


EV131937925US

Re: DOCUMENT ID NO. 102222078-

9997-16
CORRECTION/CLARIFICATION
of 87 ENTRIES RE
NOTICE OF NON RECORDATION
dated 11/22/02

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\rightarrow \rightarrow \rightarrow$ ∇		R' 12-18-2002		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Pa				Original documents or copy thereof.	
1. Name of conveying party(ies): Kaz, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>NEW YORK</u> <input type="checkbox"/> Other _____		2. Name and address of receiving party(ies) Name: <u>Fleet Capital Corporation</u> Internal Address: _____ Address: _____ Street Address: <u>One Federal Street</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Rhode Island</u> <input type="checkbox"/> Other _____		Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Execution Date: <u>6/27/02</u>	
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See attached.</u>		B. Trademark Registration No.(s) <u>See attached.</u>		Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jean M. Maxwell</u> Internal Address: <u>Trademark Legal Assistant</u> <u>Coordinator</u> Street Address: <u>Palmer & Dodge LLP</u> <u>111 Huntington Avenue</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02199-7613</u>		6. Total number of applications and registrations involved: 87		7. Total fee (37 CFR 3.41).....\$ <u>2190.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
8. Deposit account number: <u>50/1646</u>		DO NOT USE THIS SPACE			
9. Signature. Jean M. Maxwell _____ <u>Jean M. Maxwell</u> _____ <u>12/13/02</u> _____ Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 					

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

TRADEMARK
REEL: 002632 FRAME: 0460



Continuation of ITEM #1 – CONVEYING PARTIES:

Honeywell Consumer Products (Canada) Inc.
510 Bronte Street South
Milton, Ontario Canada L9T2X6

Honeywell Consumer Products, Inc.
250 Turnpike Road
Southborough, Massachusetts 01772

TRADEMARK

REEL: 002632 FRAME: 0461

Continuation of Item 4:

Schedule A

Trademark	Country	Reg. No./App1 No.	
AEROTRAP	United States	76/323239	
AQUIFIER	United States	Proposed	
BUG OFF! AND DESIGN	United States	75/507531	
BUGOFF	United States	76/419474	
BUGOUT	United States	76/319957	
DE JAY	United States	1,859,143	DEAD
DE JAY	United States	1,870,566	DEAD
DE JAY	United States	1,882,845	DEAD
DE JAY	United States	1,885,509	DEAD
DEET DOTS	United States	76/416008	
DUNLAP & DESIGN	United States	1,913,166	
DYNAFILTER	United States	1,900,548	
DYNAMIST	United States	1,902,605	DEAD
HEALTHMIST	United States	2,246,527	
HEALTHY HOME	United States	76/416014	
KAZ	United States	1,902,350	
NEOCOLD	United States	1,865,699	DEAD
NOSQUITO	United States	76/419473	
NOSQUITO	United States	76/319958	
PULSAR	United States	2,511,240	

SAFEGUARD	United States	2,183,631
SMART HEAT	United States	2,033,189
SMARTTEMP	United States	78/140431
SOFTHEAT	United States	78/137788
THERASTEAM	United States	1,952,734
VAC N' ZAP	United States	1,857,221
WRAPAROUND	United States	74/532832
Trademark	Country	Reg. No.
4 WAY	United States	2068090
AIR CADDY	United States	Pending - 78/111,410
BABY'S BREATH	United States	1871879
BADESTAR	International	531,037
BURG AUTOMATIC TOASTGRILL	International	R 338,049
BURG MIT BILD	International	533,410/ 533,411
CHERRY HILL	United States	2398594
CHILD-GUARD GRILL	United States	2131430
CIRCU-BREEZE	United States	Pending - 76/152,559
COOL SKIES	United States	2434026
COOLING MOMENTS	United States	Pending - 76/180,296
DURACRAFT	United States	1619729
DURACRAFT	United States	2282653
DURAFREE	United States	2019562
DURARINSE	United States	2010570
DURASEAL	United States	2154025
DURASEPT	United States	1946197
DURASTART	United States	1851837
ENVIRACAIRE	United States	1099390
ENVIRACAIRE ELITE	United States	Pending - 76/102405
ENVIRONIZER	United States	Pending - 78,111,412
FAN MANAGER	United States	2355790
HEAT EXPRESS	United States	1578861
HEAT FURNACE PLUS	United States	2091569

DEAD

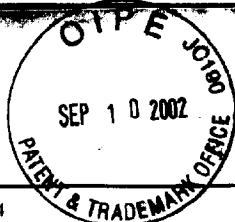
DEAD

INTELLI-CHECK	United States	2406745
KEY BISCAYNE	United States	2302650
KLIMAREX	International	R 333,824
MEGA TURBO	United States	Pending - 75/402,439
MISC. DESIGN (COLOR GREEN)	United States	2202324
MISC.DESIGN - HUB DESIGN	United States	2041475
MIST BREAKER	United States	1674140
MOISTURE MAX	United States	2057938
MOISTURE SELECT	United States	2057939
NATURAL COOL MOISTURE	United States	2159150
NATURAL MOISTURE	United States	1725398
NATURAL WARM MOISTURE	United States	2027405
NEWBURY STREET	United States	2103847
NEWBURYPORT	United States	2396193
NO DRIP	United States	2090193
PIVOT BREEZE	United States	Pending - 75/555,693
POWER TURBO	United States	2,498,702
QUICK HEAT	United States	2,503,264
QUIETAIRE	United States	Pending - 76/180,298
QUIETCARE	United States	2352526
REMOVE AND RINSE	United States	1984785
RINSE-TO-CLEAN	United States	1674141
SAFEGUARD	United States	1626856
SILENT COMFORT	United States	Pending - 76/414,361
SILENT HEAT	United States	2191271
SILENT SURROUND	United States	Pending - 76/192,558
SILENTCOMFORT	United States	Pending - 76/180,386
SMART RESPONSE	United States	2375054
SMART VISION	United States	2444866
SOLAR SCREEN	United States	2352489
STAGE-3	United States	2134837
STAGE-4	United States	2134836
STURDY GRIP	United States	2111469
SUPER TECH	United States	2414520
SUPER TURBO	United States	2484111
SUPER TURBO	Community Trademark	844746
SURROUND HEAT	United States	2216584
SURROUNDSEAL	United States	2265796

DEAD

THE SCIENCE OF CLEAN AIR	United States	2282662
THERMOMONITOR	United States	2352405
TOUGH GUY	United States	2032828
TRIPLE WINDOW	United States	2050037
TURBO	United States	Pending – 74/236,945
TURBO	United States	Pending – 75/407,053
TURBO FORCE	United States	2331701
TURBO-AIRE	United States	1546287
TWINDOW	United States	1892639
VENTILAIRE	United States	Pending – 76/180,299
WHISPER FLOW	United States	2468127
WHISPER MIST	United States	2263865

DEAD



9/11/02

EV131937452US

D8

09-17-2002

9997-16

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



102222078

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): **Kaz, Inc.** 9-10-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **New York**
 Other _____

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

2. Name and address of receiving party(ies)

Name: **Fleet Capital Corporation**
 Internal Address: _____
 Address: _____
 Street Address: **One Federal Street**
 City: **Boston** State: **MA** Zip: **02110**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Rhode Island**
 Other _____

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 Agreement Change of Name
 Other _____

Execution Date: **June 27, 2002**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 87

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

Name: **Jean M. Maxwell**
Trademark Legal Assistant Coordinator
 Internal Address: _____

Street Address: **Palmer & Dodge LLP**
111 Huntington Avenue

City: **Boston** State: **MA** Zip: **02199-7613**

7. Total fee (37 CFR 3.41).....\$ **2190**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Jean M. Maxwell *Jean Maxwell* **September 10, 2002**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

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

09/16/2002 TDIAZ1 00000133 76323239
FC:481 40.00 OP
2150.00 OP

TRADEMARK REEL: 002632 FRAME: 0466



Continuation of ITEM #1 – CONVEYING PARTIES:

Honeywell Consumer Products (Canada) Inc.
510 Bronte Street South
Milton, Ontario Canada L9T2X6

Honeywell Consumer Products, Inc.
250 Turnpike Road
Southborough, Massachusetts 01772

TRADEMARK

REEL: 002632 FRAME: 0467

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Kaz, Inc., a New York corporation ("Kaz"), whose principal place of business is located at 1775 Broadway, Suite 2405 and the domestic Subsidiaries of Kaz party hereto (the "Subsidiaries", and collectively with Kaz, the "Pledgors") are the owners and users of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Pledgors have entered into that certain Credit and Security Agreement dated as of June 27, 2002 (the "Credit Agreement") among the Pledgors, the Lenders from time to time party thereto, and Fleet Capital Corporation, as administrative agent and collateral agent (the "Agent"), pursuant to which the the Pledgors have granted to the Agent a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Credit Agreement in connection with all of each Pledgor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement. The Pledgors further hereby pledge and mortgage to the Agent, and grant to the Agent a security interest in, each Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of each Pledgor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of each Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and each of the Pledgors and the Agent hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Agent

