Form PTO-1594 (Rev. 03/05) OMB Collection 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office					
RECORDATION FORM COVER SHEET TRADEMARKS ONLY						
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.						
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?					
Claire-Sprayway, Inc.	Name: Capital Funding LLC, as agent					
Individual(s) Association General Partnership Limited Partnership	Internal Address: Suite 3700					
X Corporation- State: <u>Delaware</u>	Street Address: 30 S. Wacker City: Chicago					
Citizenship (see guidelines)	State: IL Country: rt.s Zip: 60606					
Additional names of conveying parties attached? Yes No						
3. Nature of conveyance)/Execution Date(s) : Execution Date(s)	Limited Partnership Citizenship					
Assignment Merger	Corporation Citizenship Citizenship					
Security Agreement Change of Name Other November 2, 2005	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X No (Designations must be a separate document from assignment)					
A. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) Additional sheet(s) attached? 又 Yes No					
Name & address of party to whom correspondence concerning document should be mailed: Name:	6. Total number of applications and registrations involved:					
Internal Address: 33rd Floor Winston & Strawn Street Address: 35 W. Wacker Dr.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed					
City: Chicago	8. Payment Information:					
State: <u>II.</u> Zip: <u>60601</u> Phone Number: (312) 558-6352	a. Credit Card Last 4 Numbers Expiration Date					
Fax Number: (312) 558-5700 Email Address: Likongath@vinston.com	b. Deposit Account Number 232428 Authorized User Name Laura Konrath					
9. Signature: Signature Lauca Kontrath	11/22/05 Date Total number of pages Including cover					
Name of Person Signing	sheet, attachments, and document:					

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003233 FRAME: 0133

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Continuation Item 4

SCHEDULE 1 to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Registration/ Application Number	Mark	Date of Registration/ Filing
United States	0573409	Sprayway	04/21/53
United States	1196614	Sprayway	06/01/82
United States	0662917	Sprayway	06/10/58
United States	1225641	Sprayway	02/01/83
United States	1237932	Sprayway (drawing)	05/17/83
United States	0735050	Mister Jinx	07/24/62
United States	2017527	Gleme	11/19/96
United States	1881769	The World's Best Glass Cleaner	03/07/95
United States	0735801	Crazy Clean	08/07/62
United States	0376773	Fly Jinx	04/09/40
United States	0651908 [.]	Sprayway	09/24/57
United States	0652525	Jinx	10/01/57
United States	0814230	Claire	09/06/66
United States	1095631	Claire	07/11/78
United States	0817210	Dust Up	10/25/66
Australia	910489	Lady Logo	04/26/02
Australia	910490	Sprayway in Oval	04/26/02
Canada	118096	Sprayway	05/20/60
China	1,904,913	Sprayway in Oval	04/07/03
China	1,900,132	Lady Logo	08/21/02
China	1,904,911	Lady Logo	04/21/02
China	1,900,130	Sprayway in English & Chinese	08/21/02
China	1,900,164	Sprayway in Oval	08/28/02
China	1,900,135	Sprayway in Chinese	08/21/02
China	1,750,392	Sprayway in English & Chinese Characters	04/21/02
China	1,750,391	Sprayway in Oval	04/21/02
China	1,790,237	Lady Logo	06/21/02
China	1,785,248	Sprayway in English & Chinese	06/14/02

15)



TRADEMARK SECURITY AGREEMENT

WHEREAS, Claire-Sprayway, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of November 2, 2005 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Plaze, Inc., the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as administrative agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement dated as of November 2, 2005 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether presently existing or hereafter arising or acquired, but in any event excluding all Excluded Property (as defined in the Collateral Agreement):

- (i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in <u>Schedule 1</u> hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without

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limitation, any Trademark License, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent representing Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CLAIRE-SPRAYWAY, INC.

Name: HIEMHAR ROME

Title: PROSEDENT & CEO

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as Agent

By: Name:

Title:

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CLAIRE-SPRAYWAY, INC.

By: ______ Name: Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLQ, as

Agent

ву: ___

Title: Managing Director

Signature Page to Trademark Security Agreement

SCHEDULE 1 to Trademark Security Agreement

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United States	073580f	Crazy Clean	08/07/62
United States	0376773	Fly Jinx	04/09/40
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United States	0652525	Jinx	10/01/57
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China	1,785,248	Sprayway in English & Chinese	06/14/02

Country	Registration/ Application Number	Mark	Date of Registration/ Filing
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China	1,785,250	Sprayway in Oval	06/14/02
China	1,676,079	Lady Logo	12/07/01
China	1,688,517	Lady Logo	12/28/01
China	1,676,077	Sprayway in Chinese	12/07/01
China	1,688,520	Sprayway in Chinese	12/28/01
China	1,676,078	Sprayway in English & Chinese	12/07/01
China	1,688,521	Sprayway in English & Chinese	12/28/01
China	1,676,076	Sprayway in Oval	12/07/01
China	1,688,518	Sprayway in Oval	12/28/01
China	1,732,386	Lady Logo	03/21/02
	App. No. 2000127295		Filed 08/21/00
China	App. No. 2000127306	Sprayway in Chinese	Filed 08/21/00
China	App. No. 2000127307	Sprayway in English & Chinese	Filed 08/21/00
China	1,732,385	Sprayway in Chinese	03/21/02
European Union	000839415	Sprayway	10/25/99
Hong Kong	App. No. 200102621	Sprayway	03/31/95
India	App. No. 1367950	Sprayway in Oval	Filed 06/30/05
India	App. No. 1367951	Lady Logo	Filed 06/30/05
Indonesia	5,550,842	Sprayway in Oval	09/19/02
Korea	4591	Sprayway Logo	01/28/02
Singapore	T940885921	Sprayway	10/12/94
Taiwan	694,487	Sprayway	11/01/95
Turkey	2002/10800	Lady Logo	05/08/02
Turkey	2002/10801	Sprayway In Oval	05/08/02
Vietnam	48026	Lady Logo	05/10/02
Vietnam	47997	Sprayway in Oval	05/10/02