

08-14-2000



101430550

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
06 29 2000

MPS  
7-17-00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

08/14/2000 NTHAI1 00000093 75896990  
01 FC:481 40.00 OP  
02 FC:482 1675.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

TRADEMARK  
REEL: 002114 FRAME: 0812

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75896990"/>	<input type="text" value="75583987"/>	<input type="text" value="75401366"/>	<input type="text" value="2336036"/>	<input type="text" value="2347550"/>	<input type="text" value="2092875"/>
<input type="text" value="75732237"/>	<input type="text" value="75516116"/>	<input type="text" value="74671259"/>	<input type="text" value="2336604"/>	<input type="text" value="2217774"/>	<input type="text" value="2289168"/>
<input type="text" value="75702455"/>	<input type="text" value="75466168"/>	<input type="text"/>	<input type="text" value="2269817"/>	<input type="text" value="2047918"/>	<input type="text" value="2170001"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

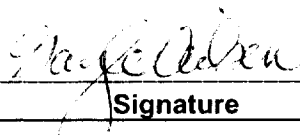
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Gayle Aiken



July 17, 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

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Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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<input type="text" value="2000053"/>	<input type="text" value="2016832"/>	<input type="text" value="1998661"/>
<input type="text" value="2101943"/>	<input type="text" value="2089525"/>	<input type="text" value="1845648"/>
<input type="text" value="1964215"/>	<input type="text" value="1919807"/>	<input type="text" value="1973927"/>
<input type="text" value="1964216"/>	<input type="text" value="1997460"/>	<input type="text" value="1884309"/>
<input type="text" value="1969885"/>	<input type="text" value="2059655"/>	<input type="text" value="1855791"/>
<input type="text" value="1971304"/>	<input type="text" value="1997461"/>	<input type="text" value="1864298"/>

**RECORDATION FORM COVER SHEET  
CONTINUATION  
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Expires 05/30/99  
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1830388	1841363	1673019
1796411	1841362	1656845
1809229	1788207	1648543
1804529	1720349	1651946
1804530	1755382	1603816
1853106	1798721	1577811
1850348	1769340	1511832

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
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1428416	<input type="text"/>	<input type="text"/>
1078951	<input type="text"/>	<input type="text"/>
1055339	<input type="text"/>	<input type="text"/>
857901	<input type="text"/>	<input type="text"/>

**INTELLECTUAL PROPERTY SECURITY  
AGREEMENT AND COLLATERAL ASSIGNMENT**

**GMAC BUSINESS CREDIT, LLC**, 300 Galleria Officentre, Suite 110, Southfield, Michigan 48034 ("Lender") and **SUNSHINE INDUSTRIES, INC.**, with a principal place of business at 1111 East 200<sup>th</sup> Street, Cleveland, Ohio 44117 ("Borrower") enter into this Agreement on June 29, 2000.

Borrower has entered into a Loan and Security Agreement dated as of June 29, 2000 (the "Loan Agreement") with Lender under which Lender has agreed to make certain loans available to Borrower. The Lender is willing to make such loans under the Loan Agreement upon the condition, among others, that Borrower execute and deliver this Agreement.

In consideration of the above and of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement (and all agreements referred to or incorporated in the Agreement) is incorporated by this reference. All capitalized terms, not otherwise defined in this Agreement, shall have the meanings specified in the Loan Agreement.

2. **Grant of Security Interest and Collateral Assignment of Trademarks, Copyrights and Patents.** To secure the prompt payment and performance of all of Borrower's present and future indebtedness and Obligations to Lender (collectively, the "Debt") Borrower hereby grants to Lender a continuing security interest in, and collaterally assigns to the Lender all right, title and interest, in the United States and throughout the world, in, to, and under the following (all of which are collectively referred to the "Collateral") whether now existing or hereafter created or acquired:

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration, now owned or hereafter acquired by Borrower (including, without limitation, those listed on Schedule 1 attached hereto and made a part hereof) and all licenses thereof, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (a) the registration renewals thereof, (b) all income, royalties, damages and payments now and hereafter due 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, and (c) all rights corresponding thereto throughout the world, (all of the foregoing sometimes hereinafter individually or collectively referred to as the "Trademarks");

