

04-09-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102413196

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): Technical Concepts, LLC
4-4-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Liberty Partners Lenders, L.L.C.
Internal Address: as lender
Street Address: 1370 Avenue of the Americas
City: New York State: NY Zip: 10019
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Delaware limited liability company
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
Security Agreement Change of Name
Other Senior Conditional Assignment and Security Interest in Trademarks
Execution Date: February 4, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) see attached sheet
B. Trademark Registration No.(s) see attached sheet
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Krista L. Nunemaker, Esq.
Internal Address: KIRKLAND & ELLIS
Street Address: 200 East Randolph Drive
City: Chicago State: Illinois Zip: 60601

6. Total number of applications and registrations involved: 23
7. Total fee (37 CFR 3.41) \$ 590.00
Enclosed
Authorized to be charged to deposit account any payment or credit
8. Deposit account number: 22-0440
(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.
Krista L. Nunemaker
Name of Person Signing Signature Date 4-4-03
Total number of pages including cover sheet, attachments, and document: 13

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

34128-57-B

04/08/2003 ECDOPER 00000152 76445155

01 FC:8521
02 FC:8522

40.00 OP
550.00 OP

TRADEMARK REEL: 002708 FRAME: 0118

Continuation of Block 2

American Capital Strategies, Ltd., as lender
2 Bethesda Metro Center
Bethesda, Maryland 20814
a Delaware limited company

American Capital Financial Services, Inc., as agent
2 Bethesda Metro Center
Bethesda, Maryland 20814
a Delaware corporation

Continuation of Block 4A

76/445155
76/282355
76/282354

Continuation of Block 4B

2072589	2613279
1933732	2491478
2179776	2493529
1663927	2493658
1590444	2598389
2623124	2309182
2572399	2255033
2468017	2187729
2471699	2196543
2645130	2118525

TECHNICAL CONCEPTS, LLC

**SENIOR CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARKS**

THIS SENIOR CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARKS ("Senior Trademark Conditional Assignment"), dated as of February 4 2003, made by Technical Concepts, LLC, a Delaware limited liability company ("Borrower"), in favor of Liberty Partners Lenders, L.L.C. and American Capital Strategies, Ltd. (together the "Lenders") and American Capital Financial Services, Inc. as collateral agent ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that Senior Loan Agreement of even date herewith entered into by Borrower and Lenders (as amended from time to time, the "Senior Loan Agreement"), Lenders have agreed to make certain loans and other financial accommodations to Borrower;

WHEREAS, in connection with the Senior Loan Agreement, Borrower has executed and delivered to Lenders both a Senior Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Senior Security Agreement") and a Senior Conditional Assignment of Intellectual Property and Security Agreement of even date herewith (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Senior Conditional Assignment of Intellectual Property");

WHEREAS, as a condition precedent to the making of the loans under the Senior Loan Agreement, Borrower is required to execute and deliver this Senior Trademark Conditional Assignment;

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Senior Trademark Conditional Assignment; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make loans and other financial accommodations pursuant to the Senior Loan Agreement, Borrower agrees, for the benefit of Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Senior Trademark Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Senior Loan Agreement, Senior Security Agreement or the Senior Conditional Assignment of Intellectual Property (collectively, the "Senior Finance Documents").

SECTION 2. Grant of Security Interest and Conditional Assignment. As security for the full and timely payment, observance and performance of the Secured Obligations, Borrower hereby grants to Agent for the benefit of Lenders a continuing security interest in and a right of setoff against, and effective upon demand upon the occurrence of an Event of Default, assigns, transfers and conveys to Agent for the benefit of Lenders, all of Borrower's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto).

SECTION 3. Purpose. This Senior Trademark Conditional Assignment has been executed and delivered by Borrower for the purpose of registering with the United States Patent and Trademark Office the grant of a security interest and conditional assignment herein, and in the Senior Security Agreement and the Senior Conditional Assignment of Intellectual Property. The security interest and conditional assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest and conditional assignment granted to Lenders under the Senior Security Agreement and under the Senior Conditional Assignment of Intellectual Property with respect to the Intellectual Property Collateral. The Senior Security Agreement and the Senior Conditional Assignment of Intellectual Property (and all rights and remedies of Lenders thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of Agent for the benefit of Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Senior Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 5. Filing this Senior Trademark Conditional Assignment. The party that files this Senior Trademark Conditional Assignment with the U.S. Patent and Trademark Office ("PTO") shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security agreement; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

SECTION 6. Counterparts. This Senior Trademark Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Senior Trademark Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TECHNICAL CONCEPTS, LLC

By: 
Its: Vice President

Address: 1301 Allanson Road
Mundelein, IL 60060

Attention: President
Telecopy: _____

LIBERTY PARTNERS LENDERS, L.L.C.


