		Inventor(s)
Stackable Crate	9659700 July 2007 11 10 10	Tucker Hous	ewares, Inc.	reservation — Paging dynasia	Frank DiSesa
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status
United States of America	DES	29-Sep-1982 426,993	26-Feb-1985 D277,798	26-Feb-1999	Granted
Patent Name			Owner		inventor(s)
		Tucker House		· 20-01	Inventor(s) Frank DiSesa
	Туре	Tucker House		Expires	
Patent Name Stackable Crate Countries United States of America	Type DES		ewares, Inc.	Expires 26-Feb-1999	Frank DiSesa
Stackable Crate		App. Date/# 29-Sep-1982	ewares, Inc. Issue Date/# 26-Feb-1985		Frank DiSesa Status
Countries United States of America	DES	App. Date/# 29-Sep-1982 426,995	lssue Date/# 26-Feb-1985 D277,800	26-Feb-1999	Frank DiSesa Status Granted
Stackable Crate Countries United States of America	DES	App. Date/# 29-Sep-1982 426,995	lissue Date/# 26-Feb-1985 D277,800 Owner	26-Feb-1999	Frank DiSesa Status Granted Inventor(s)

Chadbourne Patent Docket Patent Name inventor(s) Stackable Shoe Rack Zeta Consumer Products Corp. David Evans App. Date/# Countries Type issue Date/# Expires Status **United States of America** DES 16-May-1989 24-Mar-1992 24-Mar-2006 Granted 07/352,815 D324,787 Patent Name Owner Inventor(s) Stackable Storage Container Zeta Consumer Products Corp. Frank J. DiSesa Countries App. Date/# Туре Issue Date/# Status **United States of America** ORD 15-Feb-1990 15-Feb-2010 13-Aug-1991 Granted 07/480,239 5,038,937 ORD 05-Feb-1991 Canada Pending 2,035,733 **United States of America FWC** 14-May-1991 15-Sep-1992 14-May-2011 Granted 07/699,739 5,147,044 Patent Name Owner nventor(s) Step-On Wastebasket Zeta Consumer Products Corp. David C. Miller Thomas J Pendleton Туре App. Date/# Issue Date/# Status Countries Expires **United States of America** ORD 19-Oct-1987 22-Nov-1988 19-Oct-2007 Granted 109,879 4,785,964 Patent Name Owner nventor(s) Zeta Consumer Products Corp. Frank J. DiSesa, Jr Storage Container

Countries	Туре	V	issue Date/#	Expires	Status
United States of America	DES	15-Feb-1990 07/481,371	20-Oct-1992 D330,328	20-Oct-2006	Granted

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PATENT

Chadbourne Patent Docket Zeta Consumer Products-Pa Patent Name Owner inventor(s) **Tote with Hinged Cover** Zeta Consumer Products Corp. Timothy S. Cassel Countries Туре App. Date/# Issue Date/# Expires Status **United States of America** DES 30-Aug-1995 22-Oct-1996 22-Oct-2010 Granted 29/043,266 D374,774 Canada DES 28-Feb-1996 14-Mar-1997 14-Mar-2007 Granted 1996-0444 80190 Patent Name Owner Inventor(s) Trash Container Zeta Consumer Products Corp. David Evans Countries Туре App. Date/# Issue Date/# Expires Status **United States of America** DES 30-Jul-1991 11-May-1993 11-Mar-2017 Granted 738,287 D335562 Canada DES 02-Dec-1991 30-Jun-1992 30-Jun-2002 Granted 02-12-91-17 70941 Patent Name Owner inventor(s) Waste Container and Adjustable Bag Liner Zeta Consumer Products Corp. Carl Meyerhoefer **Package Holder Combination** David C. Miller Richard Kane Thomas J Pendleton Countries Туре App. Date/# Issue Date/# Expires Status **United States of America** ORD 12-Aug-1988 22-Aug-1989 12-Aug-2008 Granted 08/231,513 4,858,781 Patent Name Owner inventor(s) Wastebasket with Lid Catch Zeta Consumer Products Corp. David C. Miller

					Thomas J. Pe	endleton
Countries	Туре	App. Date/#	Issue Date/#	Expires	Status	
United States of America	ORD	19-Oct-1987 109,877	06-Dec-1988 4,789,078	19-Oct-2007	Granted	Primitive and an entertainty of each

