

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TURTLE WAX, INC.		09/24/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86268463	FIRE & ICE
Serial Number:	86398418	DRY-TOUCH SHINE
Registration Number:	4593310	THE SMARTER WAY TO SHINE
Registration Number:	4306360	
Registration Number:	3952015	TURTLE WAX
Registration Number:	3909102	MAKING LIFE SHINE
Registration Number:	4125836	INSTANT SHINE
Registration Number:	3962192	ICE
Registration Number:	4084194	WELCOME TO THE ICE AGE

CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6617.006

TRADEMARK

REEL: 005446 FRAME: 0595

NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	01/26/2015
Total Attachments: 27	
source=Turtle Wax Trademark Security Agreement#page1.tif source=Turtle Wax Trademark Security Agreement#page2.tif source=Turtle Wax Trademark Security Agreement#page3.tif source=Turtle Wax Trademark Security Agreement#page4.tif source=Turtle Wax Trademark Security Agreement#page5.tif source=Turtle Wax Trademark Security Agreement#page6.tif source=Turtle Wax Trademark Security Agreement#page7.tif source=Turtle Wax Trademark Security Agreement#page8.tif source=Turtle Wax Trademark Security Agreement#page9.tif source=Turtle Wax Trademark Security Agreement#page10.tif source=Turtle Wax Trademark Security Agreement#page11.tif source=Turtle Wax Trademark Security Agreement#page12.tif source=Turtle Wax Trademark Security Agreement#page13.tif source=Turtle Wax Trademark Security Agreement#page14.tif source=Turtle Wax Trademark Security Agreement#page15.tif source=Turtle Wax Trademark Security Agreement#page16.tif source=Turtle Wax Trademark Security Agreement#page17.tif source=Turtle Wax Trademark Security Agreement#page18.tif source=Turtle Wax Trademark Security Agreement#page19.tif source=Turtle Wax Trademark Security Agreement#page20.tif source=Turtle Wax Trademark Security Agreement#page21.tif source=Turtle Wax Trademark Security Agreement#page22.tif source=Turtle Wax Trademark Security Agreement#page23.tif source=Turtle Wax Trademark Security Agreement#page24.tif source=Turtle Wax Trademark Security Agreement#page25.tif source=Turtle Wax Trademark Security Agreement#page26.tif source=Turtle Wax Trademark Security Agreement#page27.tif	

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Security Agreement") made as of this 24th day of September, 2010, by TURTLE WAX, INC., an Illinois corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., with an office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender").

WITNESSETH

WHEREAS, Grantor, Marvel Oil Company, Inc., an Illinois corporation ("Marvel"), Turtle Wax Limited, a company organized under the laws of England and Wales ("TWUK"), Turtle Wax Europe B.V., a company organized under the laws of the Netherlands ("TW Europe"), Turtle Wax Benelux B.V., a company organized under the laws of the Netherlands ("TW Benelux"; TWI and Marvel are collectively "U.S. Borrowers"; TWUK, TW Europe and TW Benelux are collectively "European Borrowers"; and U.S. Borrowers and European Borrowers are collectively "Borrowers") and Lender are parties to a certain Third Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and the other Loan Documents (as defined in the Loan Agreement) (collectively, with the Loan Agreement, and as each may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by Grantor to Lender of a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or

with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Grantor warrants and represents to Lender that:

- (i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;
- (ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances (other than Liens in favor of Lender or licenses in favor of Lender related thereto);
- (iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and
- (iv) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Full Payment of Grantor's Obligations and termination of the Financing Agreements, Grantor shall not, without the prior written consent of Lender or except as otherwise permitted pursuant to the Financing Agreements, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before Full Payment of Grantor's Obligations or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until Full Payment of Grantor's Obligations and the termination of the Financing Agreements.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuation of an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon Full Payment of Grantor's Obligations and termination of the Financing Agreements, Lender shall take such actions, at Grantor's request and sole expense, as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute U.S. Obligations.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter that are material to the business of Grantor until Grantor's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks that are material to the business of Grantor, as commercially reasonable and (iii) to ensure that the Trademarks that are material to the business of Grantor are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantor's obligations under this Section 10 shall be borne by Grantor.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use, maintenance, renewal, registration or prosecution of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Full Payment of Grantor's Obligations and the termination of the Financing Agreements. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Amendment and Restatement. This Amended and Restated Trademark Security Agreement constitutes an amendment and restatement of that certain Security Agreement re: Intellectual Property dated April 30, 2004 by, inter alia, Grantor in favor of Lender and that certain Trademark Collateral Security Agreement dated April 30, 2004 by Grantor in favor of Lender (collectively, the "Original Trademark Security Agreement"). Grantor hereby reaffirms the Liens arising under the Original Trademark Security Agreement, which Liens remain continuous and shall be governed by the terms of this Security Agreement from and following the date hereof.

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as
of the date first written above.

TURTLE WAX, INC.

By: Stephen M. Wagman
Name: Stephen M. Wagman
Title: Authorized Officer

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

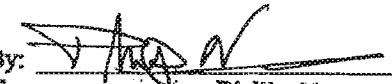
IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as
of the date first written above.

TURTLE WAX, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.

By: 
Name: Philip Nomura
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS/APPLICATIONS

