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Form PTO-1595

(Rev. 10/02)

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

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

102750557

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

1. Name of conveying party(ies):

Continental Commercial Products, LLC
305/333 Rock Industrial Drive
Bridgeton, Missouri 63044Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

4/20/04

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as Agent

Internal Address: _____

Street Address: _____

One South Wacker Drive, Suite 3400

City: Chicago State: IL Zip: 60606

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 new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

See attached Schedule A

B. Patent No.(s) _____

See attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

6666153

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

Name: Catherine Ho

Internal Address: _____

Street Address: Vedder, Price

222 North LaSalle Street, Suite 2400

City: Chicago State: IL Zip: 60601

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Catherine Ho
Name of Person Signing

Signature

May 19, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 27

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

05/21/2004 ECOOPER 00000075 6666153

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200.00 DP

PATENT
REEL: 015334 FRAME: 0904

SCHEDULE A TO PATENT AND LICENSE SECURITY AGREEMENT

Patent Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Adjustable Shelf Anchor	6,666,153	12/23/2003
Container Assembly	6,389,638	05/21/2002
Corner Waster Container	D447,307	08/28/2001
Storage Bin Lid	D411,353	06/22/1999
Storage Bin	D408,631	04/27/1999

PATENT AND LICENSE SECURITY AGREEMENT

PATENT AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of April 20, 2004, made by Continental Commercial Products, LLC., a Delaware limited liability company having its chief executive office at 305/333 Rock Industrial Drive, Bridgeton, MO 63044 ("Pledgor") and FLEET CAPITAL CORPORATION, a Rhode Island corporation ("FCC"), as agent (FCC, in such capacity, being "Agent") for Lenders participating in the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, Pledgor has guaranteed the obligations of KATY Industries, Inc., Woods Industries (Canada) Inc. and CEH Limited (collectively "Borrowers") under that certain Amended and Restated Loan Agreement dated as of April 20, 2004 (as the same may hereafter be amended or otherwise modified from time to time, the "Loan Agreement"), by and among Borrowers, the lenders signatory thereto ("Lenders"), Fleet Capital Global Finance, Inc., individually as a Lender and as Canadian Agent, Fleet National Bank, London U.K branch, trading as FleetBoston Financial, individually as a Lender and as U.K. Agent, Wells Fargo Foothill LLC, individually as a Lender and as Syndication Agent and LaSalle Bank National Association, individually as a Lender and, as Documentation Agent, and Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Pledgor; and

WHEREAS, Lenders have required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers' obligations and liabilities under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrowers to Agent, for itself and the ratable benefit of Lenders, in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Pledgor execute and deliver this Agreement to Agent, for itself and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

(ii) The words "hereof", "herein", and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa unless otherwise specified.

2. Security Interest in Patents. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to Agent, for itself and the ratable benefit of Lenders, a first priority security interest, having priority over all other security interests, with power of sale to the extent permitted by applicable law, exercisable after and during the occurrence of an Event of Default, all of Pledgor's right, title and interest in Pledgor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on Schedule A, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in the foregoing clauses (a)-(d), being sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) license agreements with any other party in connection with any Patents or such other party's patents or patent applications, whether Pledgor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's rights, for itself and the ratable benefit of Lenders, under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. Except as permitted under the terms of the Loan Agreement or when failure to do so would not have a Material Adverse Effect, Pledgor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent in any material respect with this Agreement, and Pledgor further agrees that it will not take any action, and will use its reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect adversely affect the validity or enforcement of the rights transferred to Agent, for itself and the ratable benefit of Lenders under this Agreement or the rights associated with those Patents, in each case which are necessary or desirable in the operation of Pledgor's business.

4. New Patents. Pledgor represents and warrants that the Patents and Licenses listed on Schedules A and B, respectively, include all of the patents, patent applications and license agreements in connection with patents or patent applications now owned or held by Pledgor. If,

prior to the termination of this Agreement, Pledgor shall (i) obtain rights to any new patentable inventions or license agreements in connection with patents or patent applications or (ii) become entitled to the benefit of any patent, patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, and, in Pledgor's sole and absolute judgment, a filing should be made in the Patent and Trademark Office, then in respect to such Property the provisions of Section 2 shall automatically apply thereto and Pledgor shall give to Agent written notice thereof no more frequently than as permitted under the terms of the Loan Agreement. Pledgor hereby authorizes Agent to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future patents, patent applications and license agreements in connection with patents and patent applications that are Patents or Licenses under Section 2 or under this Section 4, and (b) filing in the Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future patents, patent applications and license agreements which are Patents or Licenses, as the case may be, under Section 2 or this Section 4.

5. Royalties. Pledgor hereby agrees that the use by Agent, for itself and the ratable benefit of Lenders, of the Patents and Licenses as authorized hereunder shall be coextensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Pledgor.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Patents and the Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. At such time the rights granted to Agent, for itself and the ratable benefit of Lenders, hereunder shall also terminate.

7. Right to Inspect; Further Assignments and Security Interests. Agent, for itself and the ratable benefit of Lenders, shall have the right, at any reasonable time and from time to time, as often as may be reasonably requested, but only during normal business hours, to inspect Pledgor's premises and to examine Pledgor's books, records and operations relating to the patents; provided, that in conducting such inspections and examinations, Agent shall use its best efforts not to disturb unnecessarily the conduct of Pledgor's ordinary business operations. Pledgor agrees not to sell or assign its respective interests in, or grant any license under, the Patents without the prior written consent of Agent, except to the extent such Patents are not used or deemed useful in the normal conduct of Pledgor's business.

8. Duties of Pledgor. Pledgor shall have the duty to the extent desirable as determined by Pledgor in the normal conduct of Pledgor's business and consistent with Pledgor's current business practices: (i) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make application on such unpatented but patentable inventions as Pledgor deems appropriate; and (iii) to take reasonable steps to preserve and maintain all of Pledgor's rights in the patent applications and patents that are part of the Patents, except to the extent such Patents are not used or deemed useful in the normal conduct of Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. Pledgor shall not abandon any right to file a patent application or any pending patent application or patent which is or shall be necessary

or economically desirable in the operation of Pledgor's business. Pledgor agrees to retain an experienced patent attorney for the filing and prosecution of all such applications and other proceedings. Agent shall not have any duty with respect to the Patents and Licenses. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Patents or Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Obligations secured thereby.

9. Pledgor's Right to Sue. From and during the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent, for itself and the ratable benefit of Lenders, shall have the right, but shall not be obligated, to bring suit to enforce the Patents and the Licenses, and, if Agent shall commence any such suit, Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees); provided, that Pledgor shall not be responsible for such out-of-pocket expenses and costs to the extent incurred because of the gross negligence or willful misconduct of Agent or any Lender. If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Pledgor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver or any of Agent's or Lenders' rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Pledgor acknowledges and agrees that (i) the Patents and Licenses comprise a portion of the Collateral and Agent, for itself and the ratable benefit of Lenders, shall have the right to exercise its rights and the rights of Lenders under the Loan Agreement with respect to the Patents and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and during the occurrence of an Event of Default, Agent or its nominee may use the Patents and Licenses in connection with the conduct of Pledgor's business.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies, for itself and the ratable benefit of Lenders, with respect to the Patents and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby irrevocably appoints Agent as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise exercisable during an Event of Default to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default, Pledgor hereby authorizes Agent to, in its sole discretion, (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Patents and the Licenses, (ii) take any other actions with respect to the Patents and the Licenses as Agent deems is in the best interest of Agent, for itself and the ratable benefit of Lenders, (iii) grant or issue any exclusive or non-exclusive license with respect to the Patents to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents and the Licenses to anyone on commercially reasonable terms. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent, for itself and the ratable benefit of Lenders, shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located or deemed located.