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SCHEDULE 2

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

	in a state of the Committee of the Commi
Mark/international Class(es)/Goods	Application Registration
OVERSTUFFERS [16] (1) Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap; plastic sheeting.	App. No.: 743,709 App. Date: 15-Dec-93 "Published Principal Register First Use: IntentToUse Pub. Date: 29-Jun-94 Pub. Date: 29-Jun-94 Pub. Date: 9/24/93
RENEW [16] (1) Plastic bags, paper goods; namely, napkins, facial tissues, paper towels, toilet paper, paper plates, paper cups, waste and trash bags and diapers.	App. No.: 669,990 Reg. No.: TMA440,71: App. Date: 27-Jun-90 Reg. Date: 24-Mar-9: ** Registered ** Principal Register First Use: 15-Feb-95 Pub. Date: 02-Jun-93
RENEW [17] (1) Pelletized polyethylene plastic for use in manufacturing.	App. No.: 707,616 Reg. No.: TMA440,807 App. Date: 22-Jun-92 Reg. Date: 24-Mar-95 **Registered **Principal Register** First Use: 21-Feb-95 Foreign Priority: Pub. Date: 26-May-93 **Priority: Date/Country/Number 6/4/92
STUFFERS [16] (1) Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap; plastic sheeting	App. No.: 743,707 Reg. No.: App. Date: 15-Dec-93 Reg. Date: "Published "Principal Register" First Use: IntentToUse Pub. Date: 29-Jun-94 Date/Country/Number 9/24/93
TUCKER [6, 8, 20, 21] Plastic kitchen containers and utensils, namely dish pans, mixing bowls, cutlery trays, dish drainers and drainer boards, vegetable binns, sink strainers and towel racks; plastic baby care containers; plastic bathroom containers and utensils, namely waste baskets and soap dishes; plastic laundry containers; plastic pet containers; plastic rubbish containers, plastic pails; plastic storage containers, plastic serving utensils, namely spoons, forks, salad bowls and serving trays, plastic watering cans; plastic planters; plastic lawn ornaments, plastic tool boxes, plastic automotive maintenance containers and plastic tables, chairs and shelving.	App. No.: 551,393 Reg. No.: TMA322,858 App. Date: 05-Nov-85 Reg. Date: 16-Jan-87 **Registered **Principal Register ** First Use: 30-Sep-69 Pub. Date: 11-Jun-86

Page 1

Keris januari kurusa Trojan.	Now Zeisland
Mark/International Class(es)/Goods	Application Registration
RENEW 5 Napkins for incontinents.	App. No.: 209636 Reg. No.: 20966 App. Date: 22-Apr-91 Reg. Date: 22-Apr-9
	First Use: IntentToUse Pub. Date:
RENEW 16 Napkins of paper and cellulose, paper towels, facial tissue; napkins for babies; bags, envelopes and pouches made of plastic and paper products.	App. No.: 205915 Reg. No.: 20591 App. Date: 01-Nov-90 Reg. Date: 01-Nov-9 **Registered **Principal Register ** First Use: IntentToUse Pub. Date:
RENEW 21 Plates, cups and other domestic utensils included in this class. ["domestic utensils" includes plastic trash bags and garbage containers."]	App. No.: 209637 Reg. No.: 20963 App. Date: 22-Apr-91 Reg. Date: 22-Apr-9 **Registered **Principal Register** First Use: IntentToUse Pub. Date:

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United Kingdo Mark/International Class(es)/Goods **Application** Registration 1451616 App. No.: Reg. No.: 1451616 **RENEW** 31-Dec-90 | Reg. Date: App. Date: 31-Dec-90 16 Napkins, facial tissues, paper towels, toilet papers; waste ~ Registered ~ bags, trash bags; waste bags and trash bags; all of plastic; First Use: intentToUse disposable babies' napkins Pub. Date:

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Zdis Göraumer Préducts-Tradem.	United States of About tax
Mark/International Class(es)/Goods	Application Registration
ACCESSIBLES	App. No.: 74/094,689 Reg. No.: 1,718,2
21 All purpose storage containers for household use.	App. Date: 06-Sep-90 Reg. Date: 22-Sep-
• • •	Registered " Principal Register "
	First Use: 01-Feb-90 Pub. Date: 30-Jun-92
CEDARTOPS	App. No.: 74/649,423 Reg. No.: 2,036,10
	App. Date: 21-Mar-95 Reg. Date: 04-Feb-9
21 Household storage containers	" Registered " Principal Register "
	First Use: 21-Mar-96
	Pub. Date: 14-Nov-95
	Allowance: 06-Feb-96
COMFORTHOLD	App. No.: 74/722,434 Reg. No.:
21 Laundry baskets and pails.	App. Date: 29-Aug-95 Reg. Date:
	Allowed * Principa! Register ** First Use: 01-Apr-97
	Pub. Date: 22-Apr-97
	Allowance: 15-Jul-97
ODEATIVE DI ACCO	App. No.: 75/374,007 Reg. No.:
CREATIVE PLACES	App. Date: 16-Oct-97 Reg. Date:
21. Storage containers made of plastic for use in homes and schools.	Pending Principal Register
SCHOOLS.	First Use: 31-May-96
	Pub. Date:
CREATIVE PLACES	App. No.: 74/627,483 Reg. No.:
21 Storage containers made of plastic for use in homes and	App. Date: 30-Jan-95 Reg. Date:
schools.	" Abandoned "
	First Use: 31-May-96 Pub. Date: 17-Oct-95
	Allowance: 19-Mar-96
	App. No.: 74/617,714 Reg. No.: 1,937,329
FOOD STUFFERS	App. Date: 04-Jan-95 Reg. Date: 21-Nov-95
16 Plastic bags; namely plastic sandwich bags and plastic food	Registered Principal Register
storage bags	First Use: 22-Feb-94
	Pub. Date: 29-Aug-95
FRESHGUARD 21 Household waste baskets.	App. No.: 74/714,099 Reg. No.: 2,053,499
	App. Date: 11-Aug-95 Reg. Date: 15-Apr-97
	Registered Principal Register
	First Use: 17-Apr-96 Pub. Date: 05-Mar-96
	Allowance: 28-May-96
	App. No.: 74/722,435 Reg. No.: 2,000,470
HINGETOP	App. Date: 29-Aug-95 Reg. Date: 10-Sep-96
20 Plastic storage bins	Registered Supplemental Register
	First Use: 11-Aug-95
	Pub. Date:

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Zata Character Probatio Fratery.	United States of America
Mark/International Class(es)/Goods	Application Registration
MAKE RECYCLING SECOND NATURE and Design	App. No.: 74/094,698 Reg. No.: 1,696,13
21 Plastic containers, plastic containers for holding newspapers	App. Date: 06-Sep-90 Reg. Date: 23-Jun-9
for bundling, plastic shelves, plastic bins and plastic boxes all for	" Registered " Principal Register " First Use: 02-Aug-90
household use	Pub. Date: 31-Mar-92
OVEROTUEERO	App. No.: 74/439,878 Reg. No.: 1,894,61
OVERSTUFFERS	App. Date: 24-Sep-93 Reg. Date: 16-May-9
16 Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags,	Registered Principal Register
plastic sandwich bags and plastic food storage bags for	First Use: 22-Feb-94
household use	Pub. Date: 14-Jun-94
	Allowance: 06-Sep-94
OVERSTUFFERS	App. No.: Reg. No.:
21 In connection with trash and refuse containers for household	App. Date: Reg. Date:
and commercial use	"Unfiled "Principal Register" First Use: IntentToUse
	Pub. Date:
DAN TUPE and Danier	App. No.: 75/083,648 Reg. No.: 2,094,465
RAM TUFF and Design	App. Date: 04-Apr-96 Reg. Date: 09-Sep-97
21 Trash and refuse containers for hoursehold and commercial use	Registered Principal Register
use	First Use: 22-Mar-96
	Pub. Date: 17-Jun-97
RENEW	App. No.: 74/012,976 Reg. No.: 1,649,824
16 Disposable plastic trash bags	App. Date: 21-Dec-89 Reg. Date: 02-Jul-91
,	**Registered ** Principal Register ** First Use: 31-Mar-90
	Pub. Date: 26-Jun-90
RENEW	App. No.: 74/070,979 Reg. No.: 1,740,574
	App. Date: 20-Jun-90 Reg. Date: 15-Dec-92
16 Paper goods; namely, toilet paper and paper towels	Registered Principal Register
	First Use: 17-Jun-92 Pub. Date: 22-Jan-91
	App. No.: 74/123,491 Reg. No.: 2,052,987
RENEW	App. Date: 14-Dec-90 Reg. Date: 15-Apr-97
16 Paper napkins, paper facial tissue and disposal diapers made of paper and plastic,21 Paper plates and paper cups	Registered Principal Register
	First Use: 23-Oct-96
	Pub. Date: 07-Feb-95 Allowance: 02-May-95
RENEW 17 Plastic sheeting for industrial, manufacturing and household uses	App. No.: 74/557,714 Reg. No.: 2,048,108
	App. Date: 05-Aug-94 Reg. Date: 25-Mar-9
	Registered Principal Register First Use: 31-Mar-95
	Pub. Date: 06-Jun-95
	Allowance 29-Aug-95