By: Liberty Partners, L.P.
Its: Manager

By: PEB Associates, Inc.
Its: General Partner

By: 
Its: VP

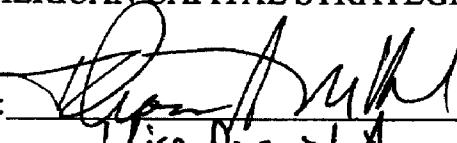
Address:
c/o Liberty Capital Partners, Inc.
1370 Avenue of the Americas, 34th Floor
New York, New York 10019
Attention: Yvonne Marsh
Telecopy: (212) 649-6076

AMERICAN CAPITAL FINANCIAL SERVICES,
INC.

By: 
Its: Vice President

Address:
2 Bethesda Metro Center
Bethesda, Maryland 20814
Attn: Compliance Officer
Telecopy: (301) 654-6714

AMERICAN CAPITAL STRATEGIES, LTD.

By: 
Its: Vice President

Address:
2 Bethesda Metro Center
Bethesda, Maryland 20814
Attn: Compliance Officer
Telecopy: (301) 654-6714

TRADEMARKS

A. U.S. Federal Registrations and Registration Applications

<i>MARK (LOGO)</i>	<i>OWNER</i>	<i>REG. NO.</i>	<i>REG. DATE</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>COMMENTS/ STATUS</i>
AUTO FLUSH	Technical Concepts, LP	N/A	N/A	76/445,155	08/29/2002	Pending
AUTO FAUCET	Technical Concepts, LP	2,572,399	05/21/2002	76/295,877	08/06/2001	Registered – (Supplemental Register)
SOAP WORKS	Technical Concepts, LP	N/A	N/A	76/282,355	07/10/2001	Pending
SOAP WORKS	Technical Concepts, LP	N/A	N/A	76/282,354	07/10/2001	Pending
TC	Technical Concepts, LP	2,468,017	07/10/2001	76/103,877	08/04/2000	Registered
TC	Technical Concepts, LP	2,471,699	07/24/2001	76/103,527	08/04/2000	Registered
TC and Design	Technical Concepts, LP	2,645,130	11/05/2002	76/093,429	07/20/2000	Registered
TC	Technical Concepts, LP	2,613,279	08/27/2002	76/093,154	07/20/2000	Registered
ONESHOT and Design	Technical Concepts, LP	2,491,478	09/18/2001	75/922,332	02/17/2000	Registered
ONESHOT and Design	Technical Concepts, LP	2,493,529	09/25/2001	75/922,029	02/17/2000	Registered
AUTOSOAP	Technical Concepts, LP	2,493,658	09/25/2001	75/856,176	11/23/1999	Registered – (Supplemental Register)
MICROBURST	Technical Concepts, LP	2,598,389	07/23/2002	75/649,263	02/26/1999	Registered
AUTOACCESS	Technical Concepts, LP	2,309,182	01/18/2000	75/597,959	12/02/1998	Registered
HYQ (Stylized)	Technical Concepts, LP	2,255,033	06/22/1999	75/387,976	11/10/1997	Registered
AUTO CLEAN	Technical Concepts, LP	2,187,729	09/08/1998	75/348,605	08/28/1997	Registered

<i>MARK (LOGO)</i>	<i>OWNER</i>	<i>REG. NO.</i>	<i>REG. DATE</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>COMMENTS/ STATUS</i>
MICROTRANS	Technical Concepts, LP	2,196,543	10/13/1998	75/244,973	02/20/1997	Registered
AUTO FLUSH	Technical Concepts, LP	2,118,525	12/02/1997	74/731,177	09/19/1995	Registered - (Supplemental Register)
PURINEL	Technical Concepts, Inc.	2,072,589	06/17/1997	74/727,336	09/11/1995	Registered
BIOFLUSH	Technical Concepts, LP	1,933,732	11/07/1995	74/425,922	08/16/1993	Registered
ESPRIT	Technical Concepts, LP	2,179,776	08/11/1998	74/235,707	01/07/1992	Registered
SWAK	Technical Concepts, Inc.	1,663,927	11/12/1991	74/111,179	10/30/1990	Registered
NEUTRALLE	Technical Concepts, Inc.	1,590,444	04/10/1990	73/725,543	04/29/1988	Registered
SOAP STATION	Technical Concepts, LP	2,623,124	09/24/2002	76/093,436	07/20/2000	Registered

