

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
The Evercare Company	07/03/2008

RECEIVING PARTY DATA

Name:	ORIX Finance Corp., as Administrative Agent
Street Address:	1717 Main Street
Internal Address:	Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201

PROPERTY NUMBERS Total: 43

Property Type	Number
Patent Number:	6055695
Patent Number:	6127014
Patent Number:	6427278
Patent Number:	4905337
Patent Number:	5027465
Patent Number:	7055204
Patent Number:	D490952
Patent Number:	D483570
Patent Number:	7186207
Application Number:	10655101
Application Number:	10842871
Application Number:	12106595
Patent Number:	6842934
Patent Number:	7060337

PATENT

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REEL: 021243 FRAME: 0049

OP \$1720.00 6055695

Application Number:	10960262
Patent Number:	7056023
Patent Number:	7047587
Application Number:	10985408
Patent Number:	D524546
Patent Number:	D524549
Patent Number:	D537588
Patent Number:	D527529
Patent Number:	D527530
Patent Number:	D546513
Patent Number:	D547554
Application Number:	11036551
Patent Number:	7308728
Application Number:	11377012
Application Number:	11465933
Application Number:	11672658
Application Number:	11624915
Application Number:	11625425
Application Number:	11626983
Patent Number:	6684440
Patent Number:	6759006
Patent Number:	5681355
Patent Number:	5789368
Patent Number:	D452353
Patent Number:	D453598
Patent Number:	6857296
Patent Number:	D477699
Patent Number:	6233989
Patent Number:	6233854

# CORRESPONDENCE DATA

Fax Number: (312)863-7806

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Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6475.001
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NAME OF SUBMITTER:	Nancy Brougher
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**Total Attachments: 12**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of July 3, 2008 by THE EVERCARE COMPANY, a Delaware corporation ("Grantor"), in favor of ORIX FINANCE CORP., as administrative agent (together with its successors and assigns in such capacity, "Agent") for the Lenders (as defined below).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor, Agent and various other lenders party thereto from time to time as lenders ("Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to issue Lender Letters of Credit for the benefit of Grantor and certain of Grantor's affiliates;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Lender Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor, together with certain of Grantor's affiliates, shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral 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 "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this 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. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), 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 "Patent Collateral"):

(a) all of its Patents (as defined in the Collateral Agreement) including, but not limited to, the United States federally registered Patents referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent; and

(d) those abandoned patents set forth on Schedule II hereto.

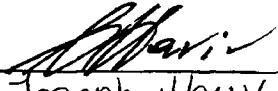
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent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

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

*[Signature Page Follows]*

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

THE EVERCARE COMPANY

By   
Name Joseph Hain  
Title Chairman

ACCEPTED AND ACKNOWLEDGED BY:

ORIX FINANCE CORP., as Administrative Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

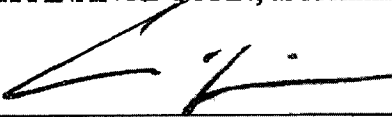
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE EVERCARE COMPANY

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

ORIX FINANCE CORP., as Administrative Agent

By  \_\_\_\_\_  
Name Christopher L. Smith  
Title Authorized Representative

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS**

<b>Patent</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent or Reg.</b>	<b>Issue Date</b>	<b>Status</b>
LINT ROLLER ASSEMBLY	United States	The Evercare Company	09/104,605	6/24/1998	6,055,695	5/2/2000	ISSUED
LINT ROLLER ASSEMBLY	Canada	The Evercare Company	2,259,911	1/22/1999	2,259,911	7/8/2003	ISSUED
ADHESIVE ROLLER CONSTRUCTION	United States	The Evercare Company	09/174,214	10/16/1998	6,127,014	10/3/2000	ISSUED
LINT ROLLER ASSEMBLY	United States	The Evercare Company	09/619,792	7/20/2000	6,427,278	8/6/2002	ISSUED
LINT REMOVER	United States	The Evercare Company	209,359	1/20/1988	4,905,337	3/6/1990	ISSUED
LINT REMOVER	Australia	The Evercare Company	36608/89	6/20/1989	626,550	12/1/1992	ISSUED
LINT REMOVER	Canada	The Evercare Company	602509	6/12/1989	1,322,831	10/12/1993	ISSUED
LINT REMOVER	Italy	The Evercare Company	67498-A/89	6/19/1989	1,234,402	6/28/1998	ISSUED
LINT REMOVER	Japan	The Evercare Company	1-155,790	6/20/1989	2,962,737	8/6/1999	ISSUED
LINT REMOVER	New Zealand	The Evercare Company	229,622	6/20/1989	229,622	1/6/1996	ISSUED
LINT REMOVER	New Zealand	The Evercare Company	243,211	6/20/1989	243,211	12/15/1995	ISSUED