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Mark/International Class(es)/Goods	Application Registration
RENEW 17 Plastic in the form of pellets for use in manufacturing	App. No.: 74/281,341 Reg. No.: 1,854,18 App. Date: 04-Jun-92 Reg. Date: 13-Sep-9 **Registered **Principal Register** First Use: 18-Jan-94 Pub. Date: 22-Dec-92 Allowance: 16-Mar-93
RENEW 20 Wastepaper baskets, buckets, plastic laundry baskets and pails	App. No.: App. Date: "Unfiled "Principal Register" First Use: IntentToUse Pub. Date:
RENEW 21 Flower pots and seed trays	App. No.: 74/653,252 App. Date: 28-Mar-95 ***Allowed ***Principal Register** First Use: IntentToUse Pub. Date: 14-Nov-95 Allowance 06-Feb-96
RENEW 21 Non-metal compost bins and non-metal recycling bins.	App. No.: App. Date: Reg. No.: Reg. Date: **Tunfiled ** Principal Register ** First Use: IntentToUse Pub. Date:
RENEW 21 Plastic garbage containers	App. No.: 75/374,218 Reg. No.: App. Date: 16-Oct-97 Reg. Date: "Pending "Principal Register" First Use: 02-Sep-96 Pub. Date:
SOFTOUCH 21 Laundry baskets made of plastic	App. No.: 74/714,100 Reg. No.: App. Date: 11-Aug-95 Reg. Late: "Abandoned Principal Register" First Use: 22-Mar-96 Pub. Date: 27-Aug-96
SPACESMART 21 Plastic laundry baskets and laundry accessories, namely, hampers, tote caddies and pails; household storage and organization containers made of plastic	App. No.: 74/689,172 Reg. No.: 2,096,365 App. Date: 15-Jun-95 Reg. Date: 16-Sep-97 **Registered Supplemental Register** First Use: 29-Mar-96 Pub. Date: 24-Jun-97
STORAGE MATE 20 Plastic storage crates and plastic storage containers for general merchandise.	App. No.: 74/242,548 Reg. No.: 1,772,993 App. Date: 03-Feb-92 Reg. Date: 25-May-93 **Registered **Principal Register** First Use: 12-Jun-82 Pub. Date: 02-Mar-93

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Zata Capaunar Registrate-Tradem.	United States	est Attraces
Mark/International Class(es)/Goods	Application	Registration
STUFFERS 16 Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap.		Reg. No.: 1,879,212 Reg. Date: 14-Feb-95 cipal Register
STUFFERS 21 Plastic containers for household use	1 1	Reg. No.: Reg. Date: ed ~
SUPER STUFFERS 16 Plastic bags, namely, general purpose plastic bags for household use, plastic trash bags and plastic garbage bags.		leg. No.: 2,129,141 leg. Date: 13-Jan-98 pal Register
TUCKER 8 Household utensils, namely, graters; 20 Hangers for clothes, storage items; namely, shoe racks, shoe shelves and plastic hooks; and clothes dryer in the nature of a rack; 21 Household trash containers; wastebaskets, covered wastebaskets; all purpose non metal household containers, bins, crates, baskets, drawers, shelves and boxes; household utility pails; microwave heatable dishes and food containers; kitchen products; namely, dish pans, dish basins, dish tubs, sink sets, ice cube trays, mixing bowls and sets of mixing bowls, colanders, ice cream scoop, vegetable crisper, salt and pepper shakers and sets thereof, butter dish, butter dish cover, napkin holder, napkin caddy, paper towel holder, cutlery tray, cups, mixing spoons and scoops, funnel, cake plates with covers, canisters for holding foods, pitchers, decanters, sets of decanters and tumblers tumblers, mugs, salad and cereal bowls, salad sets comprising bowls and utensils sold as a unit, citrus juicer/strainer, containers for dispensing condiments such as ketchup, mustard and salad dressing; bath products; namely, laundry baskets, laundry hampers, toilet bowl brush and holders, bath and shower caddy; outdoor products; namely, oil change pans, funnels, watering cans, jerry cans, fly swatters; nursery products, namely diaper pails, bath tub; pet products; namely, feeder bowls and trays, litter boxes.	\ ···	eg. No.: 1,778,701 eg. Date: 29-Jun-93 pal Register

