

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings =>=> \*

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

1. Name of conveying party(ies):  
 Schroeder & Tremayne, Inc.  
 c/o SBI Incorporated  
 8500 Valcour Avenue  
 St. Louis, Missouri 62123

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: MO  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: Webster Business Credit Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 360 Lexington Avenue  
 City: New York State: NY ZIP: 11017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Financial Institution

3. Nature of conveyances:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: September 26, 2008

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 registration number(s):  
 A. Trademark Application.(s)  
See attached Schedule I

B. Trademark registration No.(s)  
See attached Schedule I

Additional numbers attached?  Yes  No

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

Name: Joseph Borgman  
 Internal Address: CT Lien Solutions  
 \_\_\_\_\_  
 Street Address: 187 Wolf Rd  
Ste 101  
 City: Albany State: NY ZIP: 12205

6. Total number of applications and registrations involved: 57

7. Total fee (37 CFR 3.41): \$1,440.00  
 Enclosed  
 Authorized to be charged to CREDIT CARD

8. Deposit account number: LAST 4 DIGITS: 5683  
EXP DT 11/09

(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*

Sarah M. Gilbert, Esq.  
 Name of Person Signing

Sarah M. Gilbert  
 Signature

November 17, 2008  
 Date

Total number of pages including coversheet, attachments and document: 10

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

OP \$1440.00 77421254

**1. Additional Conveying Party:**

**Indox Services, Inc., a Missouri Corporation**

**Address:**

**c/o SBI Incorporated**

**8500 Valcour Avenue**



**St. Louis, Missouri 62123**











**SCHEDULE I**

Schedule I to the Trademark Security Agreement dated September 26, 2008, by and among Schroeder & Tremayne, Inc., Indox Services Inc. (collectively "Grantor") and Webster Business Credit Corporation.

Mark	Owner	Application # Application Date	Registration # Registration Date
BEE CLEAN	Schroeder & Tremayne, Inc.	77/421,254 03/13/2008	
BEE GENTLE	Schroeder & Tremayne, Inc.	77/421,248 03/13/2008	
BEE GREEN	Schroeder & Tremayne, Inc.	77/421,259 03/13/2008	
BEE SMOOTH	Schroeder & Tremayne, Inc.	77/421,233 03/13/2008	
BEE SOFT	Schroeder & Tremayne, Inc.	77/421,243 03/13/2008	
BOTANICAL BATH	Schroeder & Tremayne, Inc.	77/271,650 09/05/2007	
BOTANICAL BATH	Schroeder & Tremayne, Inc.	78/867,013 04/21/2008	
BOTANIKIDS	Schroeder & Tremayne, Inc.	74/194,943 08/15/1991	1,783,184 07/20/1993
CLEAN WEAVE	Schroeder & Tremayne, Inc.	76/255,743 05/11/2001	2,597,651 07/23/2002
<b>ELIZABETH'SPA</b>	Schroeder & Tremayne, Inc.	78/328,733 11/17/2003	2,974,175 07/19/2005
ESSENCE OF THE SEASON	Schroeder & Tremayne, Inc.	78/061,273 05/01/2001	2,875,527 08/17/2004
FLO-THRU	Schroeder & Tremayne, Inc.	75/648,904 02/26/1999	2,567,839 05/07/2002
<b>FLO-THRU</b>	Schroeder & Tremayne, Inc.	75/648,905 02/26/1999	2,567,840 05/07/2002

Mark	Owner	Application # Application Date	Registration # Registration Date
GARDEN BOTANIKA	Schroeder & Tremayne, Inc.	74/049,570 04/16/1990	1,835,945 05/10/1994
GARDEN BOTANIKA	Schroeder & Tremayne, Inc.	74/725,473 09/05/1995	2,257,409 06/29/1999
GARDEN BOTANIKA	Schroeder & Tremayne, Inc.	74/049,807 04/16/1990	1,847,480 07/26/1994
GARDEN BOTANIKA	Schroeder & Tremayne, Inc.	74/369,063 03/16/1993	1,806,602 11/23/1993
GARDEN BOTANIKA	Schroeder & Tremayne, Inc.	74/800,343 04/16/1990	1,690,931 06/02/1992
GB	Schroeder & Tremayne, Inc.	74/164,157 05/06/1991	1,687,495 05/19/1992
GB	Schroeder & Tremayne, Inc.	74/419,919 07/29/1993	1,859,407 10/25/1994
GB	Schroeder & Tremayne, Inc.	74/802,469 07/29/1993	1,912,158 08/15/1995
GB & Design	Schroeder & Tremayne, Inc.	74/336,160 11/30/1992	1,826,051 03/15/1994
	Schroeder & Tremayne, Inc.	76/209,282 02/13/2001	2,555,576 04/02/2002
	Schroeder & Tremayne, Inc.	76/975,024 02/13/2001	2,698,663 03/18/2003
G.L.O.W. GIRLS LEADING OUR WORLD	Schroeder & Tremayne, Inc.	76/121,640 08/31/2000	2,660,337 12/10/2002
IMPETUOUS	Schroeder & Tremayne, Inc.	75/190,069 10/30/996	2,269,412 08/10/1999
JOHN BULL	Schroeder & Tremayne, Inc.	73/409,176 01/13/1983	1,291,120 08/21/1984
LE Word Mark	Schroeder & Tremayne, Inc.	74/177,899 06/20/1991	1,826,948 03/15/1994
LADY ELIZABETH	Schroeder & Tremayne, Inc.	76/254,984 05/10/2001	2,614,777 09/03/2002