See the Attached

OWNER	COUNTRY	TRADEMARK	STATUS	FILE NO.	APPLICATION NO.	REGISTRATION DATE	REGISTRATION NO.
Turtle Wax Inc	United States	TURTLE WAX	Registered	32086	10-446-85	6-1-94-34	138198
Turtle Wax Inc	United Kingdom	LICENCED FIRE	Registered	2243795	2-4-95-30	2-1-95-31	2243795
Turtle Wax Inc	United Kingdom	TRIPLUS PREZEM	Registered	2159298	13-5-95-28	13-5-95-28	2159298
Turtle Wax Inc	Argentina	TURTLE FACING RIGHT DESIGN 2004	Registered	TM14-1188829	12-4-95-08	12-4-95-08	TM14-1188829
Turtle Wax Inc	Argentina	TURTLE WAX	Registered	2157371	10-038	8-8-95-04	888198
Turtle Wax Inc	Argentina	TURTLE	Registered	8287673	8-1607	12-4-95-26	72810
Turtle Wax Inc	Argentina	TURTLE (FACING RIGHT) DESIGN	Registered	8770197	8-374	26-Aug-97	8174
Turtle Wax Inc	Argentina	CCP-2	Registered	9170332	8-6776	28-Aug-97	7284
Turtle Wax Inc	Argentina	TORTILLASITA	Registered	8811960	2257712	28-Aug-97	2257712
Turtle Wax Inc	Argentina	TURTLE	Registered	2116326	22564418	28-Aug-97	22564418
Turtle Wax Inc	Argentina	TURTLE (FACING RIGHT) DESIGN	Registered	3415120	22523786	28-Aug-97	22523786
Turtle Wax Inc	Argentina	TURTLE (FACING RIGHT) DESIGN	Registered	9211983	4-038-05	4-038-05	22523794
Turtle Wax Inc	Argentina	BLACK IN A FLASH	Registered	217704	114622101815	4-038-05	22523794
Turtle Wax Inc	Argentina	BUG OFF	Registered	910112	9498325	16-Jan-91	9498325
Turtle Wax Inc	Argentina	CHIP STRK	Registered	710274	9503265	25-Jun-91	9503265
Turtle Wax Inc	Argentina	CHOCOLATE	Registered	118110	8901195	14-Nov-01	8901195
Turtle Wax Inc	Australia	COLOR CARE	Registered	113022	8981184	14-Nov-01	8981184
Turtle Wax Inc	Australia	COLORBREAK	Registered	4800036	285422	3-Nov-97	285422
Turtle Wax Inc	Australia	CUT N SPAN	Registered	9907018	7182338	18-Aug-98	7182338
Turtle Wax Inc	Australia	FLEX PAK	Registered	8811463	771647	29-Aug-98	771647
Turtle Wax Inc	Australia	FORMULA 2001	Registered	8211423	8131095	24-Jan-94	8131095
Turtle Wax Inc	Australia	FORMULA 31	Registered	411272	1012864	13-Aug-94	1012864
Turtle Wax Inc	Australia	HYPER CONCENTRATE	Registered	8811448	771646	29-Aug-98	771646
Turtle Wax Inc	Australia	ICE	Registered	102344	102344	22-Nov-93	102344
Turtle Wax Inc	Australia	PLATINUM SERIES	Registered	9803600	8-348-04	8-348-04	8803600
Turtle Wax Inc	Australia	POWER OUTL	Registered	311032	9817229	18-Nov-93	9817229
Turtle Wax Inc	Australia	SAFE CUT	Registered	320098	9838031	8-Jan-94	9838031
Turtle Wax Inc	Australia	SUN-SHINE	Registered	840396	8-348-04	8-348-04	840396
Turtle Wax Inc	Australia	TURTLE	Registered	620076	620076	29-Aug-98	620076
Turtle Wax Inc	Australia	TURTLE	Registered	8316182	2081123	30-Nov-78	2081123
Turtle Wax Inc	Australia	TRUCKS	Registered	820595	8893634	30-Nov-78	8893634
Turtle Wax Inc	Australia	TURTLE (FACING RIGHT) DESIGN	Registered	8316177	2081184	29-Jun-78	2081184
Turtle Wax Inc	Australia	TURTLE SEAT SUIT	Registered	301182	8412379	4-Feb-93	8412379
Turtle Wax Inc	Australia	TURTLE COLOR MAGIC	Registered	8201028	2088132	29-Oct-78	2088132
Turtle Wax Inc	Australia	TURTLE DESIGN	Registered	921344	9835113	30-Nov-78	9835113
Turtle Wax Inc	Australia	TURTLE DESIGN ON WHEELS	Registered	8200111	2088126	29-Oct-78	2088126
Turtle Wax Inc	Australia	TURTLE DESIGN ON WHEELS	Registered	8311860	8894498	21-Nov-93	8894498
Turtle Wax Inc	Australia	TURTLE DESIGN ON WHEELS	Registered	8894222	388471	21-Aug-93	4323634
Turtle Wax Inc	Australia	TURTLE FACING RIGHT DESIGN 2004	Registered	1136834	1136834	7-Jan-95	1136834

Turtle Wax, Inc.	Australia	336904	28-Oct-79	338504	28-Oct-79
Turtle Wax, Inc.	Australia	269163	28-Jun-78	281613	28-Jun-78
Turtle Wax, Inc.	Australia	428037	27-Jan-86	428037	27-Jan-86
Turtle Wax, Inc.	Australia	428037	27-Jan-86	428037	27-Jan-86
Turtle Wax, Inc.	Australia	164918	8-Dec-80	164918	8-Dec-80
Turtle Wax, Inc.	Australia	912328	4-Feb-83	912328	4-Feb-83
Turtle Wax, Inc.	Australia	375405	12-May-82	375405	12-May-82
Turtle Wax, Inc.	Australia	428037	27-Jan-86	428037	27-Jan-86
Turtle Wax, Inc.	Australia	624877	12-May-82	624877	12-May-82
Turtle Wax, Inc.	Australia	683174	375405	375405	12-May-82
Turtle Wax, Inc.	Australia	807745	12-May-82	807745	12-May-82
Turtle Wax, Inc.	Australia	410322	30-Jun-84	1038616	20-Jun-04
Turtle Wax, Inc.	Australia	506257	30-Apr-83	952352	20-Apr-83
Turtle Wax, Inc.	Australia	338505	28-Oct-79	338505	28-Oct-79
Turtle Wax, Inc.	Austria	811810	AU1144/83	7-May-73	811810
Turtle Wax, Inc.	Bahamas	5548	25-Sep-88	6548	25-Sep-88
Turtle Wax, Inc.	Bahamas	217015	6117490	8117490	14-Nov-03
Turtle Wax, Inc.	Barbados	821371	7040853	523114	27-Apr-82
Turtle Wax, Inc.	Belarus	583244	819140	678181	28-Apr-03
Turtle Wax, Inc.	Belarus	882230	913477	882338	12-May-01
Turtle Wax, Inc.	Belarus	811815	611820	710448	74Apr-88
Turtle Wax, Inc.	Belarus	691118	7271838	13-08-98	458072
Turtle Wax, Inc.	Belarus	881145	126116	24-Sep-71	62782
Turtle Wax, Inc.	Belarus	881128	13820	24-Sep-71	62782
Turtle Wax, Inc.	Belarus	880328	817177	13-Sep-85	412841
Turtle Wax, Inc.	Belarus	TTW030-1	TTW030-1	98026	24-Apr-83
Turtle Wax, Inc.	Belarus	621583	12818	82781	24-Sep-71
Turtle Wax, Inc.	Belarus	40535	871142	15-May-90	532447
Turtle Wax, Inc.	Bermuda	871692	3-Jan-70	8412	3-Jan-70
Turtle Wax, Inc.	Botswana	217016	SH-331	62211-C	26-Feb-04
Turtle Wax, Inc.	Boznia & Herzegovina	81225317-487A	SH-331	BAZRT1467A	12-Feb-05
Turtle Wax, Inc.	Brazil	970201	SH-331	01880501	13-Jan-98
Turtle Wax, Inc.	Brazil	M-1131 86-1830	SH-331	01880501	13-Jan-98
Turtle Wax, Inc.	Brazil	1134 86-1618	SH-331	01880501	13-Jan-98
Turtle Wax, Inc.	Brazil	882483	2338476	8486138	18-Dec-75
Turtle Wax, Inc.	Brazil	82160	2338376	789285340	18-Dec-75
Turtle Wax, Inc.	Brazil	62384	2338376	789285358	18-Dec-75
Turtle Wax, Inc.	Brazil	62385	2338376	10220846880	18-Dec-75
Turtle Wax, Inc.	Brazil	5003835	14-Dec-75	12320846881	18-Dec-75
Turtle Wax, Inc.	Brazil	8124573	24-Jan-73	6224538	10-Jan-75
Turtle Wax, Inc.	Brazil	8124572 86-0939	18-Dec-75	5488368	10-Dec-75
Turtle Wax, Inc.	Bulgaria	501234	821548633	521548633	8-Dec-02
Turtle Wax, Inc.	Canada	901728	21235	848858	17-Nov-83
Turtle Wax, Inc.	Canada	801728	1342057	708857	17-Nov-83
Turtle Wax, Inc.	Canada	801728	1342057	3112203	16-Nov-86
Turtle Wax, Inc.	Canada	841458	831180	483546	2-Dec-87
Turtle Wax, Inc.	Canada	831180	218378	45853	21-Feb-83
Turtle Wax, Inc.	Canada	831180	1083247	714656355	17-Nov-90
Turtle Wax, Inc.	Canada	841515	762252	4499112	10-Dec-85
Turtle Wax, Inc.	Canada	871618	553418	3810112	8-Dec-91
Turtle Wax, Inc.	Canada	8805833	744547	48224	23-Aug-98
Turtle Wax, Inc.	Canada	841459	5219152	28-Sep-84	22-Jun-88
Turtle Wax, Inc.	Canada	831180	1063542	TMAB13081	14-Nov-93
Turtle Wax, Inc.	Canada	831180	7636568	417823	8-Jan-85
Turtle Wax, Inc.	Canada	831180	8088855	631117	30-Oct-97
Turtle Wax, Inc.	Canada	1000321	532,550	532,550	12-Sep-00