with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

SAFEGUARD	United States	2,183,631
SMART HEAT	United States	2,033,189
SMARTTEMP		

Schedule A

Trademark	Country	Reg. No./App1 No.	
AEROTRAP	United States	76/323239	
AQUIFIER	United States	Proposed	
BUG OFF! AND DESIGN	United States	75/507531	
BUGOFF	United States	76/419474	
BUGOUT	United States	76/319957	
DE JAY	United States	1,859,143	DEAD
DE JAY	United States	1,870,566	DEAD
DE JAY	United States	1,882,845	DEAD
DE JAY	United States	1,885,509	DEAD
DEET DOTS	United States	76/416008	
DUNLAP & DESIGN	United States	1,913,166	
DYNAFILTER	United States	1,900,548	
DYNAMIST	United States	1,902,605	DEAD
HEALTHMIST	United States	2,246,527	
HEALTHY HOME	United States	76/416014	
KAZ	United States	1,902,350	
NEOCOLD	United States	1,865,699	DEAD
NOSQUITO	United States	76/419473	
NOSQUITO	United States	76/319958	
PULSAR	United States	2,511,240	


INTELLI-CHECK	United States	2406745
KEY BISCAYNE	United States	2302650
KLIMAREX	International	R 333,824
MEGA TURBO	United States	Pending - 75/402,439
MISC. DESIGN (COLOR GREEN)	United States	2202324
MISC. DESIGN - HUB DESIGN	United States	2041475
MIST BREAKER	United States	1674140
MOISTURE MAX	United States	2057938
MOISTURE SELECT	United States	2057939
NATURAL COOL MOISTURE	United States	2159150
NATURAL MOISTURE	United States	1725398
NATURAL WARM MOISTURE	United States	2027405
NEWBURY STREET	United States	2103847
NEWBURYPORT	United States	2396193
NO DRIP	United States	2090193
PIVOT BREEZE	United States	Pending - 75/555,693
POWER TURBO	United States	2,498,702
QUICK HEAT	United States	2,503,264
QUIETAIRE	United States	Pending - 76/180,298
QUIETCARE	United States	2352526
REMOVE AND RINSE	United States	1984785
RINSE-TO-CLEAN	United States	1674141
SAFEGUARD	United States	1626856
SILENT COMFORT	United States	Pending - 76/414,361
SILENT HEAT	United States	2191271
SILENT SURROUND	United States	Pending - 76/192,558
SILENTCOMFORT	United States	Pending - 76/180,386
SMART RESPONSE	United States	2375054
SMART VISION	United States	2444866
SOLAR SCREEN	United States	2352489
STAGE-3	United States	2134837
STAGE-4	United States	2134836
STURDY GRIP	United States	2111469
SUPER TECH	United States	2414520
SUPER TURBO	United States	2484111
SUPER TURBO	Community Trademark	844746
SURROUND HEAT	United States	2216584
SURROUNDSEAL	United States	2265796

DEAD


IN WITNESS WHEREOF, each of the Pledgors and the Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 27th day of June.

PLEDGORS:


KAZ, INC., a New York corporation

By: 
Name: **Richard D. Katzman**
Title: **Chief Executive Officer and Treasurer**

**HONEYWELL CONSUMER PRODUCTS,
INC., a Massachusetts corporation**

By: 
Name: **Richard D. Katzman**
Title: **President and Chief Executive Officer**

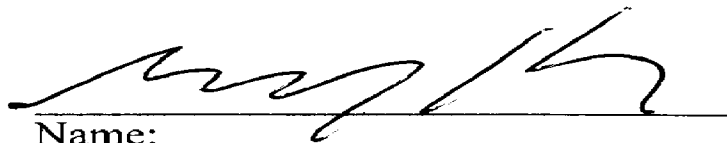
**HONEYWELL CONSUMER PRODUCTS
(CANADA) INC., a Massachusetts corporation**

By: 
Name: **Richard D. Katzman**
Title: **President and Chief Executive Officer**

AGENT:

FLEET CAPITAL CORPORATION

By:

A handwritten signature in black ink, appearing to read 'G. A. Kress', written over a horizontal line.

Name:

Gregory A. Kress

Title:

Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002632 FRAME: 0473

THE SCIENCE OF CLEAN AIR	United States	2282662
THERMOMONITOR	United States	2352405
TOUGH GUY	United States	2032828
TRIPLE WINDOW	United States	2050037
TURBO	United States	Pending - 74/236,945
TURBO	United States	Pending - 75/407,053
TURBO FORCE	United States	2331701
TURBO-AIRE	United States	1546287
TWINDOW	United States	1892639
VENTILAIRE	United States	Pending - 76/180,299
WHISPER FLOW	United States	2468127
WHISPER MIST	United States	2263865

DEAD