



07-12-2005



Form PTO-1594 (Rev 6-93)

TRADEMARKS 103038493

Department of Commerce and Trademark Office

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

7-7-05

1. Name of conveying party(ies):
DAYMEN PHOTO MARKETING LP

Individual(s) Association
 General Partnership * Limited Partnership
 Corporations
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
* Security Agreement Change of Name
 Other _____

Execution Date: July 5, 2005

2. Name and address of receiving party(ies):
Name: THE BANK OF NOVA SCOTIA, as administrative agent
Internal Address: PO Box 4085, Station A
Street Address: 40 King Street West
Scotia Plaza, 62nd Floor
City: Toronto, Ontario State: _____ ZIP: M5W 2X6
Country: Canada
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
* Other bank, financial institution 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

4. Application number(s) or trademark number(s): 73/286940, 76/265947, 76/455203, 76/194742, 76/535209, 78/399029, 76/575431, 76/535210, 76/608743, 78/488421, 76/627861, 78/581677, 78/581677, 78/581703, 78/602129 (SEE SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT)

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)	B. Trademark No.(s)
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Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert E. Rude II
Internal Address: Mayer, Brown, Rowe & Maw LLP
Street Address: 1909 K Street, NW
City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 15

7. Total fee (37 CFR 3.41): \$ 390.00
* Enclosed (Check No. 3982)
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

07/12/2005 6TON11 00000096 73286940
01 FC:8521 40.00 OP
02 FC:8522 350.00 OP

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.

Robert E. Rude II [Signature] July 7, 2005
Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 14

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 5, 2005 (this "Agreement"), is made by DAYMEN PHOTO MARKETING LP, a limited partnership formed under the laws of Ontario (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Lenders.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of July 5, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the other Borrowers, the Lenders and the Administrative Agent, the Lenders and the Issuing Lenders have provided the Term Facility, the Revolving Facility and the other financial accommodations to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a General Security Agreement, dated as of July 5, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (11) of Section 4.1 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and each Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and

applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the term "Trademark Collateral" shall not include:

- (i) any rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would (A) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder;
- (ii) any asset, the granting of a security interest in which would be void or illegal under any applicable governmental law, rule or regulation, or pursuant thereto would result in, or permit the termination of, such asset; or
- (iii) any asset subject to a Permitted Lien (other than Liens in favor of the Administrative Agent) to the extent that the grant of other Liens on such asset (A) would result in a breach or violation of, or constitute a default under, the agreement or instrument governing such Permitted Lien, (B) would result in the loss of use of such asset or (C) would permit the holder of such Permitted Lien to terminate the Grantor's use of such asset.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the date on which all Obligations (other than inchoate Obligations) have been paid in full in cash, all Letters of Credit have been terminated or expired (or been cash collateralized), all Hedge Contracts have been terminated or expired (or been cash collateralized) and all Commitments shall have terminated, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.




SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are in addition to and without limitation to the rights and remedies set forth in the Security Agreement.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Section 14 thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an Authorized Signatory as of the date first above written.

<p>100 Spy Court Markham, Ontario L3R 5H6 Canada</p> <p>Attention: Joan Fisher Facsimile: (905)- 944-9401</p>	<p>DAYMEN GP INC., in its capacity as General Partner of DayMen Photo Marketing LP</p> <p>By:  Name: Title:</p>
<p>P.O. Box 4085, Station A 40 King Street West Scotia Plaza, 62nd Floor Toronto, Ontario M5W 2X6 Canada</p> <p>Attention: Managing Director Telephone: (416) 933-2960 Facsimile: (416) 866-3329</p>	<p>THE BANK OF NOVA SCOTIA, as Administrative Agent</p> <p>By:  Name: Jim Beninger Title: Director</p> <p> Stella Luna Associate Director</p>

SCHEDULE I
To Trademark Security Agreement

DAYMEN PHOTO MARKETING LTD.

ITEM A.