Turtle Wax, Inc.	EXCALIBUR	Registered 380367	10-Feb-70	174323	5-Feb-71
Canada	P24	Registered 41485	20-Sep-04	653185	22-Nov-05
Canada	FLEX FAX	Registered 981038	18-Nov-05	415828	4-Feb-06
Canada	FOAM N SHINE	Registered 92115	18-Nov-05	463763	22-Mar-06
Canada	HARD SHELL SHELL	Registered 931221	1-Nov-03	463763	22-Mar-06
Canada	HARD SHELL FRESH	Pending 91539	148168	4-Dec-08	24-Mar-72
Canada	HYDRO-SYSTEM	Registered 800278	3-Oct-86	181882	10-Nov-89
Canada	HYPER CONCENTRATE	Registered 671817	282417	14-Oct-27	12-Feb-95
Canada	ICE	Registered 805350	31-Nov-94	489001	12-Feb-95
Canada	ICE EDGE	Registered 805351	177257	781248	27-Oct-08
Canada	LIQUID CRYSTAL	Pending 82281	1422138	17-Dec-08	20-Apr-80
Canada	LUBRICATOR 2001	Registered 881418	614210	30-Aug-88	26-Nov-97
Canada	MASKING LIFE STICKIE	Registered 891888	7977076	473888	28-Mar-98
Canada	MINUTE WAX	Pending 91599	1692188	8-Dec-08	
Canada	NO BUCKET	Registered 871837	475373	11-Sep-81	28-Jan-83
Canada	ODOR-X	Registered 841354	7052280	445811	19-Feb-05
Canada	PLATINUM SERIES	Registered 881672	685857	6-Nov-05	18-Feb-05
Canada	POLY'S-HELL	Registered 41086	1222542	844780	21-Jul-05
Canada	POWER CUT	Registered 811688	485350	21-Dec-79	23-Sep-83
Canada	POWER WHITE	Registered 901673	816860	8-Nov-88	7-Apr-90
Canada	PROKOTE	Registered 853163	683283	26-Sep-84	28-Jan-85
Canada	REPEL.	Registered 882077	572535	7-Aug-86	2-Sep-86
Canada	SLICK STUFF	Registered 881018	5731413	452201	28-Jan-88
Canada	SUDDEN SHINE	Registered 882783	1038703	15-Dec-94	1-Dec-94
Canada	SUN-STOP	Registered 851887	791118	16-Nov-95	11-Dec-97
Canada	SUPER HARD SHELL	Registered 940043	747927	4-Feb-04	439694
Canada	SUREFREE	Registered 870277	3849478	3-Dec-75	30-Mar-72
Canada	THE WAX SHOP	Registered 880201	483474	4-Mar-81	27-Mar-81
Canada	TOP SHINE	Registered 882223	1035844	15-Dec-92	1-May-92
Canada	TOTAL TURTLE	Registered 841628	755281	30-Sep-84	22-Mar-88
Canada	TRILOCNE	Registered 71438	11553264	10-Nov-97	8-Jun-98
Canada	TRIPLE SHINE	Registered 902675	1137246	24-Nov-98	24-Feb-05
Canada	TRROUBLE SHOOTER	Registered 881640	787125	182130	30-Mar-72
Canada	TURTLE	Registered 881680	3722252	4-Pad-84	18-Feb-74
Canada	TURTLE (FACING RIGHT) DESIGN	Registered 811143	385786	17-Sep-75	28-Jan-77
Canada	TURTLE (FACING RIGHT) DESIGN	Registered 811208	795853	30-Nov-84	24-Dec-87
Canada	TURTLE DESIGN	Registered 820320	482857	28-Feb-82	28-Apr-83
Canada	TURTLE DESIGN ON WHEELS	Registered 880645	482858	28-Feb-82	27-Feb-83
Canada	TURTLE FACING RIGHT DESIGN 2004	Registered 821581	492158	14-Sep-92	23-Dec-93
Canada	TURTLE WAX	Registered 812027	1243418	384024	23-Nov-05
Canada	TURTLE WAX	Registered 831303	788884	30-Nov-94	459974
Canada	TURTLE WAX	Registered 831308	2168112	21-May-93	13-Nov-94
Canada	TURTLE WAX - 3-STEP WAX & DRY	Registered 71775	885385	4-Dec-91	28-Sep-92
Canada	TURTLE WAX EXTREME CLEANER WAX	Registered 882380	1037346	24-Nov-93	3-Dec-92
Canada	LABEL	Registered 882380	1037346	871693	
Canada	TURTLE WAX PLATINUM SERIES	Registered 40127	1201147	12-Jan-04	553058
Canada	TURTLE WAX ULTRA GLOSS	Registered 41057	1222284	28-Jun-04	702051
Canada	TURTLE WAX 'N BLACK	Registered 971792	859884	28-Oct-07	21-Nov-07
Canada	TURTLE WAXER	Registered 7W5003-1	492886	421724	4-Aug-98
Canada	WHEEL BRITE	Registered 681397	6388672	21-Aug-98	15-Feb-91
Canada	X-L-17	Registered 8801317	6011898	15-Jan-98	8-Sep-97
Canada	X-TREME SERIES	Registered 22384	1133178	6-Mar-02	21-Aug-03
Canada	ZIP WAX	Registered 11853	8453881	8-Jun-95	28-Mar-98
Chile	CO-2	Registered 981697	765221	20-Aug-07	8-Jun-07