Patent	Jurisdiction	Owner	Application No.	Filing Date	Patent or Reg.	Issue Date	Status
LINT REMOVER	United States	The Evercare Company	489,250	3/5/1990	5,027,465	7/2/1991	ISSUED
LINT REMOVER	Canada	The Evercare Company	2,045,975	6/28/1991	2045975	9/13/1994	ISSUED
LINT REMOVER	United Kingdom	The Evercare Company	9114201.8	7/1/1991	2257618	2/28/1996	ISSUED
LINT REMOVER	Italy	The Evercare Company	TO91A000494	6/28/1991	1249941	3/30/1995	ISSUED
LINT REMOVER	France	The Evercare Company	9108165	7/1/1991	9108165	4/5/1996	ISSUED
LINT REMOVER DESIGN	Belgium	The Evercare Company	14788/61	4/2/1963	14788/61	4/2/1963	ISSUED
COLOR COMB	France	The Evercare Company	34651	6/18/1971	103666	6/18/1971	ISSUED
CLOTHES BRUSH	Belgium	The Evercare Company	15138/118	6/30/1964	15138/118	6/30/1964	ISSUED
CLEANING DEVICE	United States	The Evercare Company	10/386,266	3/11/2003	7,055,204	6/6/2006	ISSUED
CLEANING DEVICE	United States	The Evercare Company	29/181,847	5/16/2003	D490,952	6/1/2004	ISSUED
COMBINATION ELECTROSTATIC CLEANER AND SQUEEGEE	Canada	The Evercare Company	104885	11/17/2003			PENDING
ADHESIVE ROLLER ASSEMBLY	United States	The Evercare Company	29/177,530	3/11/2003	D483,570	12/16/2003	ISSUED

<b>Patent</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent or Reg.</b>	<b>Issue Date</b>	<b>Status</b>
ROLLER CONSTRUCTION FOR DETRITUS REMOVAL	United States	The Evercare Company	10/631,300	7/31/2003	7,186,207	3/6/2007	ISSUED
ROLLER CONSTRUCTION FOR DETRITUS REMOVAL	Canada	The Evercare Company	2,534,345	7/29/2004			PENDING
ROLLER CONSTRUCTION FOR DETRITUS REMOVAL	Europe	The Evercare Company	0,477,954.7	7/29/2004			PENDING
ROLLER CONSTRUCTION FOR DETRITUS REMOVAL	Mexico	The Evercare Company	PA/a/2006/001314	7/29/2004			PENDING
ADHESIVE LINT ROLLER	United States	The Evercare Company	10/655,101	9/4/2003			PENDING
ADHESIVE ROLLER	United States	The Evercare Company	10/842,871	5/11/2004			PENDING
ADHESIVE ROLLER	United States	The Evercare Company	12/106,595	4/21/2008			PENDING
ADHESIVE ROLLER	Canada	The Evercare Company	2,480,201	9/3/2004			PENDING
ADHESIVE ROLLER	Mexico	The Evercare Company	PA/a/2004/008645	9/4/2004			PENDING
ADHESIVE LINT ROLLER	United States	The Evercare Company	10/688,160	10/17/2003	6,842,934	1/18/2005	ISSUED
SPIRAL WOUND ROLLER	United States	The Evercare Company	10/820,174	4/6/2004	7,060,337	6/13/2006	ISSUED

<b>Patent</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent or Reg.</b>	<b>Issue Date</b>	<b>Status</b>
GLOVE WITH LOTION	United States	The Evercare Company	10/960,262	10/7/2004			PENDING
WASH BAG ASSEMBLY	United States	The Evercare Company	10/787,293	2/26/2004	7,056,023	6/6/2006	ISSUED
UNDERGARMENT LAUNDRY BAG	Canada	The Evercare Company	2,557,773	1/25/2005			PENDING
UNDERGARMENT LAUNDRY BAG	China	The Evercare Company	200580009852.6	1/25/2005			PENDING
LINT ROLLER HOLDER ASSEMBLY	United States	The Evercare Company	10/800,542	3/15/2004	7,047,587	5/23/2006	ISSUED
LINT ROLLER HOLDER ASSEMBLY	Australia	The Evercare Company	2005222591	3/8/2005			PENDING
LINT ROLLER HOLDER ASSEMBLY	Canada	The Evercare Company	2,559,993	3/8/2005			PENDING
LINT ROLLER HOLDER ASSEMBLY	Europe	The Evercare Company	05724927.8	3/8/2005			PENDING
LINT ROLLER HOLDER ASSEMBLY	Mexico	The Evercare Company	PA/a/2006/010585	3/8/2005			PENDING
GARMENT DRYING RACK	Patent Cooperation Treaty	The Evercare Company	PCT/US2005/007676	3/8/2005			PENDING