COUNTRY	TRADEMARK CLASS	FILING DATE APP. NUMBER	REG. DATE REG. NUMBER
ARGENTINA	LOWEPRO 09	03/06/1996 2,020,000	01/06/1997 1,624,291
ARGENTINA	LOWEPRO AND MOUNTAIN DEVICE 09	11/19/2004 2,555,685	05/27/1996 709408
AUSTRALIA	LOWEPRO 09	05/27/1996 709408	06/07/2001 878462
AUSTRALIA	LOWEPRO AND MOUNTAIN DESIGN 09	06/07/2001 878462	
AUSTRALIA	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	04/05/2005 1049453	
AUSTRALIA	MOUNTAIN DEVICE WITH ORANGE SUN 09	04/05/2005 1049454	
BELARUS	LOWEPRO AND MOUNTAIN DEVICE 09	03/14/2005 20050619	
BRAZIL	LOWEPRO BRAZILIAN CLASS 25.60	03/06/1996 819138991	08/25/1998 819138991
BRAZIL	LOWEPRO AND MOUNTAIN DEVICE 09	11/17/2004 827,077,033	
BRAZIL	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	04/07/2005 827,313,632	
BRAZIL	MOUNTAIN DEVICE WITH ORANGE SUN 09	04/07/2005 827,313,624	
CANADA	LOWEPRO WARES	03/31/1981 0467719	10/23/1981 TMA263683
CANADA	LOWEPRO AND MOUNTAIN DESIGN WARES	07/17/2001 1109649	
CANADA	LOWEPRO AND MOUNTAIN DESIGN WITH ORANGE SUN	04/29/2005 1,255,943	

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COUNTRY	TRADEMARK CLASS	WARES	FILING DATE APP. NUMBER	REG. DATE REG. NUMBER
CANADA	MOUNTAIN DEVICE WITH ORANGE SUN	WARES	04/29/2005 1,255,947	
CHILE	LOWEPRO 09	WARES	12/27/1996 335,674	12/27/1996 475,286
CHILE	LOWEPRO AND MOUNTAIN DEVICE 09	WARES	11/16/2004 666608	
CHINA	LOWEPRO AND MOUNTAIN DESIGN 09	WARES	06/19/2001 2001105811	12/21/2002 1992037
CHINA	LOWEPRO 09	WARES	05/30/2005	
CHINA	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	WARES	05/30/2005	
CHINA	MOUNTAIN DEVICE WITH ORANGE SUN 09	WARES	05/30/2005	
CROATIA	LOWEPRO AND MOUNTAIN DEVICE 09	WARES	03/11/2005 Z20050286A	
CZECH REPUBLIC	LOWEPRO & MOUNTAIN DEVICE 09	WARES	09/25/2002 183974	11/27/2003 258824
EGYPT	LOWEPRO AND MOUNTAIN DEVICE 09	WARES	06/11/2005 176156	
ESTONIA	LOWEPRO AND MOUNTAIN DEVICE 09	WARES	03/04/2005 M2005_00281	
EUROPEAN COMMUNITY TRADEMARK	LOWEPRO AND MOUNTAIN DEVICE 09	WARES	06/28/2001 002280121	09/25/2002 002280121
EUROPEAN COMMUNITY TRADEMARK	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	WARES	04/15/2005 004397733	
EUROPEAN COMMUNITY TRADEMARK	MOUNTAIN DEVICE WITH ORANGE SUN 09	WARES	04/15/2005 004397592	
FRANCE	LOWEPRO 09	WARES	12/08/1992 92/445221	02/07/1994 92/445221
GERMANY	LOWEPRO	WARES	04/04/1986	04/04/1986

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COUNTRY	TRADEMARK CLASS	FILING DATE APP. NUMBER	REG. DATE REG. NUMBER
	09	1099871	1099871
HONG KONG	LOWEPRO AND MOUNTAIN DESIGN 09	06/04/2001 200108924	09/06/2002 11722 of 2002
HONG KONG	LOWEPRO 09	04/06/2005 300397945	
HONG KONG	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	04/06/2005 300397981	
HONG KONG	MOUNTAIN DEVICE WITH ORANGE SUN 09	04/06/2005 300397990	
HUNGARY	LOWEPRO & MOUNTAIN DEVICE 09	10/02/2002 M02 04478	05/03/2004 178 524
INDIA	LOWEPRO 09	05/27/1996 725586	10/04/2004 725586
INDIA	LOWEPRO & MOUNTAIN DESIGN 09	06/15/2001 1017198	
INDONESIA	LOWEPRO 09	05/27/1996 D9610669	08/15/1997 382687
INDONESIA	LOWEPRO AND MOUNTAIN DESIGN 18	07/27/2001 D00. 2001.16253. 16355	
INDONESIA	LOWEPRO AND MOUNTAIN DEVICE 09	06/18/2004 D00.2004.17235.17363	
INDONESIA	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	05/04/2005 D00 2005 003176	
INDONESIA	MOUNTAIN DEVICE WITH ORANGE SUN 09	05/04/2005 D00 2005 003177	
INTER-NATIONAL BENELUX SPAIN ITALY PORTUGAL	LOWEPRO 09	02/07/1993 613662	02/07/1994 613662