Turtle Wax, Inc.	China	Registered 880748	8-16-03	888,457	32-AUG-08
Turtle Wax, Inc.	China	Registered 880750	8-16-03	881,458	20-AUG-08
Turtle Wax, Inc.	China	Registered 880750	8-16-03	884,855	9-4-Sep-08
Turtle Wax, Inc.	China	Registered 880750	8-16-03	884,855	2-DEC-08
Turtle Wax, Inc.	China	Registered 880750	8-16-03	884,855	21-Jan-10
Turtle Wax, Inc.	China	Registered 881042	3-13-04	23-May-02	
Turtle Wax, Inc.	China	Pending 70772	8070540	25-May-07	
Turtle Wax, Inc.	China	Pending 81107	7883344	28-Jun-08	
Turtle Wax, Inc.	China	Pending 81108	7883343	28-Aug-09	
Turtle Wax, Inc.	China	Pending 81218	8866510	23-Jul-08	
Turtle Wax, Inc.	China	Pending 81218	8-16-03	7165351	21-Jul-10
Turtle Wax, Inc.	China	Pending 8811288	8800010785	8-16-03	14-Oct-01
Turtle Wax, Inc.	China	Pending 737635	8732874	25-May-07	21-Jan-10
Turtle Wax, Inc.	China	Pending 41265	4221717	7-Aug-07	
Turtle Wax, Inc.	China	Pending 22013	3-10814	18-Dec-02	14-Sep-04
Turtle Wax, Inc.	China	Pending 841048	8808524	30-Aug-04	7-Oct-06
Turtle Wax, Inc.	China	Pending 41650	4022922	10-Oct-04	
Turtle Wax, Inc.	China	Pending 31865	3993752	26-Dec-03	3880702
Turtle Wax, Inc.	China	Pending 31720	3-787181	24-Oct-03	3787191
Turtle Wax, Inc.	China	Pending 228356979-031865	3850752	26-Dec-03	3880752
Turtle Wax, Inc.	China	Pending 228356979-031720	3787191	24-Oct-03	3787191
Turtle Wax, Inc.	China	Pending 81474	8861184	12-Sep-08	
Turtle Wax, Inc.	China	Pending 81473	8861123	12-Sep-08	
Turtle Wax, Inc.	China	Pending 228356978-081473	8861123	12-Sep-08	
Turtle Wax, Inc.	China	Pending 883773	2000083433	10-May-00	1872288
Turtle Wax, Inc.	China	Registered 41151	4382624	10-Oct-04	4302824
Turtle Wax, Inc.	China	Pending 41228	4384338	9-Nov-04	4394338
Turtle Wax, Inc.	China	Pending 41228	4321116	15-Aug-04	4221718
Turtle Wax, Inc.	China	Pending 41512	4300420	14-Oct-04	4309020
Turtle Wax, Inc.	China	Pending 31865	3850740	26-Dec-03	28-Dec-07
Turtle Wax, Inc.	China	Registered 881497	8863887	809487	7-Oct-06
Turtle Wax, Inc.	China	Pending 81476	8863887	12-Sep-08	
Turtle Wax, Inc.	China	Refusal Under Appeal Pending	81475	8861274	
Turtle Wax, Inc.	China	Registered 41653	4022921	10-Oct-04	4302821
Turtle Wax, Inc.	China	Pending 81168	7883343	28-Aug-09	
Turtle Wax, Inc.	China	Registered 81824	8863886	12-Oct-08	8863886
Turtle Wax, Inc.	China	Registered 60131	5112385	11-Jan-03	8112285
Turtle Wax, Inc.	China	Pending 41207	4321170	18-Aug-04	4221710
Turtle Wax, Inc.	China	Pending 81220	8863812	23-Jul-08	
Turtle Wax, Inc.	China	Pending 100141	8844703	2-Feb-10	
Turtle Wax, Inc.	China	Pending 41027	4382609	8-16-04	4182098
Turtle Wax, Inc.	China	Pending 65302	8863884	27-Oct-08	5883884
Turtle Wax, Inc.	China	Registered 41210	4221710	18-Aug-04	4221710
Turtle Wax, Inc.	China	Registered 70754	8863873	28-May-07	8079873
Turtle Wax, Inc.	China	Registered 841044	8863826	30-Aug-04	803443
Turtle Wax, Inc.	China	Registered 8611547	9088827	30-Aug-04	804411
Turtle Wax, Inc.	China	Refused Under Appeal	801175	7185556	

Turtle Wax, Inc.	Chile	TURTLE (STYLIZED)	Pending	80046	7188100	1-Feb-08
Turtle Wax, Inc.	Chile	TURTLE BRAND (GU PAI) IN CHINESE STYLIZED	Pending	80175	7188283	1-Feb-08
Turtle Wax, Inc.	China	TURTLE BRAND (GU PAI) IN CHINESE STYLIZED	Pending	80245	7188087	1-Feb-08
Turtle Wax, Inc.	China	TURTLE BRAND (GU PAI) IN CHINESE STYLIZED	Pending	80173	7188093	1-Feb-08
Turtle Wax, Inc.	China	TURTLE DESIGN ON WHEELS	Registered	8410244	84049023	28-Nov-08
Turtle Wax, Inc.	China	TURTLE FACING RIGHT DESIGN 2004	Registered	42028	45268119	21-Feb-05
Turtle Wax, Inc.	China	TURTLE FACING RIGHT DESIGN 2004	Registered	42028	45268118	21-Feb-05
Turtle Wax, Inc.	China	TURTLE FACING RIGHT DESIGN 2004	Registered	42030	45268117	21-Feb-05
Turtle Wax, Inc.	China	TURTLE FORMULA A. 2001	Registered	8410252	84088223	30-Aug-04
Turtle Wax, Inc.	China	TURTLE In Chinese Characters	Registered	72216	7188105	14-Jan-04
Turtle Wax, Inc.	China	TURTLE WAX	Pending	80224	7188143	11-Feb-08
Turtle Wax, Inc.	China	TURTLE WAX ULTRA GLOSS	Registered	41133	41462885	20-Nov-05
Turtle Wax, Inc.	China	TURTLE WAX ZIP	Pending	81468	7837258	18-Nov-08
Turtle Wax, Inc.	China	WET N BLACK	Registered	41271	4221716	18-Aug-04
Turtle Wax, Inc.	China	WHITE GOLD SHIELD In Chinese characters	Pending	81243	7707632	18-Sep-08
Turtle Wax, Inc.	China	WHITE GOLD WAX In Chinese Characters	Registered	41385	4302823	10-Oct-06
Turtle Wax, Inc.	Colombia	CD-2	Registered	881898	881897	31-Jan-07
Turtle Wax, Inc.	Colombia	CO-2	Registered	881670	188857	33-Apr-07
Turtle Wax, Inc.	Colombia	TORTUGA	Registered	82014	382016	30-Apr-08
Turtle Wax, Inc.	Colombia	TORTUGA	Pending	881014	8-8-08	
Turtle Wax, Inc.	Colombia	TURTLE	Registered	847449	118594	25-Aug-07
Turtle Wax, Inc.	Colombia	TURTLE	Registered	870273	870273	22-Mar-03
Turtle Wax, Inc.	Colombia	TURTLE WAX	Registered	870274	14-Nov-00	2-Dec-03
Turtle Wax, Inc.	Costa Rica	COLOR MAGIC	Registered	921544	154894	21-Nov-04
Turtle Wax, Inc.	Costa Rica	TURTLE	Registered	20287	20280001283	23-Jun-04
Turtle Wax, Inc.	Costa Rica	ZIP	Registered	41160	16-4P-75	25-04-75
Turtle Wax, Inc.	Costa Rica	BIG ORANGE	Registered	883857	41162	2837
Turtle Wax, Inc.	CTM	BLACK BOX	Registered	31169	3288164	31-Jul-03
Turtle Wax, Inc.	CTM	CD-2	Pending	91127	008465021	18-Aug-08
Turtle Wax, Inc.	CTM	CHIPKIT	Registered	9824152	28-Nov-00	1582741
Turtle Wax, Inc.	CTM	CHIRITIK	Registered	1031924	20-Aug-00	1031924
Turtle Wax, Inc.	CTM	CLEAR VUE	Registered	684478	1831803	30-Aug-03
Turtle Wax, Inc.	CTM	FEI	Registered	981862	845471	8-8-08
Turtle Wax, Inc.	CTM	FAR AWAY	Registered	41177	004185349	22-Nov-04
Turtle Wax, Inc.	CTM	ICE	Registered	83184	006686813	8-Dec-04
Turtle Wax, Inc.	CTM	ICE	Registered	802240	007602444	14-Feb-08
Turtle Wax, Inc.	CTM	LICUID CLAY BAR	Registered	81158	871480	1-Aug-08
Turtle Wax, Inc.	CTM	MARVEL	Registered	83185	00557844	28-Nov-07
Turtle Wax, Inc.	CTM	SPORTS FRESH	Registered	833487	1582725	27-Aug-01
Turtle Wax, Inc.	CTM	TRICONE	Registered	81221	007074776	18-Jul-08
Turtle Wax, Inc.	CTM	TURTLE (FACING RIGHT) DESIGN 2004	Registered	883174	1087593	16-May-00
Turtle Wax, Inc.	CTM	TURTLE FACING RIGHT DESIGN 2004	Registered	21707	2016540	4-Nov-02
Turtle Wax, Inc.	CTM	TURTLE WAX & TURTLE FACING RIGHT 2004	Registered	854488	034417391	24-Mar-04
Turtle Wax, Inc.	CTM	2004 Design in Color	Registered	88323	006151836	00782444
Turtle Wax, Inc.	CTM	TURTLE WAX COLOR OUT	Registered	884531	1828311	18-May-00
Turtle Wax, Inc.	CTM	TURTLE WAX PLATINUM SERIES	Registered	004121886	004121885	28-Nov-08
Turtle Wax, Inc.	CTM	TURTLE WAX WAX IT WET	Registered	503635	004883846	9-Oct-08