(b) all United States and foreign copyrights, registered or unregistered, in and to all copyrightable works including all registrations and applications therefor and all licenses thereof and (a) any renewals or extensions of the registrations therefor that may be secured under the laws now or hereafter in effect in the United States or any other country or countries, (b) all income, royalties, damages and payments now and hereafter due 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, and (c) all rights corresponding thereto throughout the world (sometimes individually or collectively referred to as the "Copyrights");

(c) all United States and foreign patents and patent applications, now owned or hereafter acquired by Borrower, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule 1 attached hereto and made a part hereof, all licenses thereof and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due 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, and (c) all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually or collectively referred to as the "Patents"); and

(d) all other intellectual property rights, now owned or hereafter acquired by Borrower, including, without limitation, the intellectual property listed on Schedule 1, including, without limitation, trade secrets, know-how and confidential business information, computer software, computer programs, source code, data and documentation (including electronic media) and licenses thereof, and (a) all income, royalties, damages and payments now and hereafter due 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, and (b) all rights corresponding thereto throughout the world (collectively referred to as "Intellectual Property Rights"); provided, however, that Collateral shall not include any of the foregoing Trademarks, Copyrights, Patents or Intellectual Property Rights (collectively, the "Intellectual Property") if the grant of a security interest hereunder causes Borrower's rights in such Intellectual Property to terminate or be terminated at will or to cause a breach of any agreement with respect thereto.

3. **Continuing Liability.** Borrower expressly agrees that, notwithstanding anything to the contrary in this Agreement, it shall remain liable under each license, interest and obligation assigned to the Lender under this Agreement to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions applicable to Borrower and shall retain the right to sue and recover for past, present and future infringements thereof. The Lender shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Lender or the receipt by the Lender of any payment relating to any such license, interest or obligation pursuant

hereto, nor shall the Lender be required or obligated in any manner to perform or fulfill any of the obligations of Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. **Effect of Collateral Assignment and Remedies.** Borrower agrees that upon the occurrence of an Event of Default (after any applicable grace or cure periods) under the Loan Agreement, the Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon Borrower or any other person (all and each of which demands, advertisements or notices are hereby expressly waived), may forthwith collect, and realize upon the Collateral, or any part thereof, or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more public or private sale or sales, at any exchange, broker's board or at any of the Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Lender shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations in such order as the Lender in its sole discretion shall determine, Borrower remaining liable for any deficiency therein. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, Borrower waives all the claims, damages and demand against the Lender arising out of the repossession, retention or sale of the Collateral. Borrower agrees that the Lender need not give more than 21 days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matter.

5. **Refiling.** If, before the Debt is paid in full, Borrower obtains any rights in or to any new or additional Intellectual Property Rights, the provisions of this Agreement shall apply thereto and Lender is hereby authorized to amend Schedule 1 and refile this Agreement as appropriate.

6. **Power of Attorney.** Borrower hereby authorizes the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in the Lender's sole discretion, as Borrower's true and lawful attorney-in-fact, with power (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the perfection of a security interest in the Collateral, (ii) from and after the occurrence of any Event of Default (after any applicable grace or cure periods) in accordance with this Agreement and applicable law, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Assignment. This



power of attorney shall be irrevocable until all of the Debt has been paid in full and all of the financing arrangements between Borrower and the Lender have been terminated and Lender has no further obligation to make loans to Borrower.

7. **Specific Performance; Injunctive Relief.** Borrower agrees that, in addition to all other rights and remedies granted to Lender in this Agreement, the Loan Agreement and any other collateral security document, Lender shall be entitled to specific performance and injunctive and other equitable relief, and Borrower further agrees to waive any requirement for the securing or posting of any bond or other security in connection with the obtaining of any such specific performance and injunctive or other equitable relief.

8. **Grant of License to Use Intangibles.** In addition to and for the purpose of enabling the Lender to exercise rights and remedies under Sections 4 and 5 hereof, Borrower shall permit Lender reasonable access to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof. In addition, upon an Event of Default (after any applicable grace or cure periods), Lender, and its assigns, shall have a non-exclusive license throughout the world in all Trademarks, Patents, Copyrights, and Intellectual Property Rights for the manufacture, sale and distribution of inventory or other goods of Borrower and for the sale and use of any assets of Borrower in which Lender has a security interest (whether now or in the future.)