15. Binding Effect; Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Agent and Lenders, and their respective nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor; provided, however, that Pledgor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

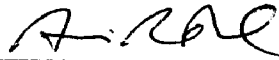
19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of Pledgor, to record this Agreement in the United States Patent Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise Pledgor of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, Pledgor shall have the right to effect recordal of such satisfaction or termination at the expense of Pledgor in the United States Patent Office and with such other recording authorities deemed reasonable and proper by Pledgor. Agent and Pledgor shall cooperate to effect all such recordals hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

CONTINENTAL COMMERCIAL
PRODUCTS, LLC

By: 
Name: Amir Rosenthal
Title: Secretary

FLEET CAPITAL CORPORATION, as Agent

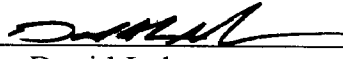
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

CONTINENTAL COMMERCIAL
PRODUCTS, LLC

By: _____
Name: _____
Title: _____

FLEET CAPITAL CORPORATION, as Agent

By:  _____
Name: David Lehner
Title: Vice President

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

SS HOOVER

The foregoing Patent and License Security Agreement was executed and acknowledged before me this 20th day of April, 2004, by Amir Rosenthal personally known to me to be the Secretary of Continental Commercial Products, LLC, a Delaware limited liability company, on behalf of such corporation.

(SEAL)

Virginia Scarpato
Notary Public

My Commission Expires 8-31-06

SCHEDULE A

to Patent and License Security Agreement

Patents

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Adjustable Shelf Anchor	Continental Commercial Products, LLC	Patented	6,666,153 United States	12/23/2003
Shelf with Shelf Anchor	Continental Commercial Products, LLC	Patented	6,460,469 United States	10/08/2002
Container Assembly	Contico International, LLC Continental Commercial Products, LLC	Patented	6,389,638 United States	05/21/2002
Floor Mounted Pickup Truck Boxes	Contico International, LLC Continental Commercial Products, LLC	Patented	5,080,250 United States	01/14/1992
Liquid Container with Integral Fill/Drain Conduit	Contico International, LLC Continental Commercial Products, LLC	Patented	6,374,867 United States	04/23/2002
Storage Container and Latch Assembly Therefor	Contico International, LLC Continental Commercial Products, LLC	Patented	6,085,928 United States	07/11/2000

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Shelf Structure	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	5,709,158 United States	01/20/1998
Storage Container Wheel Assembly	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	5,709,008 United States	01/20/1998
Transportable Container	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	6,203,034 United States	03/20/2001
Container with Hinged Lid Assembly	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	6,053,354 United States	04/25/2000
Waste Container Assembly	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	6,173,861 United States	01/16/2001
Mop Wringer	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D464,778 United States	10/22/2002
Container Assembly	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	6,128,803 United States	10/10/2000

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Tool Box	Continental Commercial Products, LLC	Patented	D306,096 United States	02/20/1990
Hip Roof Tool Box	<i>Contico International, LLC</i> Continental Commercial Products, LLC	Patented	D321,433 United States	11/12/1991
Tool Bin	<i>Contico International, LLC</i> Continental Commercial Products, LLC	Patented	D321,090 United States	10/29/1991
Tool Bin	<i>Contico International, LLC</i> Continental Commercial Products, LLC	Patented	D321,091 United States	10/29/1991
Combined Collapsible Utility Cart and Bag Therefor	<i>Contico International, LLC</i> Continental Commercial Products, LLC	Patented	D321,071 United States	10/22/1991
Doghhouse	<i>Contico International, LLC</i> Continental Commercial Products, LLC	Patented	D327,143 United States	06/16/1992
Foot Locker	<i>Contico International, LLC</i> Continental Commercial Products, LLC	Patented	D347,324 United States	05/31/1994

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Storage Container with Hinged Lid	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D349,646 United States	08/16/1994
Flower Pot	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D389,091 United States	01/13/1998
Ironing Organizer	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D451,254 United States	11/27/2001
Storage Tub	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D450,926 United States	11/27/2001
Laundry Cart	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D445,984 United States	07/31/2001
Corner Waste Container	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D447,307 United States	08/28/2001
Corner Waste Container with Collar	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D447,304 United States	08/28/2001