Turtle Wax, Inc.	CITM	WAX IT WET	003 286 186	16-Jun-98
Turtle Wax, Inc.	Cubes	TURTLE WAX	003 286 187	16-Jun-98
Cyprus		TURTLE WAX	003 286 188	16-Jun-98
Czech Republic		COLOR MAGIC	003 286 189	16-Jun-98
Turtle Wax, Inc.		TURTLE (FACING RIGHT) DESIGN	003 286 190	16-Jun-98
Czech Republic		TURTLE WAX	003 286 191	16-Jun-98
Czech Republic		TURTLE WAX	003 286 192	16-Jun-98
Czech Republic		ZIP	003 286 193	16-Jun-98
Turtle Wax, Inc.		BLACK IN A FLASH	003 286 194	16-Jun-98
Czech Republic		COLOR MAGIC	003 286 195	16-Jun-98
Turtle Wax, Inc.		COLOR CHROME	003 286 196	16-Jun-98
Turtle Wax, Inc.		RUST EATER	003 286 197	16-Jun-98
Turtle Wax, Inc.		TURTLE	003 286 198	16-Jun-98
Turtle Wax, Inc.		TURTLE (FACING RIGHT) DESIGN	003 286 199	16-Jun-98
Turtle Wax, Inc.		TURTLE DESIGN ON WHEELS	003 286 200	16-Jun-98
Turtle Wax, Inc.		TURTLE EXTRA	003 286 201	16-Jun-98
Turtle Wax, Inc.		TURTLE ON WHEELS (RACING)	003 286 202	16-Jun-98
Turtle Wax, Inc.		TURTLE SUPER CLEANER	003 286 203	16-Jun-98
Turtle Wax, Inc.		TURTLE WAX	003 286 204	16-Jun-98
Turtle Wax, Inc.		TURTLE WAX MINUTE WAX	003 286 205	16-Jun-98
Turtle Wax, Inc.		ZIP	003 286 206	16-Jun-98
Turtle Wax, Inc.		COLOR MAGIC	003 286 207	16-Jun-98
Dominican Republic		TURTLE	003 286 208	16-Jun-98
Dominican Republic		TURTLE (FACING RIGHT) DESIGN	003 286 209	16-Jun-98
Dominican Republic		TURTLE WAX	003 286 210	16-Jun-98
Ecuador		ZIP	003 286 211	16-Jun-98
Egypt		TURTLE	003 286 212	16-Jun-98
El Salvador		TURTLE	003 286 213	16-Jun-98
El Salvador		TURTLE (FACING RIGHT) DESIGN	003 286 214	16-Jun-98
Estonia		TURTLE (FACING RIGHT) DESIGN	003 286 215	16-Jun-98
Estonia		TURTLE WAX	003 286 216	16-Jun-98
Finland		BLACK IN A FLASH	003 286 217	16-Jun-98
Finland		COLOR MAGIC	003 286 218	16-Jun-98
Finland		MINUTE WAX	003 286 219	16-Jun-98
Finland		RUST EATER	003 286 220	16-Jun-98
Finland		TURTLE	003 286 221	16-Jun-98
Finland		TURTLE (FACING RIGHT) DESIGN	003 286 222	16-Jun-98
Finland		TURTLE DESIGN ON WHEELS	003 286 223	16-Jun-98
Finland		TURTLE EXTRA	003 286 224	16-Jun-98
Finland		TURTLE FORMULA 3	003 286 225	16-Jun-98
Finland		TURTLE SUPER CLEANER	003 286 226	16-Jun-98
Finland		TURTLE VINYL PLUS	003 286 227	16-Jun-98
Finland		TURTLE WAX	003 286 228	16-Jun-98
Finland		TURTLE WAX & DESIGN	003 286 229	16-Jun-98
Finland		TURTLE WAX INSTANT FINISH	003 286 230	16-Jun-98
Finland		ZIP	003 286 231	16-Jun-98
Turtle Wax, Inc.		BLACK IN A FLASH	003 286 232	16-Jun-98
Turtle Wax, Inc.		COLOR MAGIC	003 286 233	16-Jun-98
Turtle Wax, Inc.		SCRATCH GUARD	003 286 234	16-Jun-98
Turtle Wax, Inc.		TURTLE	003 286 235	16-Jun-98
Turtle Wax, Inc.		TURTLE (FACING RIGHT) DESIGN	003 286 236	16-Jun-98
Turtle Wax, Inc.		TURTLE DESIGN ON WHEELS	003 286 237	16-Jun-98
Turtle Wax, Inc.		TURTLE EXTRA	003 286 238	16-Jun-98
Turtle Wax, Inc.		TURTLE FORMULA 3	003 286 239	16-Jun-98
Turtle Wax, Inc.		TURTLE SUPER CLEANER	003 286 240	16-Jun-98
Turtle Wax, Inc.		TURTLE VINYL PLUS	003 286 241	16-Jun-98
Turtle Wax, Inc.		TURTLE WAX	003 286 242	16-Jun-98
Turtle Wax, Inc.		TURTLE WAX & DESIGN	003 286 243	16-Jun-98
Turtle Wax, Inc.		TURTLE WAX INSTANT FINISH	003 286 244	16-Jun-98
Turtle Wax, Inc.		ZIP	003 286 245	16-Jun-98
France		BLACK IN A FLASH	003 286 246	16-Jun-98
France		COLOR MAGIC	003 286 247	16-Jun-98
France		SCRATCH GUARD	003 286 248	16-Jun-98
France		TURTLE	003 286 249	16-Jun-98
France		TURTLE (FACING RIGHT) DESIGN	003 286 250	16-Jun-98