9. **Representation and Warranties.** Borrower represents and warrants that Schedule 1 contains a complete and correct list of all the trademark registrations and trademark applications, copyright registrations and copyright applications and patents and patent applications, respectively, if any, (i) owned by Borrower or (ii) licensed to or by Borrower (together with the terms of such licenses). Borrower additionally represents and warrants to the best of its knowledge that except as set forth in Schedule 1, there is no currently pending patent application on which any agent or employee of Borrower is listed as an inventor. Except as set forth in Schedule 1, Borrower owns free and clear of all liens all right, title and interest in, or has full right and authority to use, all Collateral necessary or desirable for the conduct of its business as currently conducted or as currently proposed to be conducted. Except as set forth in Schedule 1, no claim by any other person or entity ("Person") contesting the validity or ownership of any Collateral has been made, is currently outstanding or, to the best of Borrower's knowledge, is threatened and neither Borrower nor any executive thereof has received any notice of, or is aware of any fact which would indicate a likelihood of, any infringement or misappropriation upon, or conflict with, any other Person's intellectual property. Except as set forth in the Schedule 1, none of the Collateral infringes or misappropriates upon, or conflicts with, any intellectual property of any Person, and no infringement, misappropriation or conflict will occur as a result of the continued operation of the businesses as now conducted as currently proposed to be conducted. The transactions contemplated by this Agreement will have no adverse effect on any of Borrower's rights in and to the Collateral. Borrower has ~~taken all action~~ necessary or desirable in its judgment to protect the Collateral and will continue to take such action prior to Closing so as to not adversely affect the validity or enforcement of the Collateral, except as set forth in Schedule 1. Borrower further agrees that it will at its expense, at the Lender's request, defend the Lender's and Borrower's respective interests

in the Collateral from any and all claims and demands of any other person and that it will not grant, create or permit to exist any lien upon or security interest in the Collateral in favor of any other person except liens permitted by the Loan Agreement; provided, however, that prior to the occurrence of an Event of Default and until the expiration of any applicable grace or cure period, nothing contained in this Agreement shall affect Borrower's right to grant non-exclusive licenses to third parties to use any portion of the Collateral.

10. **Restrictions on Future Agreements.** Borrower agrees that until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated and Lender has no further obligation to make loans to Borrower, it will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is materially inconsistent with Borrower's obligations under this Agreement and Borrower further agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially affect the validity or enforcement of any of the rights transferred to Lender under this Agreement.

11. **Covenants Regarding Collateral.**

(a) Except as to Collateral which Borrower in its judgment determines to be in its best interests to abandon or not to enforce or protect, Borrower (either itself or through licensees) shall (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) employ each Trademark, Copyright and Patent with the appropriate notice of application or registration on applicable products or services, (iii) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Patent may become invalidated or unenforceable, any Trademark right may become abandoned or unenforceable, any Copyright right may become unenforceable, or any Intellectual Property Right may become unenforceable, (iv) prosecute diligently any trademark application, copyright application or any patent application which is pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, and (v) preserve and maintain all rights in and to the Collateral.

(b) Except as set forth in Schedule 1, Borrower shall notify the Lender reasonably promptly if it knows, or has reason to know, that any application or registration relating to any of the Collateral may become abandoned, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Borrower's ownership of any of the Collateral, its right to register the same, or to keep and maintain the same, except for such abandonment or determination which is permitted under subparagraph (a) above.

(c) Borrower will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political

subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that abandonment or invalidation is permitted under subparagraphs (a) and (b) above) or as set forth in Schedule 1.

(d) In the event that any of the Collateral is infringed, misappropriated or diluted by a third party, Borrower shall provide reasonably prompt notice to Lender and take such action as Borrower shall reasonably deem appropriate under the circumstances, which may include suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution to protect such Collateral.

(e) At its option, Lender may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by Borrower to provide insurance satisfactory to the Lender. Borrower agrees to reimburse Lender on demand for any payment reasonably made in any expense incurred by Lender pursuant to the foregoing authorization. Until an Event of Default occurs and after expiration of any applicable grace or cure period and an acceleration of the loans, Borrower may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement.