Mark	Owner	Application # Application Date	Registration # Registration Date
LADY ELIZABETH	Schroeder & Tremayne, Inc.	76/284,047 07/12/2001	2,581,936 06/18/2002
LADY ELIZABETH	Schroeder & Tremayne, Inc.	74/177,897 06/20/1991	1,828,893 03/29/1994
LADY ELIZABETH	Schroeder & Tremayne, Inc.	74/177,898 06/20/1991	1,780,760 07/06/1993
LADY ELIZABETH	Schroeder & Tremayne, Inc.	1491299 02/14/1992	1491299 05/20/1994
LADY ELIZABETH	Schroeder & Tremayne, Inc.	B1491298 02/14/1992	B1491298 11/11/1993
	Schroeder & Tremayne, Inc.	76/284,045 07/12/2001	2,581,935 06/18/2002
FOUR!	Schroeder & Tremayne, Inc.	76/072,636 06/19/2000	2,555,122 04/02/2002
	Schroeder & Tremayne, Inc.	76/072,635 06/19/2000	2,555,121 04/02/2002
POWERSOCK	Schroeder & Tremayne, Inc.	77/420,084 03/12/2008	
PURELY BATH	Schroeder & Tremayne, Inc.	76/163,910 11/13/2000	2,714,170 05/06/2003
SHE'S A NATURAL	Schroeder & Tremayne, Inc.	77/421,264 03/13/2008	
SPA	Schroeder & Tremayne, Inc.	76/552,650 10/20/2003	3,478,502 08/05/2008
SPA	Schroeder & Tremayne, Inc.	1490845 02/14/1992	1490845 11/11/1993
SPA	Schroeder & Tremayne, Inc.	74/714,959 08/14/1995	2,532,308 01/22/2002
SPA	Schroeder & Tremayne, Inc.	73/300,761 03/12/1981	1,211,588 10/05/1982
SUN AND SPORT	Schroeder & Tremayne, Inc.	74/194,949 08/15/1991	1,775,680 06/08/1993
SUPER SOAPER	Schroeder & Tremayne, Inc.	75/648,903 02/26/1999	2,556,515 04/02/2002

Mark	Owner	Application # Application Date	Registration # Registration Date
THE BATH SOURCE	Schroeder & Tremayne, Inc.	78/728,350 10/06/2005	3,393,031 03/04/2008
	Schroeder & Tremayne, Inc.	76/247,284 04/27/2001	2,651,405 11/19/2002
TRANSPARENCIES	Schroeder & Tremayne, Inc.	75/098,511 05/03/1998	2,166,309 06/16/1998
VIKING	Schroeder & Tremayne, Inc.	75/619,725 01/11/1989	2,318,959 02/15/2000
	Schroeder & Tremayne, Inc.	75/932,267 03/01/2000	2,457,085 06/05/2001
	Schroeder & Tremayne, Inc.	76/289,409 07/24/2001	2,538,270 02/12/2002
	Schroeder & Tremayne, Inc.	76/586,863 04/15/2004	2,964,792 07/05/2005
	Schroeder & Tremayne, Inc.	76/586,864 04/15/2004	3,067,106 03/14/2006
	Schroeder & Tremayne, Inc.	73/408,300 01/05/1983	1,297,604 09/25/1984
INDOX SERVICES	Indox Services, Inc.	76/412,411 05/24/2002	2,860,904 07/06/2004
INDOX SERVICES	Indox Services, Inc.	76/412,041 05/24/2002	2,931,220 03/08/2005

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 26, 2008, is made by the undersigned (individually and collectively, the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("Lender"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

### WITNESSETH:

#### RECITALS.

E. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

F. The Lender proposes to make certain loans to the Company pursuant to the Credit Agreement; and

G. Pursuant to the Credit Agreement, the Company has assigned, conveyed, mortgaged, pledged, hypothecated and transferred to the Lender all of its right, title and interest in and to, and granted to the Lender a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

H. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in and a collateral assignment of the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks

and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto but specifically excluding any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, a Company, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Lender in, and collaterally assigns to the Lender all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else in this Agreement to the contrary, unless and until the Lender exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the Lender hereby grants to the Company the exclusive, nontransferable, royalty-free right and license under the Property for the Company's own benefit and account, so that the Company may use and enjoy the Property in connection with its business operations and exercise rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. The Company agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Company in this paragraph, except that the Company may sublicense the Property in the ordinary course of the Company's business but only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property. Upon the exercise by the Lender of the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, the license granted under this paragraph to the Company shall terminate.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the



Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) the Lender shall have no obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all expenses, including attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

"COMPANY"

SBI INCORPORATED

By: John G. Wilmsen Sr.  
Name: John G. Wilmsen, Sr.  
Title: President

SCHROEDER & TREMAYNE, INC.

By: John G. Wilmsen Sr.  
Name: John G. Wilmsen, Sr.  
Title: President

INDOX SERVICES INC.

By: John G. Wilmsen Sr.  
Name: John G. Wilmsen, Sr.  
Title: President

SERVICE BLUEPRINT COMPANY

By: John G. Wilmsen Sr.  
Name: John G. Wilmsen, Sr.  
Title: President

SERVICE REPROGRAPHICS, INC.

By: John G. Wilmsen Sr.  
Name: John G. Wilmsen, Sr.  
Title: President

CANT SQUARE, LTD.

By: John G. Wilmsen Sr.  
Name: John G. Wilmsen, Sr.  
Title: President

STATE OF Missouri )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On September \_\_, 2008, before me personally came John G. Wilmsen, Sr., to me personally known and known to me to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he is the President of each entity described in and which executed the foregoing instrument as "Company"; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he signed his name thereto by like order, and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

*Cindy Fogelman*

My Commission Expires:

[NOTARIAL SEAL]