Turtle Wax, Inc.	France	TURTLE DEVICE	Registered 891870	165873	8-Nov-98	1658647
Turtle Wax, Inc.	France	TURTLE VINYL PLUS	Registered 884637	284637	7-Dec-93	1632038
Turtle Wax, Inc.	France	TURTLE WAX	Registered 881925	817084	3-Oct-95	1373338
Turtle Wax, Inc.	France	ZIP	Registered 880409	282046	18-Feb-93	1456598
Turtle Wax, Inc.	Germany	COLOR MAGIC	Registered 821198	73335303WZ	2-May-92	18-Sep-93
Turtle Wax, Inc.	Germany	TURTLE	Registered 857745	718905	18-Sep-92	18-Nov-95
Turtle Wax, Inc.	Germany	TURTLE (FACING RIGHT) DESIGN	Registered 8110694	73211223WZ	26-Jun-91	14-Jun-98
Turtle Wax, Inc.	Germany	TURTLE (FACING RIGHT) DESIGN	Registered 8211508	73210443WZ	18-Dec-91	22-Apr-91
Turtle Wax, Inc.	Germany	TURTLE COLOR MAGIC	Registered 8212151	73215013WZ	3-Mar-92	22-Feb-90
Turtle Wax, Inc.	Germany	TURTLE DESIGN ON WHEELS	Registered 831861	732219083WZ	22-Jun-83	22-Jun-83
Turtle Wax, Inc.	Germany	TURTLE FIGURE (RIGHT)	Registered 821426	718442	4-Apr-78	27-Apr-78
Turtle Wax, Inc.	Germany	TURTLE ON WHEELS (RACING)	Registered 810583	73211231WZ	28-Jun-91	28-Jun-91
Turtle Wax, Inc.	Germany	TURTLE VINYL PLUS	Registered 8208239	73207783WZ	18-Dec-90	19-Dec-94
Turtle Wax, Inc.	Germany	TURTLE WAX	Registered 810855	77750534WZ	5-Oct-91	6-Oct-91
Turtle Wax, Inc.	Germany	TURTLE WAX	Registered 810587	732114	28-Jun-82	1638773
Turtle Wax, Inc.	Germany	TURTLE WAX MINUTE WAX	Registered 811731	721155913WZ	17-Feb-82	23-Sep-82
Turtle Wax, Inc.	Germany	TURTLE WAX SCRATCH GUARD	Registered 831117	73298613WZ	3-May-82	3-Aug-82
Turtle Wax, Inc.	Greece	TURTLE WAX	Instituted 801868		1167477	
Turtle Wax, Inc.	Greece	SPORTS FRESH	Registered 801773		1607116	
Turtle Wax, Inc.	Greece	TURTLE	Registered 831417		20-Feb-07	
Turtle Wax, Inc.	Greece	TURTLE (FACING RIGHT) DESIGN	Registered 8027854		24-Sep-98	
Turtle Wax, Inc.	Greece	TURTLE ON WHEELS (RACING)	Registered 8026555		24-Oct-90	
Turtle Wax, Inc.	Greece	TURTLE VINYL PLUS	Registered 829503		24-Oct-90	
Turtle Wax, Inc.	Greece	TURTLE	Registered 8216245		30-Dec-90	
Turtle Wax, Inc.	Greece	TURTLE (FACING RIGHT) DESIGN	Registered 821143		23-Nov-92	
Turtle Wax, Inc.	Greece	TURTLE WAX	Registered 821863		10-Nov-92	
Turtle Wax, Inc.	Haiti	TURTLE	Pending 764433		77333	
Turtle Wax, Inc.	Honduras	TORTUGUITA	Pending 88212		11-Nov-92	
Turtle Wax, Inc.	Honduras	TURTLE WAX	Pending 882734		22-Sep-93	
Turtle Wax, Inc.	Honduras	CHIPSTIK	Registered 820284		10-Feb-93	
Turtle Wax, Inc.	Hong Kong	COLOR CURE	Registered 210255	2020234	19-Feb-02	203314211
Turtle Wax, Inc.	Hong Kong	COLOR MAGIC	Registered 8540283	20202325	18-Jul-02	203310318
Turtle Wax, Inc.	Hong Kong	F21	Registered 41224	30317024	18-Jul-04	303317024
Turtle Wax, Inc.	Hong Kong	FORMULA 21	Registered 41274	303288857	18-Aug-04	303285977
Turtle Wax, Inc.	Hong Kong	GUIBOSH (DR. TURTLE) IN CHINESE	Pending 80370	311360346	23-Jun-03	
Turtle Wax, Inc.	Hong Kong	CHARACTERS				
Turtle Wax, Inc.	Hong Kong	ICE	Registered 81086	303658663	28-Dec-93	303658663
Turtle Wax, Inc.	Hong Kong	PLATINUM SERIES	Registered 810228	303243837	5-Jun-94	303243837
Turtle Wax, Inc.	Hong Kong	TURTLE	Registered 881676	1626288	9-Oct-86	9187886
Turtle Wax, Inc.	Hong Kong	TURTLE (FACING RIGHT) DESIGN	Registered 830853	9441633	28-Aug-93	8246766
Turtle Wax, Inc.	Hong Kong	STYLIZED	Pending 80371	311280816	23-Jun-03	
Turtle Wax, Inc.	Hong Kong	TURTLE DESIGN ON WHEELS (Fuching)	Registered 884288	884288	25-Aug-93	8246823
Turtle Wax, Inc.	Hong Kong	TURTLE ON WHEELS STANDING DEVICE	Registered 820872	3013580869	31-Jul-93	3013580869
Turtle Wax, Inc.	Hong Kong	TURTLE WAX ULTRA GLOSS	Registered 41034	80245828	5-Jun-94	30245828
Turtle Wax, Inc.	Hungary	COLOR MAGIC	Registered 831163	M8301013	24-Jun-93	1369335
Turtle Wax, Inc.	Hungary	TURTLE	Registered 8814426	M77029878	11-Sep-93	12-Sep-93
Turtle Wax, Inc.	Hungary	TURTLE (FACING RIGHT) DESIGN	Registered 831154	M8301014	12-Oct-93	11-Sep-98
Turtle Wax, Inc.	Hungary	TURTLE WAX	Registered 830159	M8201015	8-Aug-93	9-Aug-93
Turtle Wax, Inc.	India	ZIG	Registered 830167	M8201012	137894	9-Aug-93
Turtle Wax, Inc.	India	TURTLE WAX	Registered 880735	287	3-Oct-93	25-Nov-93
Turtle Wax, Inc.	India	TURTLE	Registered 881575	281441	25-Sep-93	2-Sep-93
Turtle Wax, Inc.	India	ZIP	Registered 810548	M820228	11-Jun-91	822529
Turtle Wax, Inc.	Indonesia	POSH TURTLE DEVICE	Pending 930826	RP32301-07614-47517	24-Sep-91	1-Aug-92