12. **Notice.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Loan Agreement.

13. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. **No Waiver; Cumulative Remedies.** The Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Lender, and then only to the extent therein set forth. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or in the License Agreement or any other agreements between the parties.

15. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

16. **Limitations by Law.** All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law which may be controlling and are limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

17. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other collateral security document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreements or any other collateral security document. This Agreement may be signed in separate counterparts.

18. **Termination and Reassignment.** The Lender agrees that upon the termination or expiration of the Loan Agreement and termination of any obligations of Lender to make loans to Borrower and the payment and performance in full of all the Obligations, the Lender will promptly execute documents releasing the security interests created hereby and to reassign Lenders interest in the collateral to Borrower, without warranty, representation or guaranty of any nature or kind.

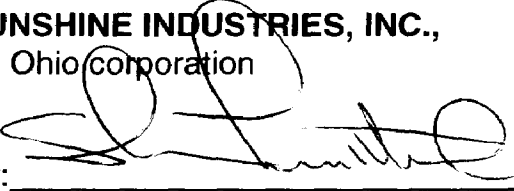
19. **Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal laws (and not the laws of conflict) of the State of Michigan

20. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties relating to the subject matter of this Agreement, and may only be amended or modified in writing signed by all parties.

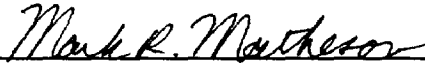
21. **Waiver Of Jury Trial.** THE LENDER AND THE BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS GUARANTY OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER OF THEM. NEITHER THE LENDER NOR THE BORROWER SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE LENDER OR THE BORROWER EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

SUNSHINE INDUSTRIES, INC.,  
an Ohio corporation

By:   
Title: PRESIDENT

GMAC BUSINESS CREDIT, LLC

By:   
Name: MARK R. MATHESON  
Title: DIRECTOR OF CREDIT

**Schedule 1**  
Patents, Trademarks and Copyrights, etc.

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## Foreign Trademarks

File No.	Title	Status	Serial Number	Registration Number/Date
9-228AR	Sunshine & Design	Registered	2131701	1727982 2/17/98
10-259AU	Pollyduster & Design	Registered	677691	677691 11/10/95
10-428AU	Webster & Design (CL 21)	Registered	608260	608260 8/3/93
10-584AU	Wanda Wooly	Registered	677698	677689 11/10/95
12-595AU2	Webster (CL 21)	Pending	669878	
13-517AU	Dust Runner	Registered	677690	677690 11/10/95
9-228BR	Sunshine & Design	Registered	820581461	2/17/98
10-259CA	Polyduster & Logo	Registered	567174	332 12 8/1/86
10-319CA	Pollyduster	Registered	560466	325499 4/9/86
11-521CA	Neat-N-Easy (CL 21)	Registered	639375	374065 8/28/89
11-770CA	Fannie (stylized) (CL 21)	Pending	751508	4/6/94
12-544CA	Sticky Critter	Registered	695341	438258 12/16/91
12-593CA	Pik Up Stik	Registered	695344	12/16/91
9-228CA	Sunshine & Design (CL 21)	Registered	751510	484292 4/6/94
9-818CA	Webster	Registered	535232	317249 1/23/85
9-228CL	Sunshine & Design	Registered	404694	523098 2/3/98
12-544IT	Sticky Critter	Registered	MI93COO3568	5/14/93
12-544JP	Sticky Critter	Registered	3-130855	3-140855 12/18/91
12-593JP	Pik Up Stik	Registered	3-130854	3-140854 12/18/91
10-259MX	Pollyduster & Design (Int Cl 21)	Registered	192597	471733 3/3/94
11-516MX	Geri Raff (Int Cl 21)	Registered	192604	3/3/94
11-521MX	Neat-N-Easy (Int Cl 21)	Registered	192599	3/3/94