<b>Patent</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent or Reg.</b>	<b>Issue Date</b>	<b>Status</b>
DISPLAY HOLDER FOR A TUBULAR CYLINDRICAL ROLL	United States	The Evercare Company	10/985,408	11/10/2004			PENDING
CLEANING DEVICE	United States	The Evercare Company	29/234,990	7/26/2005	D524,546	7/11/2006	ISSUED
CLEANING BRUSH	United States	The Evercare Company	29/234,989	7/26/2005	D524,549	7/11/2006	ISSUED
CLEANING DEVICE	United States	The Evercare Company	29/234,984	7/26/2005	D537,588	2/27/2007	ISSUED
GROUT BRUSH	United States	The Evercare Company	29/234,986	7/26/2005	D527,529	9/5/2006	ISSUED
BRUSH	United States	The Evercare Company	D/234,956	7/26/2005	D527530	9/5/2006	
CLEANING DEVICE	United States	The Evercare Company	29/234,969	7/26/2005	D546,513	7/10/2007	ISSUED
HANDLE	United States	The Evercare Company	29/234,985	7/26/2005	D547,554	7/31/2007	PENDING
SCRUB BRUSH	United States	The Evercare Company	29/234,956	7/26/2005	D527,530	9/5/2006	ISSUED
CLOTHES HAMPER ASSEMBLY	United States	The Evercare Company	11/036,551	1/14/2005			PENDING
TOILET CLEANING IMPLEMENT	United States	The Evercare Company	11/227,901	9/15/2005	7,308,728	12/18/2007	ISSUED
ROLLER HOLDER	United States	The Evercare Company	11/377,012	3/16/2006			PENDING

<b>Patent</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent or Reg.</b>	<b>Issue Date</b>	<b>Status</b>
LINT ROLLER ASSEMBLY	United States	The Evercare Company	11/465,933	8/21/2006			PENDING
CLOTHES HAMPER	United States	The Evercare Company	11/672,658	2/8/2007			PENDING
SCENTED HANGER ASSEMBLY	United States	The Evercare Company	11/624,915	1/19/2007			PENDING
CLOTHES HANGER	United States	The Evercare Company	11/625,425	1/22/2007			PENDING
CLOTHES HANGER	Canada	The Evercare Company	2618291	1/21/2008			PENDING
CLOTHES HANGER	Europe	The Evercare Company	08000965.7	1/18/2008			PENDING
IRONING BOARD ASSEMBLY	United States	The Evercare Company	11/626,983	1/25/2007			PENDING
THREE DIMENSIONAL FABRIC CARE BAG THAT RESISTS COLLAPSING DURING USE	United States	The Evercare Company	09/868344	6/15/2001	6684440	2/3/2004	ISSUED
FABRIC SANITIZATION PROCESS	United States	The Evercare Company	09/673602	10/18/2000	6759006	7/6/2004	ISSUED
HEAT RESISTANT CLEANING BAG	United States	The Evercare Company	08/694136	8/8/1996	5681355	9/28/1997	ISSUED

<b>Patent</b>	<b>Jurisdiction</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent or Reg.</b>	<b>Issue Date</b>	<b>Status</b>
FABRIC CARE BAG	United States	The Evercare Company	08/785440	1/17/1997	5789368	5/4/1998	ISSUED
TETRAHERAL PLASTIC FILM BAG FOR USE IN FABRIC CARE PROCESSES	United States	The Evercare Company	29/134235	12/15/2000	D452353	12/18/2001	ISSUED
TETRAHERAL FABRIC BAG FOR USE IN FABRIC CARE PROCESSES	United States	The Evercare Company	29/120518	3/20/2000	D453598	2/12/2002	ISSUED
FABRIC CARE BAG IN FABRIC CARE PROCESS	United States	The Evercare Company	09/813252	3/25/2002	6857296	2/22/2005	ISSUED
TETRAHERAL FABRIC BAG FOR USE IN FABRIC CARE PROCESS	United States	The Evercare Company	29/150392	11/14/2001	D477699	7/22/2003	ISSUED

**SCHEDULE II**  
**to**  
**PATENT SECURITY AGREEMENT**

**ABANDONED PATENTS**

Patent	Patent/ App. No.	Regis. Date	Application File Date
Method and apparatus for stamping a metal sheet with apertured design having rolled edges	6233989	5/22/2001	10/13/2000
Ironing board cover	6233854	5/22/2001	6/3/1999