B. Foreign Registrations and Registration Applications

<i>MARK (LOGO)</i>	<i>OWNER</i>	<i>COUNTRY</i>	<i>REG. NO.</i>	<i>REG. DATE</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>COMMENTS/ STATUS</i>
TC Logo	Technical Concepts, LP	Brazil	N/A	N/A	823,358,380	06/20/2001	Pending
TC Logo	Technical Concepts, LP	Brazil	N/A	N/A	823,358,399	06/20/2001	Pending
TC	Technical Concepts, LP	Canada	TMA566050	12/20/2002	107276800	08/29/2000	Registered
NEUTRALLE	Technical Concepts, Inc.	Canada	TMA440396	03/17/1995	064471400	11/14/1989	Registered

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NEUTRALLE	Technical Concepts, Inc.	Canada	TMA373250	09/14/1990	060947700	06/20/1988	Registered
NEUTRALLE	Technical Concepts International, Ltd.	Austria	143490	08/17/1992	160492	04/01/1992	Registered
NEUTRALLE	Technical Concepts, Inc.	Benelux	556082	N/A	831704	08/05/1994	Registered
NEUTRALLE	Technical Concepts, Inc.	Benelux	482764	N/A	736975	11/09/1989	Registered
MISCELLANEOUS DESIGN	Technical Concepts, LP	Benelux	547653	N/A	802461	08/27/1993	Registered
NEUTRALLE	Technical Concepts, Inc.	France	1568084	N/A	RENN4046	11/07/1989	Registered
NEUTRALLE	Technical Concepts, Inc.	Germany	1180046	08/08/1991	T296915WZ	11/17/1989	Registered
NEUTRALLE	Technical Concepts, Inc.	Italy	N/A	N/A	9198 99 MI	09/14/1999	Pending
NEUTRALLE	Technical Concepts International, Ltd.	Norway	174278	06/20/1996	19921953	04/10/1992	Registered
NEUTRALLE	Technical Concepts, Inc.	Spain	1535628M0	12/03/1992	1535628M0	12/05/1989	Registered
NEUTRALLE	Technical Concepts, Inc.	Spain	1535626M4	05/05/1993	1535626M4	12/05/1989	Registered
NEUTRALLE	Technical Concepts International, Ltd.	Sweden	266370	10/13/1995	9202768	03/20/1992	Registered

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NEUTRALLE	Technical Concepts, Inc.	United Kingdom	2162191	11/12/1999	2162191	03/26/1998	Registered
NEUTRALLE	Technical Concepts, Inc.	United Kingdom	1406214	10/14/1994	1406214	11/06/1989	Registered
ONESHOT	Technical Concepts International, Ltd.	European Community	N/A	N/A	2928869	11/12/2002	Pending
MISC.-LANEIOUS DESIGN	Technical Concepts, LP	European Community	N/A	N/A	2685733	04/30/2002	Pending
MISC.-LANEIOUS DESIGN	Technical Concepts International, Ltd.	European Community	N/A	N/A	2287431	07/04/2001	Pending
MISCELLA-NEOUS (Configuration Design of Pulse II Dispenser)	Technical Concepts, LP	China	N/A	N/A	N/A	04/26/2002	Pending
TC	Technical Concepts, LP	European Community	1772185	10/24/2001	1772185	07/13/2000	Registered
HYQ	Technical Concepts, LP	European Community	N/A	N/A	553800	05/30/1997	Pending
HYQ	Technical Concepts, LP	Korea	433709	12/16/1998	5008798	10/28/1997	Registered
HYQ	Technical Concepts, LP	Taiwan	817398	09/16/1998	8603817	N/A	Registered
HYQ	Technical Concepts, LP	Taiwan	808605	07/16/1998	8603819	N/A	Registered
HYQ	Technical Concepts, LP	Taiwan	812114	08/16/1998	8603818	N/A	Registered
NEUTRALLE	Technical Concepts International, Ltd.	Japan	3041255	04/28/1995	H04-100813	04/01/1992	Registered