11-770MX	Fannie (Int. CI 21)	Registered	192603	471734 3/3/94
11-612MX	Window Pro (Int. CI 21)	Registered	192600	468454 3/3/94
12-544MX	Sticky Critter (Int. CI 21)	Registered	192601	468884 3/3/94
12-595MX	Webster (Int. CI 21)	Registered	192602	466455 3/3/94
9-228MX	Sunshine & Design (CL 21)	Registered	196825	468826 4/21/94
12-544TW	Sticky Critter (CL 45)	Registered	81/04236	581686 1/28/92
12-593TW	Pik Up Stik	Registered	81-04237	581687 1/28/92

**Borrower has no obligation to maintain Foreign Trademarks.**

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## TRADEMARKS

Owner	Serial No.	Trademark Name:	Filing Status.	Date/Gazette	Registration Date/Number	Description	Status
Sunshine Industries, Inc.	75-896990	Wow what A Cloth!	1/14/00 Pending			Trademark name in stylized letters	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-732237	Washy One	6/18/99 Allowed			Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-702455	Dirt Be Gone	May 11, 1999 Allowed			Trademark name in stylized letters	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-583987	Hands On	1/16/98 Pending/ Suspended			Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-516116	Dirt Be Gone	7/9/98 Published			Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-466168	Pure Pleasure	4/10/98 Pending (4/20/00)			Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-414748	Neon Brites	1/7/98 Registered		3/28/00 23366036	Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-414749	Thirstin'	1/7/98 Registered		3/28/00 2336604	Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-401360	Tubster	12/8/97 Registered		8/10/99 2269817	Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-401361	Window Whoosher	12/8/97 Registered		5/2/00 2347550	Words only	Active

TRADEMARK

REEL: 002114 FRAME: 0827



Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-401366	Auto Stop	12/8/97 Allowed		Words and Design	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10/99	75-260658	Steppin' Clean	3/20/97 Registered	1/12/99 2217774	Stylized letters	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10	75-112875	Big Jon	6/3/96 Registered	3/25/97 2047918	Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10	75-114328	Kitchen Cousins	6/3/96 Registered	9/2/97 2092875	Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10	75-080194	Action Fiber	3/28/96 Registered	10/26/99 2289168	Words only	Active
Sunshine Industries, Inc. Assigned to Key Bank 12/10	75-072472	Cleanin' Buddy	3/14/96 Registered	6/30/98 2170011	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	75-039319	Xtend-A-Saurus	12/26/95 Registered	8/12/97 2088290	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	75-012738	Kango	10/31/95 Registered	9/10/96 2000053	Words and Design	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-710503	Mighty Tough	8/3/95 Registered	9/30/97 2101943	Words and Design	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-671259	Yard Ware	5/8/95 Allowed		Words and Design	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-670251	Dust Runner Pkg.	5/5/95 Registered	3/26/96 1964215	Design only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-670253	Hedda Feather Pkg.	5/5/95 Registered	3/26/96 1964216	Design only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-670254	Shoe Buddie Pkg.	5/5/95 Registered	4/23/96 1969885	Design only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-670272	Hedda Feathers	5/5/95 Registered	4/30/96 1971304	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-618531	Deco Sweep	1/8/95 Registered	5/6/97 2059738	Words only	Active
Sunshine Industries, Inc.	74-604564	Kango	11/30/94	11/19/96	Words and Design	Active

TRADEMARK

Assignee: Key Bank 12/10/99			Registered	2016832		
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-567904	Harmark	8/31/94 Registered	8/19/97 2089525	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-560710	Caddy Critters	8/12/94 Registered	9/19/95 1919807	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-559469	Professor Fluffn Dust	8/11/94 Registered	8/27/96 1997460	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-559497	Kango	8/11/94 Registered	5/6/97 2059655	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-559701	Shoe Buddies	8/11/94 Registered	8/27/96 1997461	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-559703	Deco Caddies	8/11/94 Registered	8/27/96 1997462	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-559704	Dust Runner	8/11/94 Registered	9/3/96 1998661	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-425177	Pleasure Puff	8/16/93 Registered	7/19/94 1845648	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-425794	Mighty Tough	8/16/93 Registered	5/14/96 1973927	Words and Design	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-405631	Rub A Tub	6/25/93 Registered	3/14/95 1884309	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-373635	Dustin Pkg.	3/26/93 Registered	9/27/94 1855791	Design only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-366945	Woolinda	3/11/93 Registered	11/22/94 1864298	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-357611	Webster	2/10/93 Registered	4/12/94 1830388	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-357612	Webster Pkg.	2/10/93 Registered	10/5/93 1796411	Design only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-357729	Pollyduster Pkg.	2/10/93 Registered	12/7/93 1809229	Design only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-357730	Wanda Wooly Pkg.	2/10/93 Registered	11/16/93 1804529	Design only	Active

