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

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

RECORDATION FORM COVER SHEET						
38 16.60 TRADEMARKS ONLY						
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).						
Submission Type Conveyance Type						
X New Assignment License						
Resubmission (Non-Recordation) Document ID # Correction of PTO Error Pool # Frame # Frame # Security Agreement Merger Nunc Pro Tunc Assignment Effective Date Month Day Year O \$ - 10 - 2000						
Change of Name						
Corrective Document Reel # Other Other						
Conveying Party Mark if additional names of conveying parties attached Execution Date						
Name SEWELL PRODUCTS, INC. Execution Date Month Day Year Formerly						
Individual General Partnership Limited Partnership X Corporation Association						
Other						
Citizenship/State of Incorporation/Organization VIRGINIA						
Receiving Party Mark if additional names of receiving parties attached						
mark if additional names of receiving parties attached						
Name THE CHASE MANHATTAN BANK, AS U.S. AGENT						
Name THE CHASE MANHATTAN BANK, AS U.S. AGENT						
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Name THE CHASE MANHATTAN BANK, AS U.S. AGENT DBA/AKA/TA Composed of Address (line 1) 600 FIFTH AVENUE						
Name THE CHASE MANHATTAN BANK, AS U.S. AGENT DBA/AKA/TA Composed of Address (line 1) 600 FIFTH AVENUE Address (line 2) Address (line 3) NEW YORK 10020 City State/Country If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic						
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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 0851-0027, 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

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FORM	PTO-1618B
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Address (line 2)				
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Address (line 4)				
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Name	LAUREN BERNSTEIN, ES			
i 				
Address (line 1)	KAYE, SCHOLER, FIERM	AN, HAYS & HANDLER, LLP		
Address (line 2)	425 PARK AVENUE			
Address (line 3)	NEW YORK, NEW YORK	10022		
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Number of P	- Enter the total	number of properties involved.	#	
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): Method of Payment: Enclosed X 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 ar	-			
attach	e best of my knowledge and be ned copy is a true copy of the o ted herein.	lief, the foregoing information is true an priginal document. Charges to deposit at the control of the control	d correct and any ccount are authorized, as	
Jean (Crawford	Le on hul	8/15/2/1997	
Name o	f Person Signing	Signature	Date Signed	

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, SEWELL PRODUCTS, INC., a Virginia corporation (herein referred to as "<u>Assignor</u>"), has adopted, used and is using the trademarks listed on the annexed <u>Schedule 2-A</u>, which trademarks are registered in, or are the subject of pending applications for registration in, the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as U. S. agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") referred to in the Second Amended and Restated Credit Agreement dated as of September 2, 1999, as amended, among KIK Partners, LP, a Delaware limited partnership and KIK Holdings (Canada) Inc., a corporation organized under the laws of New Brunswick, Canada, the Lenders, the Guarantors named therein, the Borrowers named therein and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and for (ii) itself as issuer of the Letters of Credit, and Assignor has entered into an Amended and Restated 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 granted to Assignee a security interest 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 prompt payment and performance 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 grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment and performance of the Secured Obligations.

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

Doc #30141337.WPD

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

IN WITNESS WHEREOF, Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of August 10, 2000.

SEW	ELL PRODUC	JS, INC.	
By:	Elm		
•	Name:		
	Title:		
	Address:		

Doc #30141337.WPD

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>DEBTOR</u>	<u>TRADEMARK</u> <u>RI</u>		REG. #/Serial No.
Sewell Products, Inc.	TIME SAVER LIQUID BLEACH AND DESIGN	7/4/00	2,364,488
Sewell Products, Inc.	BLUE RIDGE AND DESIGN	10/6/92	1,721,320

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RECORDED: 08/16/2000