Turtle Wax, Inc.	South Africa	BLACK CHROME	807789	10-Sep-90
Turtle Wax, Inc.	South Africa	CARISMA	800872	10-Sep-90
Turtle Wax, Inc.	South Africa	COLOR BACK	800873	10-Sep-90
Turtle Wax, Inc.	South Africa	MINUTE WAX	821913	28-Nov-89
Turtle Wax, Inc.	South Africa	RUSTMASTER	7834820	28-Nov-89
Turtle Wax, Inc.	South Africa	TURTLE	820574	10-Sep-90
Turtle Wax, Inc.	South Africa	TURTLE (FACING RIGHT) DESIGN	807781	10-Sep-90
Turtle Wax, Inc.	South Africa	TURTLE HOT WAX	8077812	10-Sep-90
Turtle Wax, Inc.	South Africa	TURTLE WAX	8656516	10-Feb-95
Turtle Wax, Inc.	South Africa	ZIP	202016216	6-Jun-97
Turtle Wax, Inc.	South Africa	BLACK IN A FLASH	921587	18-Sep-92
Turtle Wax, Inc.	South Africa	TURTLE COLOR MAGIC	9277748	18-Sep-92
Turtle Wax, Inc.	South Africa	TURTLE HIGH GLOSS	9277800	18-Sep-92
Turtle Wax, Inc.	South Africa	TURTLE HOT WAX	9277834	18-Sep-92
Turtle Wax, Inc.	South Africa	TURTLE WAX	9277835	18-Sep-92
Turtle Wax, Inc.	South Africa	ZIP	9412042	15-Jun-94
Turtle Wax, Inc.	Spain	BLACK IN A FLASH	1611372	3-Mar-93
Turtle Wax, Inc.	Spain	GRAPHIC DESIGN	8747738	4-Apr-78
Turtle Wax, Inc.	Spain	TURTLE	4456779	26-Dec-87
Turtle Wax, Inc.	Spain	TURTLE (FACING RIGHT) DESIGN	8747797	10-Apr-87
Turtle Wax, Inc.	Spain	TURTLE COLOR MAGIC	8747835	10-Apr-87
Turtle Wax, Inc.	Sri Lanka	TURTLE	921373	17-Mar-93
Turtle Wax, Inc.	Sweden	BLACK IN A FLASH	821581	9-Sep-84
Turtle Wax, Inc.	Sweden	FORMULA 2001	821581	9-Sep-84
Turtle Wax, Inc.	Sweden	POLY TURTLE	841042	9-Apr-82
Turtle Wax, Inc.	Sweden	RUNNING TURTLE	841042	9-Apr-82
Turtle Wax, Inc.	Sweden	SCRATCH GUARD	841042	9-Apr-82
Turtle Wax, Inc.	Sweden	TURTLE	8504010	16-Aug-84
Turtle Wax, Inc.	Sweden	TURTLE	8504010	16-Aug-84
Turtle Wax, Inc.	Sweden	TURTLE (FACING RIGHT) DESIGN	8504010	16-Aug-84
Turtle Wax, Inc.	Sweden	TURTLE CENTER	8504010	16-Aug-84
Turtle Wax, Inc.	Sweden	TURTLE COLOR MAGIC	8504024	16-Aug-84
Turtle Wax, Inc.	Sweden	TURTLE DESIGN ON WHEELS	8207228	26-Apr-92
Turtle Wax, Inc.	Sweden	TURTLE EXTRA	831921	18-Jun-93
Turtle Wax, Inc.	Sweden	TURTLE RUST ATTARE	831921	18-Jun-93
Turtle Wax, Inc.	Sweden	TURTLE RUST STOP	831921	18-Jun-93
Turtle Wax, Inc.	Sweden	TURTLE SUPER CLEANER	831921	18-Jun-93
Turtle Wax, Inc.	Sweden	TURTLE WAX & DESIGN	831921	18-Jun-93
Turtle Wax, Inc.	Sweden	ZIP	8705318	20-Oct-92
Turtle Wax, Inc.	Switzerland	BLACK IN A FLASH	811183	16-Sep-93
Turtle Wax, Inc.	Switzerland	COLOR MAGIC	80511183	16-Sep-93
Turtle Wax, Inc.	Switzerland	TURTLE DEVICE	821374	18-Dec-92
Turtle Wax, Inc.	Switzerland	TURTLE WAX	8203437	18-Jun-93
Turtle Wax, Inc.	Switzerland	ZIP	823380	3-May-93
Turtle Wax, Inc.	Switzerland	BLACK IN A FLASH & Device	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	COLOR MAGIC	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	TURTLE DEVICE	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	TURTLE WAX	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	MAX IT WET	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	ZIP	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	F21	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	FORMULA 21	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	MARVEL	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	PLATINUM SERIES	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	TURTLE	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	TURTLE & TURTLE (F.R.) DES	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	TURTLE DESIGN ON WHEELS	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	TURTLE WAX ICE LBNL	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	TURTLE WAX ULTRA GLOSS	825781183	16-Jan-94
Turtle Wax, Inc.	Taiwan	TURTLE WAX	825781183	16-Jan-94
		Tanganyka	23536	22-Mar-92

Turtle Wax, Inc.	United States	Registered 414655	312763	8-Aug-98
Turtle Wax, Inc.	United States	Registered 9307116	7412633386	14-Jun-24
Turtle Wax, Inc.	United States	Registered 202972	7412632661	1-Oct-25
Turtle Wax, Inc.	United States	Registered 931222	741454402	27-Oct-03
Turtle Wax, Inc.	United States	Registered 81169	741810434	16-Jun-08
Turtle Wax, Inc.	United States	Registered 820130	751272620	4-Aug-92
Turtle Wax, Inc.	United States	Registered 8211613	76203125	15-Oct-92
Turtle Wax, Inc.	United States	Registered 8211630	78274131	15-May-84
Turtle Wax, Inc.	United States	Registered 831338	78274816	14-Dec-95
Turtle Wax, Inc.	United States	Registered 8200618	78335482	4-Nov-91
Turtle Wax, Inc.	United States	Registered 403855	785163528	8-Apr-83
Turtle Wax, Inc.	United States	Registered 8301128	78528583	11-Jan-84
Turtle Wax, Inc.	United States	Pending 802618	785831970	3-Apr-05
Turtle Wax, Inc.	United States	Pending 81430	78584167	15-Aug-08
Turtle Wax, Inc.	United States	Pending 81238	77834612	28-Jul-04
Turtle Wax, Inc.	United States	Pending 930389	773777751	8-Jul-01
Turtle Wax, Inc.	United States	Registered 931634	787231788	8-Jun-89
Turtle Wax, Inc.	United States	Registered 21371	78752422	8-Aug-02
Turtle Wax, Inc.	United States	Registered 810088	78848104	23-Nov-98
Turtle Wax, Inc.	United States	Registered 800385	78858071	15-May-90
Turtle Wax, Inc.	United States	Registered 5811030	789056590	25-Nov-98
Turtle Wax, Inc.	United States	Registered 8303852	789531175	18-Aug-00
Turtle Wax, Inc.	United States	Pending 91473	791972817	13-Nov-03
Turtle Wax, Inc.	United States	Abandoned 802687	797777094	8-Jul-00
Turtle Wax, Inc.	United States	Registered 8311638	798333467	8-Jul-03
Turtle Wax, Inc.	United States	Registered 8511298	799232697	8-Sep-01
Turtle Wax, Inc.	United States	Registered 9811008	797236114	11-Jun-93
Turtle Wax, Inc.	United States	Registered 981024	797531361	3107137
Turtle Wax, Inc.	United States	Pending 500945	79780824	7-Sep-05
Turtle Wax, Inc.	United States	Registered 910887	797984628	7-Aug-80
Turtle Wax, Inc.	United States	Registered 8003880	79872114	25-Jun-93
Turtle Wax, Inc.	United States	Registered 9810310	798756541	8-June-03
Turtle Wax, Inc.	United States	Registered 20385	79980380	28-Jan-02
Turtle Wax, Inc.	United States	Registered 71803	797297164	18-Aug-07
Turtle Wax, Inc.	United States	Registered 41253	794545597	11-Aug-04
Turtle Wax, Inc.	United States	Registered 102833	797030276	30-Jun-00
Turtle Wax, Inc.	United States	Registered 881638	792287235	19-Dec-97
Turtle Wax, Inc.	United States	Registered 402657	794354332	20-Jan-04
Turtle Wax, Inc.	United States	Registered 804625	795317126	28-Apr-05
Turtle Wax, Inc.	United States	Registered 9810863	793367380	31-Mar-02
Turtle Wax, Inc.	United States	Registered 8811538	795684293	8-Nov-98
Turtle Wax, Inc.	United States	Registered 70192	797036458	30-Jan-07
Turtle Wax, Inc.	United States	Registered 31813	796363642	2-Oct-03
Turtle Wax, Inc.	United States	Registered 20248	795377212	12-Feb-02
Turtle Wax, Inc.	United States	Registered 8604653	795364666	28-Apr-03
Turtle Wax, Inc.	United States	Registered 8609372	741068443	18-Oct-97
Turtle Wax, Inc.	United States	Registered 8811532	79373308	8-Jun-92
Turtle Wax, Inc.	United States	Registered 840389	797188287	8-Jan-93
Turtle Wax, Inc.	United States	Registered 41732	795318250	12-Nov-04
Turtle Wax, Inc.	United States	Registered 910006	741747762	14-Mar-91
Turtle Wax, Inc.	United States	Registered 8402671	721818228	6-Apr-93
Turtle Wax, Inc.	United States	Registered 8811534	738620303	2-Jun-95
Turtle Wax, Inc.	United States	Registered 8804682	795834986	1372657
Turtle Wax, Inc.	United States	Registered 281468	793810551	21-Jun-95

