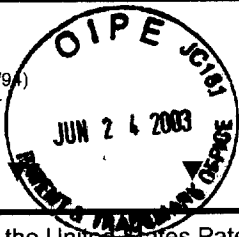


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06-27-2003



102484672

D\$

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

6-24-03

PNC Bank, National Association

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: Release of Security Interest
- Merger
- Change of Name

Execution Date: June 4, 2003

2. Name and address of receiving party(ies):

Name: Fleets Products Co., Inc.

Internal Address:

Street Address: 5402 S. Graham Road

City: St. Charles State: MI ZIP: 48655

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/241,057; 75/069,976

B. Trademark Registration No.(s)

2,269,822; 2,023,801; 1,669,503; 2,038,818; 1,726,880; 2,056,591; 2,171,160; 1,637,507; 854,228; 230,234; 2,350,614; 1,012,695; 1,333,076; 2,468,957; 1,611,051; 2,126,191; 1,714,929; 1,079,769; 1,557,801; 1,742,983; 1,534,155; 2,443,052; 2,056,453; 1,528,075; 2,117,077; 2,080,574; 2,624,587

Additional numbers  Yes  No

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

Name: Thomas L. McMasters

Internal Address: Fredrikson & Byron, P.A.

4000 Pillsbury Center

Street Address: 200 South Sixth Street

06/26/2003 ECOOPER 00000250 78241057

01 FC:0521 Minneapolis State: 00 00 MN ZIP: 55402

02 FC:0522 700 00 00

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41):.....\$ 740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

061910

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas L. McMasters  
Name of Person Signing

Thomas L. McMasters  
Signature

6/20/03  
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

RELEASE OF SECURITY INTEREST

WHEREAS, Flents Products Co., Inc., a Delaware corporation, ("Flents"), certain lenders (the "Lenders"), and PNC Bank, National Association, as Agent for such Lenders ("PNC"), are parties to a certain Revolving Credit, Term Loan and Security Agreement (the "Credit Agreement").

WHEREAS, Pursuant to the terms of the Credit Agreement, Flents granted to PNC for the ratable benefit of the Lenders a security interest (the "Security Interest") in substantially all the assets of Flents, including the trademarks and associated applications and registrations set forth on Schedule A hereto, (the "Marks"), and the patents as set forth on Schedule B hereto (the "Patents").

WHEREAS, the Security Interest in such Marks is recorded with the United States Patent and Trademark Office at Reel 1918, Frame 0961;

WHEREAS, the Security Interest in such Patents is recorded with the United States Patent and Trademark Office at Reel 010033, Frame 0309.

WHEREAS, Flents has satisfied the obligations secured by the Security Interest;

WHEREAS, PNC desires to fully release any and all claims it or the Lenders may have in the Marks and Patents, including the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, PNC hereby releases the Security Interest in the Marks and Patents, as well as any and all other security interests, mortgages, charges, pledges, encumbrances, assessments, restrictions, or other claims of any nature it or the Lenders may possess in and to the Marks and/or Patents.

PNC BANK, NATIONAL ASSOCIATION

By [Signature]  
is ARTHUR V LIPPENS VP

STATE OF New York )  
COUNTY OF New York ) ss.

On this 10<sup>th</sup> day of June, 2003, before me, a notary public in and for said county, appeared Arthur V. Lippens of PNC Bank, N.A., the person who signed this instrument, who acknowledged that (s)he signed it as a free act on behalf of said company with authority to do so.