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Truck Tool Box	Continental Commercial Products, LLC	Patented	D324,197 United States	02/25/1992
Tool Box and Parts Organizer	Contico International, LLC Continental Commercial Products, LLC	Patented	D333,568 United States	03/02/1993
Storage Shelf Unit	Contico International, LLC Continental Commercial Products, LLC	Patented	D330,819 United States	11/10/1992
Bow Case	Contico International, LLC Continental Commercial Products, LLC	Patented	D343,057 United States	01/11/1994
Truck Bed Tool Box	Contico International, LLC Continental Commercial Products, LLC	Patented	D349,091 United States	07/26/1994
Tool Chest	Contico International, LLC Continental Commercial Products, LLC	Patented	D356,703 United States	03/28/1995
Support Frame with Sliding Baskets	Contico International, LLC Continental Commercial Products, LLC	Patented	D358,727 United States	05/30/1995

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Single-Step Tool Box	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D355,828 United States	02/28/1995
Two-Step Tool Box	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D354,210 United States	01/10/1995
Packing Container	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D355,118 United States	02/07/1995
Storage Container with Wheels	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D358,765 United States	05/30/1995
Container Lid with Automatic Closure	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D358,918 United States	05/30/1995
Packing Container	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D361,511 United States	08/22/1995
Flower Pot with Integral Base	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D364,112 United States	11/14/1995

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Toolbox Assembly	Continental Commercial Products, LLC	Patented	D379,266 United States	05/20/1997
Toolbox having a Transparent Lid	Contico International, LLC	Patented	D378,874 United States	04/22/1997
Tool Tray Assembly	Continental Commercial Products, LLC	Patented	D385,111 United States	10/21/1997
Tool Box	Contico International, LLC	Patented	D376,909 United States	12/31/1996
Wheeled Storage Container with Recessed Latches	Continental Commercial Products, LLC	Patented	D382,114 United States	08/12/1997
Shoe Rack	Contico International, LLC	Patented	D407,908 United States	04/13/1999
Storage Container with Recessed Removable Lid	Contico International, LLC	Patented	D382,112 United States	08/12/1997

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Toolbox having Transparent Lids	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D394,955 United States	06/09/1998
Toolbox	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D402,111 United States	12/08/1998
Storage Bin Lid	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D411,353 United States	06/22/1999
Storage Bin	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D408,631 United States	04/27/1999
Garden Scooter	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D410,579 United States	06/01/1999
Wheeled Trash Container	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D416,367 United States	11/09/1999
Storage Box	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D414,934 United States	10/12/1999

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Latch for Storage Container	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D414,673 United States	10/05/1999
Ice Chest	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D411,784 United States	07/06/1999
Tilt Truck	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D420,187 United States	11/12/1998
Shirt Hanger	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D414,945 United States	10/12/1999
Suit Hanger	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D415,620 United States	10/26/1999
Maid Cart	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D425,279 United States	05/16/2000
Flower Pot or Planter with Convertible Base	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D373,973 United States	09/24/1996

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Workbox	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D373,247 United States	09/03/1996
Hollow Handle	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D368,012 United States	03/19/1996
Flower Pot	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D368,234 United States	03/26/1996
Truck Bed Tool Box with Single Access Door	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D373,989 United States	09/24/1996
Storage Container with Lid	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D373,953 United States	09/24/1996
Folding Plastic Sawhorse	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D392,746 United States	03/24/1998
Locking Storage Box	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D376,259 United States	12/10/1996