United States	Turtle Wax, Inc.	740311350	13-Nov-09
United States	Turtle Wax, Inc.	740311351	15-Apr-51
United States	Turtle Wax, Inc.	73838508	17-Jun-04
United States	Turtle Wax, Inc.	73838508	13-Jun-04
United States	Turtle Wax, Inc.	21747	20-Oct-02
United States	Turtle Wax, Inc.	74105876	17-Jun-04
United States	Turtle Wax, Inc.	603971	20-Oct-02
United States	Turtle Wax	Pending	10-Feb-10
United States	TURTLE WAX 1-STEP WAX & DRY	74031205	26-Apr-20
United States	TURTLE WAX HIGH GLOSS	73838508	13-Jun-04
United States	TURTLE WAX PLATINUM SERIES	73838508	13-Jun-04
United States	TURTLE WAX WET N BLACK	73838508	13-Jun-04
United States	ULTRA VET	73838508	13-Jun-04
United States	WELCOME TO THE ICE AGE	73838508	13-Jun-04
United States	WE'RE MORE THAN JUST A CAR WASH	73838508	13-Jun-04
United States	WHEEL SPITE (DESIGN)	740324253	16-Apr-05
United States	TURTLE (FACING RIGHT) DESIGN	740324253	16-Apr-05
United States	TURTLE WAX	Pending	10-Jun-01
Venezuela	CD-2	245546	3-Apr-92
Venezuela	COLOR BACK	70897	17-Jan-97
Venezuela	COLOR BACK	831612	14-Jun-83
Venezuela	COLOR BACK	831613	14-Jun-83
Venezuela	COLOR BACK	831617	14-Jun-83
Venezuela	COLOR BACK	831618	14-Jun-83
Venezuela	COLOR MAGIC	74533	26-Apr-86
Venezuela	EXCALIBUR	74533	26-Apr-86
Venezuela	POLY SHELL	74533	26-Apr-86
Venezuela	SEALER WAX	74533	26-Apr-86
Venezuela	TORTUSA	981018	1-Oct-85
Venezuela	TORTUSA	92525-05	25-Aug-95
Venezuela	TORTUSA (DESIGN)	919867	11-Feb-54
Venezuela	TORTUGA (ETO)	105475984	6-Jan-58
Venezuela	TORTUGA	681019776	8-Aug-78
Venezuela	TORTUGITA	8812	21-Sep-78
Venezuela	TORTUGITA	940187	18-Nov-78
Venezuela	TORTUGITA	915578	1-Oct-85
Venezuela	TORTUGA	128291088	24-Jun-97
Venezuela	TURTLE	91519735	8-Apr-84
Venezuela	TURTLE	961268	24-Jun-97
Venezuela	TURTLE	931181	14-Jun-78
Venezuela	TURTLE	940324	14-Jun-78
Venezuela	TURTLE	1207086	4-Mar-81
Venezuela	TURTLE	823037	18-Oct-85
Venezuela	TURTLE	6243	14-Nov-77
Venezuela	TURTLE	83341976	22-Jun-78
Venezuela	TURTLE	6403	10-May-82
Venezuela	TURTLE DESIGN ON WHEELS	8301725	11-Jun-82
Venezuela	TURTLE WAX	831692	14-Jun-83
Venezuela	TURTLE WAX	823387	14-Jun-83
Venezuela	TURTLE WAX	8292678	10-May-82
Venezuela	TURTLE WAX	70237	10-May-82
Venezuela	TURTLE WAX	84163-F	11-Jun-82
Venezuela	TURTLE WAX	8230379	14-Jun-83
Venezuela	TURTLE WAX	F116974	14-Jun-83
Venezuela	ZIP	8316928	12-Jun-84
Venezuela	ZIP	631650	14-Jun-83
Vietnam	Turtle Wax, Inc.	9463038	17-Jun-02
Vietnam	Turtle Wax, Inc.	9463038	17-Jun-02
Vietnam	Turtle Wax, Inc.	871480	22-Nov-08

Turtle Wax, Inc.	Zambie	Reg. No. 891589	524188	4-Sep-88
Turtle Wax, Inc.	Zambie	Reg. No. 30455	1852002	15-Nov-92
Turtle Wax, Inc.	Zambie	Reg. No. 20453	1452002	21-Nov-92
Turtle Wax, Inc.	Zanziber		782002	

TURTLE	TURTLE
TURTLE WAX	TURTLE WAX

SCHEDULE A continued

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
FIRE & ICE	86268463	Application filed 05/01/14	NA	NA
DRY-TOUCH SHINE	86398418	Application filed 09/18/14	NA	NA
THE SMARTER WAY TO SHINE	85595649	Registered	4593310	08/26/14
None (design only)	85498972	Registered	4306360	03/19/13
TURTLE WAX	77925239	Registered	3952015	04/26/11
MAKING LIFE SHINE	77872517	Registered	3909102	01/18/11
INSTANT SHINE	77777751	Registered	4125836	04/10/12
ICE	77548167	Registered	3962192	05/17/11
WELCOME TO THE ICE AGE	77459384	Registered	4084194	01/10/12

RECORDED: 01/26/2015

**TRADEMARK
REEL: 005446 FRAME: 0623**