

12-22-1999



101230053

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

MKD 12.3.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
11 29 1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

12/21/1999 JSHABAZZ 00000150 75062897

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482  
40.00 DP  
850.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Our Ref. 0215787.201

TRADEMARK  
REEL: 002002 FRAME: 0789

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75062697"/>	<input type="text" value="75722576"/>	<input type="text" value="75780670"/>
<input type="text" value="75187229"/>	<input type="text" value="75446653"/>	<input type="text" value="75784848"/>
<input type="text" value="75310643"/>	<input type="text" value="75571489"/>	<input type="text" value="75780668"/>

<input type="text" value="1415722"/>	<input type="text" value="2023170"/>	<input type="text" value="1463395"/>
<input type="text" value="1829326"/>	<input type="text" value="1809999"/>	<input type="text" value="2190776"/>
<input type="text" value="1410381"/>	<input type="text" value="1432806"/>	<input type="text" value="0763943"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Mark R. Leslie

Name of Person Signing

Signature

December 3, 1999

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

*If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)*

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

75780671	<input type="text"/>	<input type="text"/>
75778204	<input type="text"/>	<input type="text"/>
75780666	<input type="text"/>	<input type="text"/>
75780650	<input type="text"/>	<input type="text"/>
75752706	<input type="text"/>	<input type="text"/>
75812868	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1746323	1149628	<input type="text"/>
1901192	1484168	<input type="text"/>
2047686	1410382	<input type="text"/>
1483289	1916324	<input type="text"/>
1788042	<input type="text"/>	<input type="text"/>
2094168	<input type="text"/>	<input type="text"/>
1609692	<input type="text"/>	<input type="text"/>

ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, Laars, Inc., a Delaware corporation, (herein referred to as "Assignor") owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A-2 annexed hereto as part hereof (the "Trademark");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, A New York banking corporation, as agent (referred to herein as the "Assignee" for (i) the lenders (the "Lenders") named in Schedule 2.01 of the Restated Credit Agreement dated as of the date hereof, among Water Pik, Inc., the Assignor, the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit, and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted a security in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of the 29 day of November,  
1999.

LAARS, INC.

By S.L. Main  
Name: S. L. MAIN  
Title: CONTROLLER

Schedule A-2 to Security Agreement

Trademark	Country	Client	Registration Number	Registration Date	Application Number	Filing Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ECCO	US	LAARS	1,415,722	04-NOV-86	73,559,258	20-Sep-85
ELEKTRA II	US	LAARS	1,829,326	05-Apr-94	74,404,953	24-Jun-93
ELEKTRA II	US	LAARS	1,410,381	23-Sep-86	73,581,339	05-Feb-86
ELEKTRA STAR	US	LAARS	2,023,170	17-Dec-96	74,690,030	15-Jun-95
ELEKTRASTAR	CA	LAARS	508,230	22-Feb-99	78,966,4	
EM 2	CA	LAARS			88,274,04	
EM 2 (STYLIZED)	CA	LAARS			81,740,4	
EM 2 (STYLIZED)	US	LAARS			75,062,697	06-Feb-96
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ENVIROGUARD	CA	LAARS		22-Nov-71	76,438,5	
FLAME	BX	LAARS	0,796,24	06-Dec-88	97,141,5	06-Dec-88
FLAME AND DESIGN	FR	LAARS	1,501,990	07-Dec-93	74,013,012	21-Dec-89
FLEX-TEMP	US	LAARS	1,809,999	17-Mar-87	73,613,153	05-Aug-86
FLO-GUARD	US	LAARS	1,432,806			
HEATMAKER	KR	LAARS	148,976	09-Mar-98	97-727,6	26-Dec-97
HEATMAKER	JP	LAARS	2,322,090	31-Jul-91	76,491,989	25-Jan-89
HEATMAKER	CA	LAARS	396,126	27-Mar-92	61,770	25-Oct-88
HEATMAKER	US	LAARS	1,463,395	03-Nov-87	73,631,897	24-Nov-86
HEATMAKER	US	LAARS	2,190,776	22-Sep-98	75,329,424	23-Jul-97
HI-E2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LAARS	IT	LAARS	5,421,72	21-Mar-91		05-Dec-88
LAARS	AU	LAARS	3,222,14	19-Sep-78		
LAARS	US	LAARS	763,943	28-Jan-84	72,156,992	09-Nov-62
LAARS	DE	LAARS	863,942	09-Dec-69		27-Nov-68
LAARS & DESIGN	BX	LAARS	0,796,23	22-Nov-71	56,241,9	
LAARS (WORD)	NZ	LAARS	267,282		26,728,2	
LAARS LITE	US	LAARS			75,187,229	22-Oct-96
LAARS LITE	CA	LAARS	506,941	22-Jan-99	82,475,4	
LAARS LITE	AU	LAARS	718,003	16-Oct-98	71,800,3	20-Sep-86
LAARS LITE	US	LAARS			75,310,643	17-Jun-97
LAARS LX	DE	LAARS	404,237	13-Jun-29		27-Feb-29
LANDIS (DESIGN)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
MAXX-PURE	INZ	LAARS			248,265	
MAXX-PURE	MX	LAARS	5,461,15	22-Apr-97		30-Jun-95



Schedule A-2 to Security Agreement (cont'd)

Trademark	Country	Client	Registration Number	Registration Date	Application Number	Filing Date
V-12	CA	LAARS			825579	
XL-3	US	LAARS			75/571,489	19-Oct-98



Schedule A-2 to Security Agreement (cont'd)

Friday, October 29, 1999 Division Index Filing Dates From 6/24/99 To: 10/29/99 1

Division: LAARS TELEDYNE LAARS

Trademark	Country	Case Number	Owner	Status	Renewal Date	Atty
OLYM PIK	United States of America	PIK	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,670	Pending	18-Aug-1999	RJP
OLYM*PIK	United States of America	*PIK	TELEDYNE INDUSTRIES, IN Application #/Date: 75/784,848	Pending	18-Aug-1999	RJP
OLYM-PIK	United States of America	-PIK	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,668	Pending	18-Aug-1999	RJP
OLYMPIA	United States of America	OLYMPIA	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,671	Pending	18-Aug-1999	RJP
OLYMPIAN	United States of America	OLYMPN	TELEDYNE INDUSTRIES, IN Application #/Date: 75/778,204	Pending	18-Aug-1999	RJP
OLYMPIAN GOLD	United States of America	OLYMPIAN	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,666	Pending	18-Aug-1999	RJP
OLYMPIK	United States of America	OLYMPIK	TELEDYNE INDUSTRIES, IN Application #/Date: 75/780,650	Pending	18-Aug-1999	RJP
PROEDGE	United States of America	PRO11	TELEDYNE INDUSTRIES, IN Application #/Date: 75/752,706	Pending	16-Jul-1999	RJP

Schedule A-2 to Security Agreement (cont'd)

Friday, October 29, 1999      **Division Index**      Filing Dates From 6/24/99 To: 10/29/99      2

Division: LAARS TELEDYNE LAARS

Trademark	Country	Case Number	Owner	Status	Renewal Date	Atty
SHEER DELIGHT	United States of America	sheer	TELEDYNE INDUSTRIES, IN	Pending	01-Oct-1999	RJP
				Application #/Date: 75/812,868		

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of the 29 day of November,  
1999.

LAARS, INC.

By S.L. Main  
Name: S.L. MAIN  
Title: CONTROLLER