

04-06-2001

ER SHEET
VLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

101657798

To the Honorable Commissioner:

the attached original documents or copy thereof.

1. Name of conveying party(ies):

TURTLE WAY, INC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: MARCH 21, 2001

2. Name and address of receiving party(ies)

Name: HARRIS TRUST AND SAVINGS BANK

Internal Address: _____

Street Address: 111 WEST MONROE STREET

City: CHICAGO State: IL ZIP: 60603

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

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)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

SEE SCHEDULE A

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: _____

Internal Address: _____

**RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW**

Street Address: SUITE 101
WASHINGTON DC 20004

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 4065.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

04/06/2001 BTOM11 00000138 1688653

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 4025.00 DP

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.

AUDREA SERDIUK
Name of Person Signing

Audrea Serdiuk
Signature

3/21/01
Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

REEL: 002270 FRAME: 0706

**SCHEDULE A
TO TRADEMARK COLLATERAL SECURITY AGREEMENT**

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION REG. NO.</u>	<u>DATE</u>
2001	1688653	26-May-1992
2001	1969429	23-Apr-1996
ANGEL RINSE	767297	24-Mar-1964
ANGEL RINSE	2104175	07-Oct-1997
BLACK & WHITE	1559503	10-Oct-1989
BLACK CHROME	1353558	13-Aug-1985
BRILLIANT	853457	30-Jul-1968
CAR POLISH OF THE FUTURE TODAY	1794606	28-Sep-1993
CD-2	2,293,648	16-Nov-1999
CD-2	1625494	04-Dec-1990
CD-2 POWER BACK	1977321	28-May-1996
CITRUS PLUS	1936873	21-Nov-1995
CITRUS PREP	2,325,018	29-Feb-2000
CLEAN MACHINE	1531538	28-Mar-1989
CLEAN MACHINE	1648538	18-Jun-1991
CLEAN MACHINE	983058	30-Apr-1974
CLEAN MACHINE	2173976	14-Jul-1998
CLEAR COAT	1402626	22-Jul-1986
CLEAR COAT	1402626	22-Jul-1986
CLEAR COAT	1467883	08-Dec-1987
CLEAR GUARD	1350219	23-Jul-1985
CLEAR VUE PROFESSIONAL	2191084	22-Sep-1998

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION REG. NO.</u>	<u>DATE</u>
CLOSURE CAP FOR A CONTAINER	225620	26-Dec-1972
COLOR BACK	767296	24-Mar-1964
COLOR BACK	1227983	22-Feb-1983
COLOR MAGIC	1805702	23-Nov-1993
CRYSTAL POLYMER	1924980	10-Oct-1995
CXD-10,000	1300109	16-Oct-1984
DEALER CERTIFIED & Design	2,363,101	27-Jun-2000
EMISSION CURE	1709062	18-Aug-1992
ENGINE DETAILER	2,386,176	12-Sep-2000
EXCALIBUR	886968	03-Mar-1970
EXCALIBUR DESIGN	2139785	24-Feb-1998
EXTRA HARD SHELL	1275687	01-May-1984
FINISH 2001	2075919	01-Jul-1997
FINISH 2001	2021543	10-Dec-1996
FLEX PAK	1839819	14-Jun-1994
FOAM & SHINE	1926226	10-Oct-1995
FOAM & SHINE	1,212,889	19-Oct-1982
FORMULA 2001	1762337	06-Apr-1993
FORMULA 2001 RAPID SHINE	2116969	25-Nov-1997
FOUR-LEGGED TURTLE DES. (LE	1856289	27-Sep-1994
FOUR-LEGGED TURTLE DES. (LE	767356	31-Mar-1964
FUEL INJECTOR OVERHAUL	1409071	16-Sep-1986
GRIME AWAY	1926227	10-Oct-1995
GRIME AWAY	1277702	15-May-1984
HANDLE FOR AN APPLICATOR	233879	10-Dec-1974

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION REG. NO.</u>	<u>DATE</u>
HARD SHELL	1277674	15-May-1984
HARD SHELL FINISH	768063	14-Apr-1964
HI-REV	363189	13-Dec-1938
HI-REV	363189	13-Dec-1938
HYPER CONCENTRATE	1858098	11-Oct-1994
INSTADRY	2120607	09-Dec-1997
LIQUID CRYSTAL	1311884	01-Jan-1985
LIQUID CRYSTAL	1676297	18-Feb-1992
LIQUID CRYSTAL (DESIGN)	1667122	03-Dec-1991
LIQUID CRYSTAL (STYLIZED)	1917126	05-Sep-1995
LUBRICATOR 2001	2072532	17-Jun-1997
MINUTE CLEAN	1304572	13-Nov-1984
MINUTE DE-ICER	1480335	15-Mar-1988
MINUTE WAX	1281171	12-Jun-1984
MIRACLE TOWEL	2,407,312	21-Nov-2000
MINUTE WAXER	1400851	15-Jul-1986
MISC. DES. (Bottle Des.)	1791089	31-Aug-1993
P.D.Q.	794919	24-Aug-1965
PDQ	1403665	05-Aug-1986
PENNY	707357	22-Nov-1960
PENNY SHOE SHINE	822627	24-Jan-1967
POLYSHELL	1812636	21-Dec-1993
POLYSHELL TRIPLE SHINE	2167693	23-Jun-1998
POWER BRITE	1258150	22-Nov-1983
POWER OUT!	2,363,103	27-Jun-2000
POWER PREP	1341906	18-Jun-1985
POWER WAND	1389627	15-Apr-1986

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION REG. NO.</u>	<u>DATE</u>
POWER WHITE	1246779	02-Aug-1983
POWR-OUT	1352350	06-Aug-1985
PURPLE MUSCLE	2,261,492	13-Jul-1999
QUIK MAGIC	2120584	09-Dec-1997
REPEL	1399081	01-Jul-1986
RUST EATER	923594	09-Nov-1971
SAFE-T-SPARE	2242071	27-Apr-1999
SCRATCH GUARD	1466124	24-Nov-1987
SCUFF PLUS	1400848	15-Jul-1986
SEALER WAX	1090546	02-May-1978
SHINING ARMOR	614654	25-Oct-1955
SHOP SERIES	2,275,040	31-Aug-1999
SILVER CHROME	1315268	22-Jan-1985
SLICK STUFF	2,360,214	20-Jun-2000
SPEEDY TURTLE	748603	30-Apr-1963
SQUEEK NO MORE	768892	28-Apr-1964
SUDDEN SHINE	2041362	25-Feb-1997
SUN-STOP	715248	16-May-1961
SUPER HARD SHELL	859514	05-Nov-1968
SUPER POLYSHELL	2,365,174	04-Jul-2000
SUPER SEAL	1302155	23-Oct-1984
SUREFIRE	795704	07-Sep-1965
SUREFIRE	795394	07-Sep-1965
SUREFIRE (DESIGN)	661828	20-May-1958
T.W. HARDSHELL	2102775	07-Oct-1997
THE WAX SHOP	2,360,213	20-Jun-2000

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION REG. NO.</u>	<u>DATE</u>
THE WAX SHOP & DESIGN	1265937	31-Jan-1984
THE WAX SHOP & DESIGN	1254241	18-Oct-1983
TIRE WAX	2,401,070	31-Oct-2000
TOP SHINE	1940806	12-Dec-1995
TRANS-AID	1217174	23-Nov-1982
TRIPLE FOAM	2,414,830	19-Dec-2000
TURTLE (FACING RIGHT) DESIGN	1909335	01-Aug-1995
TURTLE (FACING RIGHT) DESIGN	1717107	15-Sep-1992
TURTLE (FACING RIGHT) DESIGN	1308563	11-Dec-1984
TURTLE (FACING RIGHT) DESIGN	1609361	07-Aug-1990
TURTLE (FACING RIGHT) DESIGN	1373806	03-Dec-1985
TURTLE DESIGN IN HOUSE	1444753	30-Jun-1987
TURTLE DESIGN ON WHEELS	1267578	21-Feb-1984
TURTLE FIGURE	1248762	23-Aug-1983
TURTLE OIL	789550	18-May-1965
TURTLE ON WHEELS STANDING	1967557	16-Apr-1996
TURTLE WAX	1426155	27-Jan-1987
TURTLE WAX	1265464	31-Jan-1984
TURTLE WAX	1311872	01-Jan-1985
TURTLE WAX	766139	10-Mar-1964
TURTLE WAX	1373807	03-Dec-1985
TURTLE WAX	1726591	20-Oct-1992
TURTLE WAX	1439195	12-May-1987
TURTLE WAX	1606747	17-Jul-1990
TURTLE WAX	1623116	13-Nov-1990
TURTLE WAX	1641355	16-Apr-1991
TURTLE WAX & Design	2,363,102	27-Jun-2000