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Storage Container Handle	Continental Commercial Products, LLC	Patented	D394,157 United States	05/12/1998
Storage Bin	Contico International, LLC	Patented	D385,720 United States	11/04/1997
Freestanding Shoe Rack	Continental Commercial Products, LLC	Patented	D384,224 United States	09/30/1997
Hanging Closet Organizer	Contico International, LLC	Patented	D382,747 United States	08/26/1997
Storage Shed	Contico International, LLC	Patented	D384,419 United States	09/30/1997
Freestanding Shoe Rack	Continental Commercial Products, LLC	Patented	D416,146 United States	11/09/1999
Toolbox	Contico International, LLC	Patented	D404,916 United States	02/02/1999

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Crossbed Truck Box	Continental Commercial Products, LLC	Patented	D403,654 United States	01/05/1999
Laundry Supplies Organizer	Contico International, LLC	Patented	D416,147 United States	11/09/1999
Handle	Continental Commercial Products, LLC	Patented	D429,050 United States	08/01/2000
Waste Container	Contico International, LLC	Patented	D416,658 United States	11/16/1999
Container Assembly	Continental Commercial Products, LLC	Patented	D417,051 United States	11/23/1999
Mop Bucket	Contico International, LLC	Patented	D429,396 United States	08/08/2000
Mop Bucket Side Wall	Continental Commercial Products, LLC	Patented	D429,862 United States	08/22/2000

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Shelf Assembly	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	D439,769 United States	04/03/2001
Drawer Unit	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	5,491,901 United States	02/20/1996
Storage Shelf Assembly	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	5,218,914 United States	06/15/1993
Food Bin Assembly	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Patented	5,673,811 United States	10/07/1997
Adjustable Shelving Apparatus	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Abandoned	5,779,070 United States	07/14/1998
Combination Tool Box/Organizer	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Abandoned	5,069,342 United States	12/03/1991
Plastic X-Frame Cart	Continental Commercial Products, LLC <i>Contico International, LLC</i>	Abandoned	4,964,650 United States	10/23/1990

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Method and Material for Preventing Erosion and Maintaining Playability of Golf Course Sand Bunkers	Glit/Microtron <i>Hallmark Holdings, Inc.</i>	Pending	App #: 10/365,005 United States	App Date: 02/12/2003
Hand-Held Sander	Glit/Microtron <i>Glit, Inc.</i>	Patented	D310,013 United States	08/21/1990
Liquid Applicator	Continental Commercial Products, LLC <i>Wilten Manufacturing Co., Inc.</i>	Patented	5,050,530 United States	09/24/1991
Reversible Mop	<i>The Wilten Companies, Inc.</i> Continental Commercial Products, LLC	Patented	5,522,648 United States	06/04/1996
Expandable Duster Assembly	<i>Wilten Acquisition Corp.</i> Continental Commercial Products, LLC	Patented	5,915,435 United States	06/29/1999
Mop Head with Integral Fused Brush Array	<i>Wilten Acquisition Corp.</i> Continental Commercial Products, LLC	Patented	5,913,347 United States	06/22/1999
Profiled Insulating Underboard	Continental Commercial Products, LLC <i>Wilten Products, Inc.</i>	Patented	4,320,613 United States	03/23/1982

<u>Patent Title</u>	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Patent Number And Country</u>	<u>Patent Date</u>
Brush and Bonnet Cleaning Assembly	Continental Commercial Products, LLC <i>Wilten Products, Inc.</i>	Patented	5,249,325 United States	10/05/1993
Mop Wringer with Mop Handle Support	Continental Commercial Products, LLC <i>Wilten Products, Inc.</i>	Patented	5,974,621 United States	11/02/1999

SCHEDULE B

to Patent and License Security Agreement

Licenses

None.

Supply and Distribution Agreements

1. Reciprocal Supply and Distribution Agreement, dated July 22, 1997, as amended, between IVAX Industries, Inc.[predecessor to Hallmark Holding, Inc./Loren] and the Fuller Brush Company, Inc.
2. Distribution Agreement. Effective March, 2004, between Oreck Corporation and Continental Commercial Products, LLC.
3. Supply License Agreement, dated November 11, 1988, between Pioneer/Eclipse Corp. and Microtron Abrasives, Inc.