Patricia A. Pisano  
Notary Public

#2809438:1

PATRICIA A. PISANO  
Notary Public, State of New York  
No. 01PI6017323  
Qualified in New York County  
Commission Expires December 14, 2004

**Schedule A**  
**Registered Trademarks**

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AQUA DRY	U.S.	2,269,822	August 10, 1999
BEAUTY BUFF	U.S.	2,023,801	December 17, 1996
BEAUTY WEDGE	U.S.	1,669,503	December 24, 1991
COLOR-MATE	U.S.	2,038,818	February 18, 1997
COMFEES	U.S.	1,726,880	October 27, 1992
COMFEES+	U.S.	2,056,591	April 29, 1997
DERMA-BUFF	U.S.	2,171,160	July 7, 1998
FILTAIR	U.S.	1,637,507	March 12, 1991
FLENTS	U.S.	854,228	August 6, 1968
FLENTS	U.S.	230,234	July 19, 1927
FLENTS AQUA DRY	U.S.	2,350,614	May 16, 2000
FLEXIPLUG	U.S.	1,012,695	June 3, 1975
MAXI-MASK	U.S.	1,333,076	April 30, 1985
MEDI-BIN	U.S.	2,468,957	July 17, 2001
OPTICO	U.S.	1,611,051	August 28, 1990
OPTI-CORDS	U.S.	2,126,191	December 30, 1997
OPTIMIST	U.S.	1,714,929	September 15, 1992
PEACE & QUIET	U.S.	1,079,769	December 20, 1977
PROTECH	U.S.	1,557,801	September 26, 1989
QUIET! PLEASE	U.S.	1,742,983	December 29, 1992
QUIET-DOWN	U.S.	1,534,155	April 11, 1989

Schedule A  
Registered Trademarks (continued)

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
REAL QUIET	U.S.	2,443,052	April 10, 2001
SALON WEDGE	U.S.	2,056,453	April 22, 1997
SEAL-RITE	U.S.	1,528,075	March 7, 1989
SOF-LOOFAH	U.S.	2,117,077	November 25, 1997
TOTAL BEAUTY	U.S.	2,080,574	July 22, 1997
WIPE 'N CLEAR	U.S.	2,624,587	September 24, 2002
COMFEES	Canada	TMA417,569	October 1, 1993
COMFEES+	Canada	TMA459,954	July 5, 1996
COMFEES+	Canada	TMA467,255	December 6, 1996
QUIET! PLEASE	Canada	TMA417,727	October 1, 1993

Pending Applications

<u>Mark</u>	<u>Country</u>	<u>Serial. No.</u>	<u>Filing Date</u>
BABY SOLUTIONS	U.S.	78/241,057	April 23, 2003
STEALTH	U.S.	75/069,976	March 11, 1996

Schedule B  
Patents

<u>Title</u>	<u>U.S. Patent Number</u>	<u>Issue Date</u>
Tubular Eyewear Retainer and Method for Producing Same	5,369,452	11/29/1994
Combination Soap Product and Exfoliation Pad	Des. 375,383	11/5/1996
Combination Soap Product and Exfoliation Pad with Hanging Cord	Des. 379,249	5/13/1997



June 4, 2003

Flents Products Co, Inc.  
5401 S Graham Road  
St. Charles, MI 48655

Ladies and Gentlemen:

Flents Products Co, Inc. (the "Borrower") has paid in full the indebtedness owing by Borrower pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of April 1999, among Borrower, the various lenders from time to time party thereto ("Lenders"), and PNC Bank, National Association, as agent for the Lenders ("Agent") and such agreement and the lending commitments thereunder have been terminated. This letter is to confirm that:

(1) all of the Lenders' and Agent's security interests in and any other liens on all personal property assets of the Borrower have been terminated and released;


(2) the Borrower and any purchaser of the assets of the Borrower are each hereby authorized to file UCC Financing Statement Amendments terminating any UCC-1 financing statements or initial UCC financing statements naming the Borrower as debtor and the Lenders or Agent as secured party for the purpose of termination; and

(3) the undersigned will execute all such other release documents as Borrower or any purchaser of the assets of the Borrower may reasonably request in connection with the Lenders' and Agent's release and termination of its liens and security interests.

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By

Its

  
\_\_\_\_\_  
Arthur Vlippers VP

#28099011

RECORDED: 06/24/2003

TRADEMARK  
REEL: 002765 FRAME: 0050