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION REG. NO.</u>	<u>DATE</u>
TURTLE WAX WET'N BLACK	2,317,055	08-Feb-2000
ULTRA WASH'N WAX	2170177	30-Jun-1998
VISION	2,249,823	01-Jun-1999
WE'RE MORE THAN JUST A CAR	1834041	03-May-1994
WHEEL BRITE (DESIGN)	1641005	16-Apr-1991
WHEELBRITE	1337488	28-May-1985
YOUR CAR DESERVES TURTLE	1450272	04-Aug-1987
ZIP	707356	22-Nov-1960
ZIP WAX	838164	07-Nov-1967

<u>PENDING U.S. TRADEMARK APPLICATIONS</u>	<u>APPLICATION OR FILING NO.</u>	<u>FILING DATE</u>
3001	76/194445	16-Jan-2001
BIG ORANGE	76/052585	19-May-2000
BRAKE DUST BUSTER	75/906537	31-Jan-2000
BUG JUICE	75/547741	03-Sep-1998
CHIPSTIK	76/094175	20-Jul-2000
CLEAR ROAD	75/854851	18-May-1998
COLOR CURE	76/083088	05-Jul-2000
EMERALD SERIES	75/327992	21-Jul-1997
EXPRESS SHINE	75/307,793	12-Jun-1997
EXTREME SERIES	76/200198	25-Jan-2001
FOG PROOF	75/776,987	16-Aug-1999
FRESH SHINE	76/062996	19-May-2000
INSIDE JOB	75/776519	12-Aug-1999
INTERIOR 1	75/723756	08-Jun-1999

<u>PENDING U.S. TRADEMARK APPLICATIONS</u>	<u>APPLICATION OR FILING NO.</u>	<u>FILING DATE</u>
LIQUID FIRE	76/031175	19-Apr-2000
MPG	76/088293	12-Jul-2000
ODOR X	75/530481	04-Aug-1998
PT-AUTOMATED VEHICLE WASHI	08/296775	26-Aug-1994
RAIN PROOF	75/776985	16-Aug-1999
ROCKET FUEL	75/719839	03-Jun-1999
SUREFIRE	75/014548	03-Nov-1995
TRILICONE	75/776986	16-Aug-1999
TRY IT ONCE, USE IT FOREVER	75/900779	20-Jan-2000
TURTLE GUARD	75/719841	03-Jun-1999
TURTLE WAX EXTREME CLEANE	75/804083	21-Sep-1999
XL-17	75/004640	12-Oct-1995

TRADEMARK COLLATERAL SECURITY AGREEMENT

This 21st day of March, 2001, Turtle Wax, Inc., an Illinois corporation ("*Pledgor*") with its principal place of business and mailing address at 5655 West 73rd Street, Chicago, Illinois 60638-6211, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 ("*Harris*"), acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement described below (Harris acting as such agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

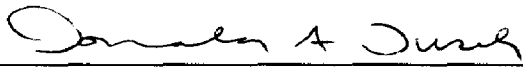
to secure performance of all Obligations as defined in that certain Security Agreement Re: Intellectual Property bearing even date herewith between Pledgor, certain other parties and the Agent (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any of the Collateral, but rather, shall operate only to create a security interest for collateral purposes in favor of Agent for the benefit of the Secured Creditors, on the Collateral as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

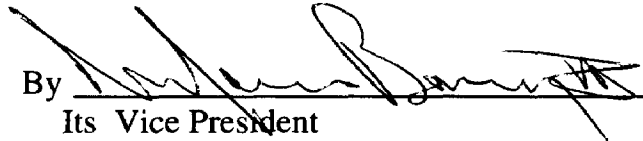
All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Pledgor and the Agent have caused this Trademark Collateral Security Agreement to be duly executed as of the date and year first above written.

TURTLE WAX, INC.

By 
Donald A. Tusek
Its Treasurer

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Its Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald A. Tusek, Treasurer, of Turtle Wax, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Treasurer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

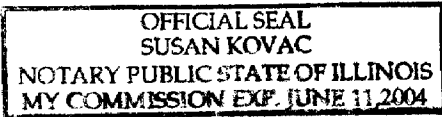
Given under my hand and notarial seal, this 21st day March, 2001.

(NOTARIAL SEAL)

Susan Kovac
Notary Public

My Commission Expires:

Susan Kovac
(Type or Print Name)



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that M. James Barry, III, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of March, 2001.

(NOTARIAL SEAL)

Susan Kovac
Notary Public

My Commission Expires:

Susan Kovac
(Type or Print Name)