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COUNTRY	TRADEMARK CLASS	FILING DATE APP. NUMBER	REG. DATE REG. NUMBER
SWITZERLAND CHINA PRC RUSSIAN FEDERATION IRAN	LOWEPRO AND MOUNTAIN DESIGN 09	01/05/2004 8210736	04/25/2004 110975
ISRAEL	LOWEPRO AND MOUNTAIN DESIGN 09	06/15/2001 149891	05/03/2002 149891
JAPAN	LOWEPRO & MOUNTAIN DEVICE	02/19/1985 60-15269	09/21/1990 2261629
JAPAN	OLD JAPANESE CLASS 21 LOWEPRO & MOUNTAIN DEVICE 09	02/27/2003 2003-015376	11/21/2003 4727898
JAPAN	LOWEPRO 09	04/08/2005 2005-031331	
JAPAN	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	04/08/2005 2005-031329	
JAPAN	MOUNTAIN DEVICE WITH ORANGE SUN 09	04/08/2005 2005-031330	
KOREA	LOWEPRO & MOUNTAIN DEVICE KOREAN CLASS 34	05/10/1994 92-34693	05/10/1994 290031
KOREA	LOWEPRO & MOUNTAIN DEVICE 09	07/08/2003 2003-30870	04/22/2005 615491
KOREA	LOWEPRO 09	04/28/2005 2005-18961	
KOREA	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	04/28/2005 2005-18959	
KOREA	MOUNTAIN DEVICE WITH ORANGE SUN 09	04/28/2005 2005-18960	
LATVIA	LOWEPRO AND MOUNTAIN DEVICE 09	03/03/2005 M-05-332	

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COUNTRY	TRADEMARK CLASS	FILING DATE APP. NUMBER	REG. DATE REG. NUMBER
LITHUANIA	LOWEPRO AND MOUNTAIN DEVICE 09	03/16/2005 2005 0466	
MALAYSIA	LOWEPRO 09	06/21/1996 96/06717	
MALAYSIA	LOWEPRO & MOUNTAIN DESIGN 09	06/22/2001 2001/07809	
MALAYSIA	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	04/14/2005 05005643	
MALAYSIA	MOUNTAIN DEVICE WITH ORANGE SUN 09	04/14/2005 05005644	
MEXICO	LOWEPRO & MOUNTAIN DESIGN 09	07/26/2001 498,490	02/20/2003 779,101
MEXICO	LOWEPRO 09	05/19/2005 718426	
MEXICO	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	05/19/2005 718429	
MEXICO	MOUNTAIN DEVICE WITH ORANGE SUN 09	05/19/2005 718425	
MOROCCO	LOWEPRO & MOUNTAIN DEVICE 09	10/16/2003 89,074	11/07/2003 89,074
NEW ZEALAND	LOWEPRO & MOUNTAIN DESIGN 09	06/15/2001 639734	12/17/2001 639734
NORWAY	LOWEPRO & MOUNTAIN DESIGN 09	09/26/2002 2002 09074	05/02/2003 218724
PAKISTAN	LOWEPRO 09	06/04/1996 135992	10/04/2001 135992
PAKISTAN	LOWEPRO AND MOUNTAIN DEVICE OP	11/19/2004 203039	
PARAGUAY	LOWEPRO AND MOUNTAIN DESIGN 09	11/05/2003 28768 2003	08/19/2004 270548
PERU	LOWEPRO AND MOUNTAIN DESIGN 09	04/04/2003 177466	07/21/2003 90382
PHILIPPINES	LOWEPRO AND MOUNTAIN DESIGN	11/11/2003 4-2003-0010318	

