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To the Honorable Commissioner of Patents

J original documents or copy thereof.

1. Name of conveying party(ies): **OPR/FINANCE**  
 Aquarium Systems, Inc.

Individuals  Association  
 General Partnership  Limited Partnership  
 Corporation-State - Delaware  
 Other

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

Name and address of receiving party(ies):

Name: Gleacher Capital LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: 660 Madison Avenue, 17<sup>th</sup> Floor  
 City: New York State: New York ZIP: 10021-8405

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other - Collateral Agent

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

3. Nature of conveyance:

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

Execution Date: July 20, 1999

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\

2,135,892

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

Name: Brian Jaenicke, Legal Assistant  
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 37

7. Total fee (37 CFR 3.41): ..... \$ 965.00

Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:  
(23-1705 in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

12/28/1999 DNGUYEN 00000320 2135892

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
925.00 OP

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.*

Brian T. Jaenicke  
 Name of Person Signing

Brian T. Jaenicke Signature  
12/16/99 Date  
 Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

United States Registered Trademarks:

<u>Marks:</u>	<u>Serial/Registration No.:</u>	<u>Registration Date:</u>
HOLDFAST	2135892	February 10, 1998
VISI-LUX (and Design)	2125982	December 30, 1997
WONDERFALLS	2103390	October 7, 1997
CONSERVASEA	2086001	August 5, 1997
REEF EVOLUTION	2084031	July 29, 1997
MICRO-JET (and Design)	2049725	April 1, 1997
WE CREATE YOUR BEST SOLUTIONS	2038550	February 18, 1997
TURBO-VENTURI	1974941	May 21, 1996
BIOGRID	1956224	February 13, 1996
IMPELLAIR	1948571	January 16, 1996
ADJUSTAFLOW	1942339	December 19, 1995
MECHANICHEM	1921945	September 26, 1995
MILLENNIUM	1915827	August 29, 1995
TWISTER	1888518	April 11, 1995
DUETTO	1886021	March 28, 1995
FANCYPLANTS	1836249	May 10, 1994
FASTEST	1830011	April 5, 1994
SEABUFFER	1818660	February 1, 1994
MINI-JET (and Design)	1784740	JULY 27, 1993
FISH AND FLASK (DESIGN)	1708151	August 18, 1992
MAXI JET (and Design)	1687560	May 19, 1992
REEF CRYSTALS	1684942	May 5, 1992
SEA SCOPE	1675060	February 11, 1992
VISI-JET (and Design)	1616440	October 9, 1990
MEGA MEDIA	1569019	December 5, 1989
VISI THERM (and Design)	1549044	July 25, 1989
VISI	1459140	September 29, 1987
VISI-THERM (and Design)	1433726	March 24, 1987
MARINE DESIGN	1432832	March 17, 1987
SEA CURE	1413934	October 21, 1986
SEA TEST	1217156	November 23, 1982
FISH AND FLASK (DESIGN)	1110319	January 2, 1979
AQUAFILTER	0935148	May 30, 1972
INSTANT OCEAN	0853463	July 30, 1968
AMMEX	SN 75-520667	Filed - July 17, 1998
FISH DESIGN ONLY	SN 75-661849	Filed - March 15, 1999



**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AQUARIUM SYSTEMS, INC., a Delaware corporation (the "Assignor") with principal offices at 8141 Tyler Boulevard, Mentor, OH 44060, hereby assigns and grants to Gleacher Capital LLC, as Collateral Agent, with principal offices at 660 Madison Avenue, 17<sup>th</sup> Floor, New York, New York 10021-8405 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 20, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

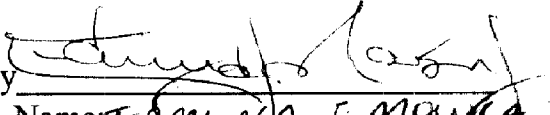
This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

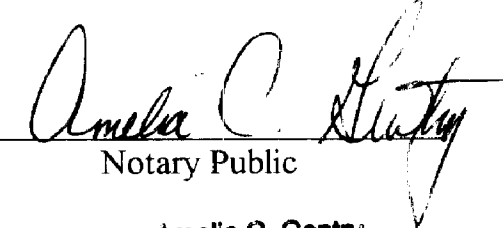
the 26<sup>th</sup> day of July, 1999.

AQUARIUM SYSTEMS, INC., Assignor

By   
Name: EDUARDO J. MOWKA JR.  
Title: PRESIDENT

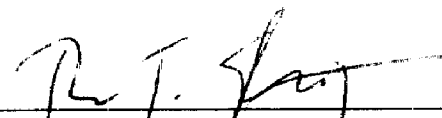
STATE OF MA )  
COUNTY OF Suffolk ) ss.:

On this 20<sup>th</sup> day of July, 1999, before me personally came Edmund  
Nowka who, being by me duly sworn, did state as follows: that [s]he is  
President of Aquarium Systems, Inc., that [s]he is authorized to execute the foregoing  
Assignment on behalf of said corporation and that [s]he did so by authority of the Board of  
Directors of said corporation.

  
Notary Public

Amelia C. Gentry  
Notary Public  
My Commission Expires August 9, 2002

GLEACHER CAPITAL LLC,  
as Collateral Agent and Assignee

By   
Name: Thomas J. Gleacher  
Title: Director



STATE OF NY )  
 ) ss.:  
COUNTY OF NY )

On this 23<sup>rd</sup> day of July, 1999, before me personally came Thomas

Steiglehner who, being by me duly sworn, did state as follows: that [s]he is  
Director of Gleacher Capital LLC that [s]he is authorized to execute the foregoing  
Assignment on behalf of said company and that [s]he did so by authority of the Board of  
Directors of said company.

**MARIE A. GENTILE**  
Notary Public, State of New York  
No. 4078706  
Qualified in Suffolk County  
Commission Expires April 8, 2001

Marie A. Gentile  
Notary Public