Mark/International Class(es)/Goods **Application** Registration App. No.: 74/094,690 1,782,693 Reg. No.: TUCKER and Design App. Date: 06-Sep-90 Reg. Date: 20-Jul-93 20 Hangers for clothes, storage items; namely, shoe racks, shoe "Registered " Principal Register shelves and plastic hooks; and clothes dryer in the nature of a First Use: 03-Nov-89 rack; outdoor products; namely, non-metal jerry cans; Pub. Date: 04-Aug-92 21 Household trash containers; wastebaskets; covered

wastebaskets; all purpose household containers, namely, bins, crates and baskets, plastic drawers attached by screws under kitchen cabinets; household utility pails; microwave heatable dishes and all purpose containers; kitchen products; namely, dish pans, dish basins, dish tubs, dish racks, drainboards and drain stopper for sinks, soap dishes, ice cube trays, mixing bowls and sets of mixing bowls, colander, ice cream scoop, vegetable crisper, salt and pepper shakers and sets therefor, butter dish and cover, napkin holder, napkin caddy, paper towel holder, cutlery tray, measuring cups, measuring spoons and measuring scoops, funnels, cake plates with covers, canisters for holding foods, pitchers, decanters, sets of decanters and tumblers, mugs, salad and cereal bowls, salad set comprising bowls and utensils sold as a unit, non-electric citrus juicer/strainer, non-metallic food grater, containers for dispensing condiments such as ketchup, mustard and salad dressing; bath products; namely, laundry baskets, laundry hampers, toilet bowl brush and holder, bath and shower caddy outdoor products for domestic use; namely, nonmetal oil change pans and jerry cans; watering can, fly swatters, nursery

ULTRA STUFFERS 16 Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap.	App. No.: App. Date:		Reg. Date:	1,951,786 23-Jan-96
	First Use: Pub. Date: Allowance:	stered ~ Prin 18-Feb-94 14-Mar-95 06-Jun-95	cipal Registe	r ~
UNBREAKABLES 22 Plastic trash containers for household and domestic use.	App. No.: App. Date: **Registe First Use: Pub. Date:	73/510,412 26-Nov-84 red ~ Supplo 25-Jun-82	Reg. No.: Reg. Date: emental Regi	1,434,391 24-Mar-87 s <i>ter</i>
ZETA FLINGS 8 Plastic tablewear, namely, knives, forks and spoons; 21 Plastic cups, plastic plates and plastic bowls	App. No.: App. Date: **Allo First Use: Pub. Date: Allowance:	IntentToUse 26-Nov-96		
ZETA OVERSTUFFERS 16 Plastic wrap; plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic food storage bags for household use	App. No.: App. Date: - Regist First Use Pub. Date: Allowance:	22-Feb-94 24-May-94	Reg. Date: lemental Reg	1,892,66 02-May-9 <i>ister</i> ~

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	United States Olichicis
Mark/International Class(es)/Goods	Application Registration
ZETA RENEW 5 Garden and lawn pesticides	App. No.: 74/542,424 Reg. No.: App. Date: 27-Jun-94 Reg. Date: Abandoned First Use: IntentToUse Pub. Date: 09-Jan-96 Allowance: 02-Apr-96
 ZETA RENEW 20 Non-metal compost bins and non-metal recycling bins; 21 Plastic garbage containers, wastepaper baskets, buckets, plastic laundry baskets, pails. 	App. No.: 74/542,387 App. Date: 27-Jun-94 ***Comparison of the comparison of the co
ZETA STUFFERS 16 Plastic wrap; plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use.	App. No.: 74/439,785 Reg. No.: 1,892,662 App. Date: 24-Sep-93 Reg. Date: 02-May-95 **Registered **Principal Register** First Use: 22-Feb-94 Pub. Date: 24-May-94 Allowance: 16-Aug-94
ZETA STUFFERS 21 Plastic containers for household use	App. No.: 75/086,431 App. Date: 10-Apr-96 **Abandoned **Principal Register ** First Use: IntentToUse Pub. Date: 31-Dec-96 Allowance. 25-Mar-97
ZETA ULTRA STUFFERS 16 Plastic bags; namely, general purpose plastic bags, plastic bags for household use, plastic trash bags, plastic garbage bags, plastic sandwich bags and plastic food storage bags for household use; plastic wrap.	App. No.: 74/469,790 App. Date: 16-Dec-93

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