

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wisconsin Pharmacal Company, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Wisconsin Limited Liability Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 14, 2009

- Assignment Merger
 Security Agreement Change of Name
 Other Memorandum Sr. Subordination Agt.

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TCF National Bank

Internal _____

Address: _____

Street Address: 500 West Brown Deer Road

City: Milwaukee

State: Wisconsin

Country: USA Zip: 53217

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other NRI Banking Assn Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77/636,870 and 77/448,498

B. Trademark Registration No.(s)

See attached sheet

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

VH Essentials and Me Again (see attached sheet for identification of registered trademarks)

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

Name: Claude J. Krawczyk

Internal Address: O'Neil, Cannon, Hollman, DeJong S.C.

Street Address: 111 East Wisconsin Avenue, Suite 1400

City: Milwaukee

State: Wisconsin Zip: 53202

Phone Number: (414) 276-5000

Fax Number: (414) 276-6581

Email Address: Claude.Krawczyk@wilaw.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

 Signature

Claude J. Krawczyk

Name of Person Signing

5/14/09
Date

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Attachment to Recordation Form Cover Sheet

1. Name of Conveying Party(ies); Lake Consumer Products, Inc.

Corporation – State of Nevada

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

The Peninsula Fund IV Limited Partnership
c/o Peninsula Capital Partners L.L.C.
535 Griswold Street, Suite 2050
Detroit, Michigan 48226

Other – Delaware Limited Partnership

4. B. Trademark Registration No.(s): 4.C. Identification of Trademarks:

Wisconsin Pharmacal Company, LLC:

3,506,479

3,228,701

3,319,963

3,225,626

3,154,950

1,530,509

1,604,320

Destination Adventure

Light & Dry

Potable Aqua Traveler

Baitmate Sonic

Chlorospa-T

Chlorazene

Sanizene

Lake Consumer Products, Inc.:

3,420,736

3,428,061

3,509,336

3,489,219

Persani

Beyond Fresh Intimates

Yeast Gard Advanced

SmartScent

TRADEMARK

REEL: 003987 FRAME: 0432

MEMORANDUM OF SENIOR SUBORDINATION AGREEMENT


THIS MEMORANDUM OF SENIOR SUBORDINATION AGREEMENT evidences the Senior Subordination Agreement (the "Agreement"), made and entered into on January 14, 2009, by and among **TCF NATIONAL BANK**, a national banking association ("**Senior Lender**"), **THE PENINSULA FUND IV LIMITED PARTNERSHIP**, a Delaware limited partnership ("**Subordinate Lender**"), **WISCONSIN PHARMACAL COMPANY, LLC**, a Wisconsin limited liability company, and **LAKE CONSUMER PRODUCTS, INC.**, a Nevada corporation (referred to together as "**Borrower**"), in connection with: (a) certain credit accommodations available to, and all indebtedness, obligations and liabilities of, Borrower pursuant to the terms and provisions of the Third Amended and Restated Loan Agreement, dated January 14, 2009, by and between Senior Lender and Borrower and each of the security agreements, other collateral documents and all other agreements, documents and instruments executed and delivered in connection therewith, and any amendments thereto to the extent permitted by the Agreement (the "**Senior Debt**"); and (b) certain credit accommodations available to, and all indebtedness, obligations and liabilities of, Borrower pursuant to the terms and provisions of a Note Purchase Agreement, dated January 14, 2009, by and between Subordinate Lender and Borrower and each of the security agreements, other collateral documents and all other agreements, documents and instruments executed and delivered in connection therewith, and any amendments thereto to the extent permitted by the Agreement (the "**Subordinate Debt**").

The Agreement provides in part that, notwithstanding any contrary provision of any of the Senior Debt documents or the Subordinate Debt documents: (a) the Subordinate Debt shall, at all times during the term of the Agreement, be subordinate and junior in right of payment to all Senior Debt; and (b) the Subordinate Lender's rights in all Collateral (as defined in the Agreement) shall, at all times during the term of the Agreement, be subordinate and junior in right to the Senior Lender's rights in the Collateral, to the extent and in the manner provided for in the Agreement.

Pursuant to the Agreement and for purposes of this Memorandum, Collateral includes the registered trademarks of the Borrower set forth on Exhibit A, attached hereto (the "**Trademarks**"). In accordance with the terms of the Agreement, Subordinate Lender hereby acknowledges that its security interest in the Trademarks shall, at all times during the term of the Agreement, be subordinate and junior in right to the Senior Lender's security interest in the Trademarks, regardless of the date of filing of each Lender's security interest with the United States Patent and Trademark Office (the "**USPTO**").

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the dates set forth below.

SENIOR LENDER:
TCF NATIONAL BANK

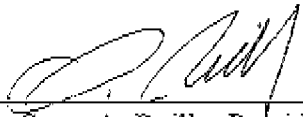
By: 
Anthony Laszewski, Vice President

Dated: 5-5-09

SUBORDINATE LENDER:
THE PENINSULA FUND IV LIMITED PARTNERSHIP


By: Peninsula Fund IV Management L.L.C., its General Partner

By: Peninsula Capital Partners, L.L.C., its Manager

By: 
Scott A. Reilly, President and
Chief Investment Officer


Dated: 5/12/09

BORROWER:
WISCONSIN PHARMACAL COMPANY, LLC LAKE CONSUMER PRODUCTS, INC.

By: 
Name: JEFFREY C. POTTS

Title: COO/CEO

Dated: 4/2/09

By: 
Name: JEFFREY C. POTTS

Title: COO/CEO

Dated: 4/2/09

EXHIBIT A**Wisconsin Pharmacal Company, LLC Trademarks**

| <i>Name of Trademark</i> | <i>Registration Number</i> | <i>Registration Date</i> | <i>Assignment for Security Purposes Filed with USPTO</i> |
|--------------------------|----------------------------|--------------------------|---|
| Destination Adventure | 3,506,479 | 09/23/2008 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| Light & Dry | 3,228,701 | 04/10/2007 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| Potable Aqua Traveler | 3,319,963 | 10/23/2007 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| Baitmate Sonic | 3,225,626 | 04/03/2007 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| Chlorospa-T | 3,154,950 | 10/10/2006 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| Chlorazene | 1,530,509 | 03/21/1989 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| Sanizene | 1,604,320 | 07/03/1990 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |

Lake Consumer Products, Inc. Trademarks

| <i>Name of Trademark</i> | <i>Registration Number</i> | <i>Registration Date</i> | <i>Assignment for Security Purposes Filed with USPTO</i> |
|--------------------------|----------------------------|----------------------------------|---|
| Persani | 3,420,736 | 04/29/2008 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| Beyond Fresh Intimates | 3,428,061 | 05/13/2008 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| Yeast Gard Advanced | 3,509,336 | 09/30/2008 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| SmartScent | 3,489,219 | 08/19/2008 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 (2) TCF Bank – 01/19/09 |
| VH Essentials | 77/636,870 | Not registered Filed 12/19/08 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 |
| Me Again | 77/448,498 | Not registered Filed 09/09/08 | (1) The Peninsula Fund IV Limited Partnership—01/16/09 |