MARK (LOGO)	OWNER	COUNTRY	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	COMMENTS/ STATUS
NEUTRALLE	Technical Concepts International, Ltd.	Japan	3023091	02/28/1995	H04-100812	04/01/1992	Registered
NEUTRALLE	Technical Concepts, LP	Argentina	1501809	01/31/1994	1,869,327	01/29/1993	Registered
NEUTRALLE	Technical Concepts, LP	Australia	A574719	09/07/1994	5744719	03/18/1992	Registered
NEUTRALLE	Technical Concepts, LP	Australia	B574717	04/13/1995	574717	03/18/1992	Registered
NEUTRALLE	Technical Concepts, LP	Hong Kong	11418	06/07/1995	N/A	N/A	Registered
NEUTRALLE	Technical Concepts, LP	Israel	119399	05/06/1999	119399	04/29/1998	Registered
NEUTRALLE	Technical Concepts, LP	Israel	119400	05/06/1999	119400	04/29/1998	Registered
NEUTRALLE	Technical Concepts, LP	Korea	265284	06/08/1993	12637/92	05/07/1992	Registered
NEUTRALLE	Technical Concepts, LP	Korea	265449	06/07/1993	12638/92	05/07/1992	Registered
NEUTRALLE	Technical Concepts, LP	Korea	265448	06/09/1993	12636/92	05/07/1992	Registered
NEUTRALLE	Technical Concepts, LP	Mexico	381647	08/22/1990	76070	11/17/1989	Registered
NEUTRALLE	Technical Concepts, LP	Portugal	281740	11/16/1993	00346939	N/A	Registered
NEUTRALLE	Technical Concepts, LP	South Africa	98/05985-6	04/09/1988	N/A	N/A	Registered
NEUTRALLE	Technical Concepts, LP	Taiwan	491840	08/16/1990	79/04610	02/09/1990	Registered
NEUTRALLE	Technical Concepts, LP	Taiwan	494063	09/16/1990	79/04608	02/09/1990	Registered
NEUTRALLE	Technical Concepts, LP	Taiwan	491346	08/16/1990	79/04609	02/09/1990	Registered
NEUTRALLE	Technical Concepts, LP	Taiwan	499510	11/01/1990	79/04607	02/09/1990	Registered
NEUTRALLE	Technical Concepts, LP	Malaysia	N/A	N/A	99/04613	05/28/1999	Pending
NEUTRALLE	Technical Concepts, LP	Malaysia	N/A	N/A	99/04611	05/28/1999	Pending

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NEUTRALLE	Technical Concepts, LP	Malaysia	N/A	N/A	99/04614	05/28/1999	Pending
NEUTRALLE	Technical Concepts, Inc.	Denmark	1992 9707 VR	10/23/1992	1989 8350 V/A	11/08/1989	Registered
TC	Technical Concepts, LP	Mexico	718566	09/28/2001	493800	07/03/2001	Registered
TC logo	Technical Concepts, LP	Argentina	N/A	N/A	2341083	06/06/2001	Pending
TC logo	Technical Concepts, LP	Argentina	N/A	N/A	2341084	06/06/2001	Pending
TC logo	Technical Concepts, LP	Australia	N/A	N/A	863396	01/18/2001	Pending
TC logo	Technical Concepts, LP	China	1796093	06/28/2002	200106781	04/26/2001	Registered
TC logo	Technical Concepts, LP	China	N/A	N/A	200106780	04/26/2001	Pending
TC logo	Technical Concepts, LP	Korea	0521004	05/21/2002	200000046193	10/04/2000	Registered
TC logo	Technical Concepts, LP	Malaysia	N/A	N/A	06326	05/21/2001	Pending
TC logo	Technical Concepts, LP	Mexico	N/A	N/A	493799	07/03/2001	Pending
TC logo	Technical Concepts, LP	Taiwan	N/A	N/A	90014369	04/17/2001	Pending
TC logo	Technical Concepts, LP	Taiwan	N/A	N/A	90014368	04/17/2001	Pending

TRADEMARK