

03-25-2003

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

3-25-03

Tab settings

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

1. Name of conveying party(ies):

Turtle Wax, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
[X] Security Agreement Change of Name
Other

Execution Date: March 21, 2003

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State Illinois banking
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 attached hereto

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached? Yes No

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

Name:

Internal Address:

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street

City: State: ZIP:

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41): \$ 640.00

- 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.

Andrea Serdiuk, Paralegal

Name of Person Signing

Signature

March 21, 2003

Date

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

7

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

03/26/2003 610N11 00000055 2443115

01 FC:8521
02 FC:8522

40.00 DP
600.00 DP

TRADEMARK
REEL: 002698 FRAME: 0808

**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>
BUG JUICE	2,443,115	April 10, 2001
CHIPSTIK	2,543,574	February 26, 2002
EXTREME SERIES	2,580,226	June 11, 2002
FOG PROOF	2,458,774	June 5, 2001
FRESH SHINE	2,598,908	July 23, 2002
INSIDE JOB	2,562,241	April 16, 2002
INTERIOR 1	2,434,208	March 6, 2001
LIQUID FIRE	2,545,259	March 5, 2002
ROCKET FUEL	2,502,639	October 30, 2001
TRILICONE	2,598,521	July 23, 2002
TURTLE GUARD	2,502,640	October 30, 2001
TURTLE WAX EXTREME CLEANER	2,472,286	July 24, 2001

<u>PENDING U.S. TRADEMARK APPLICATIONS</u>	<u>APPLICATION OR FILING NO.</u>	<u>FILING DATE</u>
2001	78/139343	June 27, 2002
ADRENALINE	78/150708	August 5, 2002
COLOR CURE & DESIGN	76/348579	March 20, 2002
DURA BLACK	76/406360	May 13, 2002

<u>PENDING U.S. TRADEMARK APPLICATIONS</u>	<u>APPLICATION OR FILING NO.</u>	<u>FILING DATE</u>
FLASH FOAM	76/377211	February 12, 2002
JET WASH	78/152432	August 8, 2002
JET WAX	78/152422	August 8, 2002
OFF STREET LEGAL	78/150898	August 5, 2002
RAPID DRY	76/360960	January 22, 2002
STREET LEGAL	78/150880	August 5, 2002
TURTLE (FACING RIGHT DESIGN)(Cl. 27)	78/175691	October 17, 2002
TURTLE (FACING RIGHT DESIGN)(Cl. 5)	78/175669	October 17, 2002
TURTLE WAX (Cl. 5)	78/175696	October 17, 2002

TRADEMARK COLLATERAL SECURITY AGREEMENT

This 21st day of March, 2003, 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;

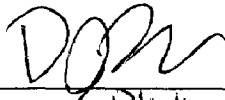
to secure performance of all Obligations as defined in that certain Security Agreement Re: Intellectual Property dated as of March 21, 2001 between Pledgor, certain other parties and the Agent, as the same may from time to time be modified, amended or restated (the "*Security Agreement*"). Notwithstanding 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.

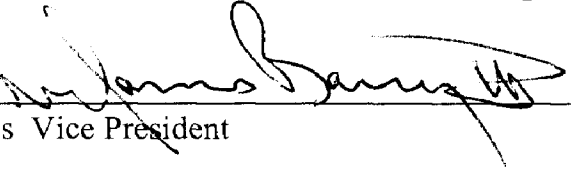
All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

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 
Name Phillip S. Zadan
Its VP General Counsel

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Its Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Pamela T. Kundrotas, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Philip J. Zadeik 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 Vice President and General Counsel, 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, 18th day of March, 2003



Pamela T. Kundrotas
Notary Public

PAMELA T. KUNDROTAS
(Type or Print Name)


My Commission Expires: December 7, 2005

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Nancy A. Zarazua, 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, 2003.

(NOTARIAL SEAL)



Nancy A. Zarazua, Notary Public

My Commission Expires:

