

04-12-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 03/12/2002) Tab settings



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ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Perio, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Bank One, N.A. Internal Address: Street Address: 100 East Broad Street City: Columbus State: OH Zip: 43271 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other national banking association 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

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: January 21, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/121,813; 76/121,812 B. Trademark Registration No.(s) 0135022; 0192064; 0712264; 0725452; 0770078 0770499; 0833787; 0880602; 1956686 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Marie A. Malloy, Esq. Internal Address: Schottenstein, Zox & Dunn Co., L.P.A. Street Address: 41 South High Street Suite 2600 City: Columbus State: OH Zip: 43215

6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 3.41): \$ 290.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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 J. Murray, Resident Name of Person Signing Signature Date January 21, 2002

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/11/2002 DDYRNE 00000063 76121813 01 FC:481 02 FC:482 40.00 OP 250.00 OP

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Perio, Inc., a corporation formed under the laws of Ohio, located at 6156 Wilcox Road, Dublin, Ohio 43016 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

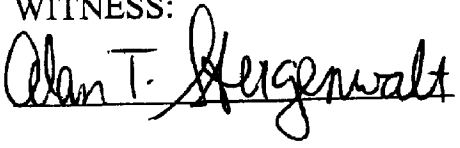
WHEREAS, (i) Borrower is obligated to Bank One, N. A. ("Bank") pursuant to a certain Revolving Credit and Term Loan Agreement, dated August 24, 2001, and (ii) Borrower is obligated to Bank pursuant to a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Bank (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and


WHEREAS, pursuant to the Agreements, Borrower is granting to Bank a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

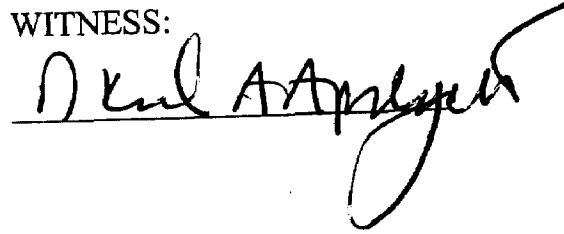
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby collaterally assign unto Bank and grant to Bank a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

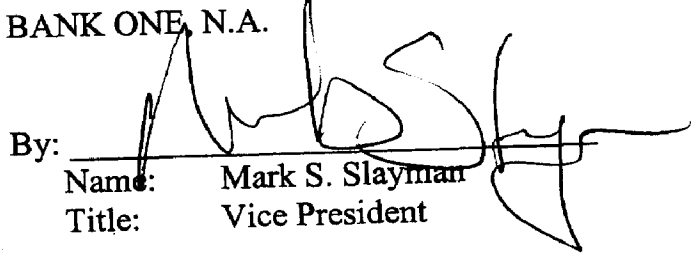
Borrower expressly acknowledges and affirms that the rights and remedies of Bank with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated Effective: Columbus, Ohio
January 4, 2002

WITNESS:


PERIO, INC.
By: 
Name: Thomas J. Murray
Title: President


WITNESS:


BANK ONE, N.A.
By: 
Name: Mark S. Slayman
Title: Vice President

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

ss:

On the 21 day of January, 2002, before me personally came Thomas J. Murray to me known, who being by me duly sworn, did depose and say he is the President of Perio, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public
My Commission Expires:

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

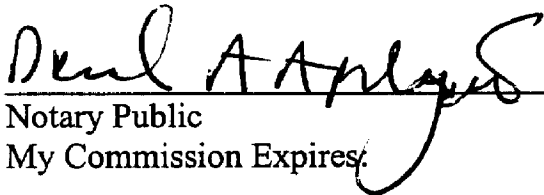
JOHN I. CADWALLADER
Notary Public, State of Ohio
My commission has no expiration date

ss:

Before me, the undersigned, on this 13th day of March, 2002, personally appeared Mark S. Slayman, to me known personally, and who being by me duly sworn, deposes and says that he is the Vice President of Bank One, N.A., and that he was authorized to sign her/his name thereto.



DAVID A. APPLGATE
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JAN. 6, 2003



Notary Public
My Commission Expires:

SCHEDULE A

<u>Mark</u>	<u>Registration Number</u>
BARBASOL & Design	0135022
BARBASOL & Design	0192064
BARBASOL	0712264
BARBASOL & Design	0725452
BARBASOL CARTON DESIGN	0770078
BARBASOL CARTON DESIGN	0770499
BEARD BUSTER	0833787
BARBASOL CARTON	0880602
PURE SILK	1956686

<u>Mark</u>	<u>Application Number</u>
HERS	76/121,813
	76/121,812