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Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-357751	Mop Topus	2/10/93 Registered	1/1/16/93 1804530	Design only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-357109	Cleaning Character With	2/10/93 Registered	9/6/94 1853106	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-357110	The Sunshine Team	2/09/93 Registered	8/16/94 1850348	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-348079	Dustin	1/13/93 Registered	6/21/94 1841363	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-345628	Roundabout	12/30/92 Registered	6/21/94 1841362	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-342549	Sticky Critter	12/22/92 Registered	8/17/93 1788207	Words only	Active
Sunshine Industries, Inc.	74-230477	Pik Up Stik	12/16/91 Registered	9/29/92 1720349	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-230481	Dust Puff	12/16/91 Registered	3/2/93 1755382	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-217025	Roll It Away	10/30/91 Registered	10/12/93 1798721	Words only	Active
Sunshine Industries, Inc.	74-174303	Clean N Wring	6/10/91 Registered	5/4/93 1769340	Stylized letters	Active
Sunshine Industries, Inc.	74-079577	Dazzle	7/19/90 Registered	1/21/92 1673019	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	74-044454	Window Pro	4/2/90 Registered	9/10/91 1656845	Words only	Active
Sunshine Industries, Inc. Assignee: M.B. Walton 1/98 Assignee: Freudenberg 1/98	74-035855	The Classic	3/8/90 Registered	6/18/91 1648543	Words Only	Active
Sunshine Industries, Inc.	74-036024	Fannie	3/8/90 Registered	7/23/91 1651946	Words and Design	Active
Sunshine Industries, Inc.	74-003920	Geri Raff	11/20/89 Registered	6/26/90 1603816	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	73-784202	Neat-N-Easy	3/2/89 Renewed	1/6/90 1577811	Words and Design	Active

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Sunshine Industries, Inc.	73-724289	Mop-Topus	4/25/88 Registered	11/8/88 1511832	Words only	Active
Sunshine Industries, Inc.	73-724664	Mary Had A Little Lamb ... Duster	4/25/88 Registered	11/8/88 1511837	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	73-640097	Wanda Woolly	1/16/87 Registered	4/5/88 1483488	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	73-593106	Webster	4/14/86 Registered	1/13/87 1424875	Words and Design	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	73-575393	Polyduster	12/27/85 Registered	2/18/87 1428416	Words and Design	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	73-088247	Sunshine	5/24/76 Renewed	12/6/77 1078951	Words and Design	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	73-041290	Twist-N-Dry	1/9/75 Renewed	12/28/76 1055339	Words only	Active
Sunshine Industries, Inc.	72-268438	Lectra Sweep	4/5/67 Renewed	10/1/68 857901	Words and Design	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	72-211007	Sunshine	2/1/65 Renewed	2/15/66 803862	Words only	Active
Sunshine Industries, Inc. Assignee: Key Bank 12/10/99	72-201760	Soft Sweep	9/11/64 Renewed	5/25/65 789990	Words only	Active
Sunshine Industries, Inc.	00378935	Webster	4/15/86 Renewed	4/15/86 58192 (Illinois trademark)	Words and Design	Active
Sunshine Industries, Inc.	00378936	Webster	4/15/86 Renewed	4/15/86 58191 (Illinois trademark)	Words only	Active
Sunshine Industries, Inc.	00410551	Webster	5/2/86 Renewed	5/2/86 38325 (Massachusetts)	Stylized letters	Active
Sunshine Industries, Inc.	00410553	Webster	5/2/86 Renewed	5/2/86 38324 (Massachusetts)	Words only	Active
Sunshine Industries, Inc.	00185488	Soft Sweep	2/24/86 Registered	2/24/86 (Ohio trademark)	Words only	Active
Sunshine Industries, Inc.	00378934	Webster	11/28/84 Renewed	11/28/84 10720 (Ohio trademark)	Words only	Active

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