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COUNTRY	TRADEMARK CLASS	FILING DATE APP. NUMBER	REG. DATE REG. NUMBER
POLAND	LOWEPRO AND MOUNTAIN DESIGN 09	10/15/2002 Z-255757	
RUSSIA	LOWEPRO AND MOUNTAIN DESIGN 09	06/18/2001 2001717982	08/20/2003 253397
RUSSIA	LOWEPRO 09	04/07/2005 2005708736	
RUSSIA	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	04/07/2005 2005708738	
RUSSIA	MOUNTAIN DEVICE WITH ORANGE SUN 09	04/07/2005 2005708737	
SAUDI ARABIA	LOWEPRO & MOUNTAIN DEVICE 18	02/11/2004 87654	08/31/2004 743/15
SERBIA AND MONTENEGRO	LOWEPRO AND MOUNTAIN DEVICE 09	03/03/2005 Z 232/05	
SINGAPORE	LOWEPRO 09	06/17/1996 6109/96	06/17/1996 T96/06109D
SINGAPORE	LOWEPRO AND MOUNTAIN DESIGN 09	06/06/2001 T01/07988H	01/29/2003 T01/07988H
SINGAPORE	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	04/20/2005 T05/06462A	
SINGAPORE	MOUNTAIN DEVICE WITH ORANGE SUN 09	04/20/2005 T05/06461C	
SLOVAK REPUBLIC	LOWEPRO AND MOUNTAIN DEVICE 09	10/23/2003 POZ 3097-2003	01/12/2005 208418
SLOVENIA	LOWEPRO AND MOUNTAIN DEVICE 09	03/03/2005 z-200570297	
SOUTH AFRICA	LOWEPRO 09	01/19/1996 96/00654	01/19/1996 96/0654
SOUTH AFRICA	LOWEPRO & MOUNTAIN DEVICE	09/30/2002 2002/15077	

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COUNTRY	TRADEMARK CLASS	FILING DATE APP. NUMBER	REG. DATE REG. NUMBER
SWITZERLAND	LOWEPRO & MOUNTAIN DEVICE 09	10/02/2002 08527/2002	03/18/2003 508 247
TAIWAN	LOWE PRO 09	11/06/1987 00383191	11/16/1987 00383191
TAIWAN	TAIWANESE CLASS 50 LOWEPRO & MOUNTAIN DEVICE 09	04/28/1997 86020844	12/16/1999 00834897
TAIWAN	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09	04/07/2005 94015944	
TAIWAN	MOUNTAIN DEVICE WITH ORANGE SUN 09	04/07/2005 94015945	
THAILAND	LOWEPRO & MOUNTAIN DESIGN 09	08/10/2001 462361	08/10/2001 Kor161173
THAILAND	LOWEPRO 09		
THAILAND	LOWEPRO AND MOUNTAIN DEVICE WITH ORANGE SUN 09		
THAILAND	MOUNTAIN DEVICE WITH ORANGE SUN 09		
TURKEY	LOWEPRO & MOUNTAIN DESIGN 09	06/26/2001 59220-2001/12400	06/10/2005 2001 12400
UKRAINE	LOWEPRO & MOUNTAIN DEVICE 09	09/30/2002 2002098239/T	01/17/2005 46220
UNITED KINGDOM	LOWEPRO 09	02/02/1993 1525747	10/07/1994 B1525747
UNITED STATES	LOWE-PRO 09	11/21/1980 73/286940	09/14/1982 1207957

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COUNTRY	TRADEMARK CLASS	FILING DATE APP. NUMBER	REG. DATE REG. NUMBER
UNITED STATES	LOWEPRO AND MOUNTAIN DESIGN 09	06/01/2001 76/265947	04/15/2003 2706222
UNITED STATES	SUPRI 09 AND 18	08/16/2002 76455203	
UNITED STATES	VISIO 09 AND 18	01/16/2001 76/194742	09/17/2002 2622136
UNITED STATES	REZO 09	08/07/2003 76/535209	01/18/2005 2.919.625
UNITED STATES	PROFICIONADO 09 AND 18	04/08/2004 78/399029	
UNITED STATES	ALL WEATHER AW COVER and DESIGN 09 AND 18	02/12/2004 76/575431	
UNITED STATES	TROPOLIS 09	08/07/2003 76/535210	05/17/2005 2952733
UNITED STATES	THE PACK JACK 09	08/26/2004 76/608743	
UNITED STATES	OVER 30 YEARS OF FIRSTS 09	09/23/2004 78488421	
UNITED STATES	PEAK BY LOWEPRO 09	01/11/2005 76/627861	
UNITED STATES	RIDGE 09	03/07/2005 78581677	
UNITED STATES	SLIDER 09	03/07/2005 78581703	
UNITED STATES	DRYZONE	04/05/2005	