

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KIK NEW JERSEY, LLC		11/07/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	NATIONAL ASSOCIATION:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78831389	ROAR
Serial Number:	78605761	SUAVE Y TIERNO
Registration Number:	3015544	FAST-N EASY
Registration Number:	3010405	SOLO
Registration Number:	2928971	TOP JOB
Registration Number:	2921340	OXY-COMPLEX
Registration Number:	2919621	OXY-MATRIX
Registration Number:	2949989	BRIGHT WATER
Registration Number:	3047324	SPRING AIRE
Registration Number:	2628873	SOLO
Registration Number:	2473524	SPRING TIME
Registration Number:	2519227	SPIN
Registration Number:	2421790	SPRING TIME
Registration Number:	1336230	BRIGHT WATER

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Registration Number:	1336232	BRIGHT WATER
Registration Number:	0810717	SEA MIST
Registration Number:	0776326	TOP JOB
Registration Number:	0773821	SEA MIST INSIDE 'N' OUTSIDE

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	32418
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/06/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2007, by KIK NEW JERSEY, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is a party to a First-Lien U.S. Security Agreement dated as of May 24, 2007 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

(a) the Trademarks of such Grantor listed on Schedule I attached hereto; provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) all Proceeds of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor, at the sole cost and expense of the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

Very truly yours,

KIK NEW JERSEY, LLC

By: KIK INTERNATIONAL LLC, its Sole Member

By:



Name: S. RANDALL SMITH

Title: VP FINANCE & C.F.O

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

By: Barbara R. Marks

Name:

Title:

BARBARA R. MARKS
VICE PRESIDENT

TRADEMARK

REEL: 003672 FRAME: 0818

Schedule I

Owner	Trademark	App./Reg. No.	App./Reg. Date	Status
KIK New Jersey, LLC	ROAR	78/831,389	Mar. 7, 2006	Pending
KIK New Jersey, LLC	SUAVE Y TIERNO	78/605,761	Apr. 11, 2005	Pending
KIK New Jersey, LLC	FAST-N EASY	3,015,544	Nov. 15, 2005	Registered
KIK New Jersey, LLC	SOLO	3,010,405	Nov. 1, 2005	Registered
KIK New Jersey, LLC	TOP JOB	2,928,971	Mar. 1, 2005	Registered
KIK New Jersey, LLC	OXY-COMPLEX	2,921,340	Jan. 25, 2005	Registered
KIK New Jersey, LLC	OXY-MATRIX	2,919,621	Jan. 18, 2005	Registered
KIK New Jersey, LLC	BRIGHT WATER	2,949,989	May 10, 2005	Registered
KIK New Jersey, LLC	SPRING AIRE	3,047,324	Jan. 24, 2006	Registered
KIK New Jersey, LLC	SOLO	2,628,873	Oct. 1, 2002	Registered
KIK New Jersey, LLC	SPRING TIME	2,473,524	Jul. 31, 2001	Registered
KIK New Jersey, LLC	SPIN	2,519,227	Dec. 18, 2001	Registered
KIK New Jersey, LLC	SPRING TIME	2,421,790	Jan. 16, 2001	Registered
KIK New Jersey, LLC	BRIGHT WATER	1,336,230	May 21, 1985	Renewed
KIK New Jersey, LLC	BRIGHT WATER	1,336,232	May 21, 1985	Renewed
KIK New Jersey, LLC	SEA MIST	0,810,717	Jul. 5, 1966	Renewed
KIK New Jersey, LLC	TOP JOB	0,776,326	Sep. 1, 1964	Renewed
KIK New Jersey, LLC	SEA MIST INSIDE 'N' OUTSIDE	0,773,821	Jul. 21, 1964	Renewed