

07-13-2001



**7.5.01**

101776537 HEET  
**TRADEMARKS ONLY**

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

**Submission Type**

New

Resubmission Document ID # \_\_\_\_\_ (Non-Recordation)

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: JUL - 5 2001  
Month Day Year

06/28/2001

GRANT OF TRADEMARK SECURITY INTEREST

**Conveying Party**

Mark if additional names of conveying parties attached

Name: Woods Industries, Inc. Execution Date: 06/28/2001  
Month Day Year

Formerly: \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other: \_\_\_\_\_

Citizenship/State of Incorporation/Organization: Delaware

**Receiving Party**

Mark if additional names of receiving parties attached

Name: Bankers Trust Company, as Agent

DBA/AKA/TA: \_\_\_\_\_

Composed of: \_\_\_\_\_

Address (line 1): One Bankers Trust Plaza

Address (line 2): 130 Liberty Street

Address (line 3): New York City, New York State/Country, 10006 Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

Other: \_\_\_\_\_

Citizenship/State of Incorporation/Organization: Delaware

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).

**FOR OFFICE USE ONLY**

07/13/2001 101776537 00000081 75471801

01 FC:481 40.00 GP  
02 FC:482 925.00 GP

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**

**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="75/471801"/>	<input type="text" value="75/893013"/>	<input type="text" value="76/166484"/>
<input type="text" value="75/893012"/>	<input type="text" value="75/896505"/>	<input type="text" value="76/173368"/>
<input type="text" value="75/877016"/>	<input type="text" value="76/080120"/>	<input type="text"/>

<input type="text" value="2032421"/>	<input type="text" value="1163522"/>	<input type="text" value="1933997"/>
<input type="text" value="1904254"/>	<input type="text" value="1626720"/>	<input type="text" value="2042251"/>
<input type="text" value="1856611"/>	<input type="text" value="1934000"/>	<input type="text" value="1996019"/>

**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.

Priscila E. Castillo  
Name of Person Signing

  
Signature

07/05/2001  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

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

Enter Additional Receiving Party

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

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).

Citizenship/State of Incorporation/Organization

**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)

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1974291	2304405	2098258
1965981	2164282	2107815
1987630	2122021	2347443
1923085	2079800	2317176
2027594	2058090	2386344
2012598	2016484	2412452
2011148	2019917	1478541

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, Woods Industries, Inc.**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, Katy Industries, Inc.**, a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of June 28, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bankers Trust Company ("**BTCo**"), as Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS, Company** may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Rate Exchangers**"); and

**WHEREAS, Grantor** has executed and delivered that certain Subsidiary Guaranty dated as of June 28, 2001 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS, pursuant to the terms of a Security Agreement** dated as of June 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**):**

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service

Grant of Trademark  
Security Interest

LA1:933965.1

**TRADEMARK**  
**REEL: 002327 FRAME: 0729**

marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

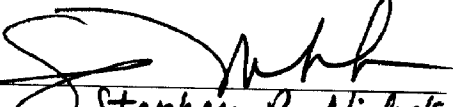
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28 day of June, 2001.

**Woods Industries, Inc.**

By:   
Name: Stephen P. Nicholson  
Title: Assistant Treasurer

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Grant of Trademark  
Security Interest

LA1:933965

**TRADEMARK**  
**REEL: 002327 FRAME: 0731**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Grantor/Owner</b>	<b>Trademark</b>	<b>Status</b>	<b>Docket No.</b>	<b>App. No.</b>	<b>App. Date</b>
Woods Industries, Inc.	Weekend Warrior	Application filed	31999US01	75/471801	April 21, 1998
Woods Industries, Inc.	Moonrays Cast Metal and Design	Application filed	32481US01	75/893012	January 10, 2000
Woods Industries, Inc.	Moonrays Lightscaping Design Series and Design	Application filed	32482US01	75/877016	December 12, 1999
Woods Industries, Inc.	Moonrays Metal and Design	Application filed	32483US01	75/893013	January 10, 2000
Woods Industries, Inc.	Yard Master	Application filed	32498US01	75/896505	January 13, 2000
Woods Industries, Inc.	Design	Application filed	32598US01	76/080120	June 29, 2000
Woods Industries, Inc.	Tight Grip	Application filed	32714US01	76/166484	November 16, 2000
Woods Industries, Inc.	Tradesman	Application filed	32719US01	76/173368	November 30, 2000
Woods Industries, Inc.	Peak Performance	Registered	30008US01	2032421	January 21, 1997
Woods Industries, Inc.	Yardmates	Registered	30025US02	1904254	July 11, 1995
Woods Industries, Inc.	Deckmates	Registered	30131US01	1856611	October 4, 1994
Woods Industries, Inc.	Woods Wire & Design	Registered	30143US01	1163522	August 4, 1981
Woods Industries, Inc.	Tradesman	Registered	30144US01	1626720	December 11, 1990
Woods Industries, Inc.	Travel Surge	Registered	30292US01	1934000	November 7, 1995
Woods Industries, Inc.	Modem Mate	Registered	30295US01	1933997	November 7, 1995
Woods Industries, Inc.	Woods Connecting Your World	Registered	30468US01	2042251	March 4, 1997

Grantor/Owner	Trademark	Status	Docket No.	App. No.	App. Date
Woods Industries, Inc.	Slimline	Registered	30487US01	1996019	August 20, 1996
Woods Industries, Inc.	Slide-Safe	Registered	30523US01	1974291	May 14, 1996
Woods Industries, Inc.	The Power of Innovation	Registered	30524US01	1965981	April 2, 1996
Woods Industries, Inc.	Shop Block	Registered	30586US01	1987630	July 16, 1996
Woods Industries, Inc.	Snap-Shut Safety Covers	Registered	30588US01	1923085	September 26, 1995
Woods Industries, Inc.	Transformer Deck	Registered	30598US01	2027594	December 31, 1996
Woods Industries, Inc.	Gizmo	Registered	30657US01	2012598	October 29, 1996
Woods Industries, Inc.	Gizzo Home Entertainment (Design)	Registered	30658US01	2011148	October 22, 1996
Woods Industries, Inc.	Gizzo Man (Design)	Registered	30659US01	2304405	December 28, 1999
Woods Industries, Inc.	Speaker/Man Speaker Solutions (Design)	Registered	30662US01	2164282	June 9, 1998
Woods Industries, Inc.	Custom Connection	Registered	30667US01	2122021	December 16, 1997
Woods Industries, Inc.	No J-Box Seal	Registered	30730US01	2079800	July 15, 1997
Woods Industries, Inc.	PivotPlug	Registered	30780US02	2058090	April 29, 1997
Woods Industries, Inc.	Easyswitch	Registered	30809US01	2016484	November 12, 1996
Woods Industries, Inc.	Tri-Way Cord	Registered	30810US01	2019917	November 26, 1996
Woods Industries, Inc.	Agri-Pro	Registered	31108US01	2098258	September 16, 1997



Grantor/Owner	Trademark	Status	Docket No.	App. No.	App. Date
Inc.					
Woods Industries, Inc.	LockJaw	Registered	31154US01	2107815	October 21, 1997
Woods Industries, Inc.	Truedata	Registered	31647US01	2347443	May 2, 2000
Woods Industries, Inc.	TrueProtection	Registered	31985US01	2317176	February 8, 2000
Woods Industries, Inc.	TrueData	Registered	32203US01	2386344	September 12, 2000
Woods Industries, Inc.	Moonrays Outdoor Living Series and Design	Registered	32484US01	2412452	December 12, 2000
Woods Industries, Inc.	Moonrays	Registered	32653US01	1478541	March 1, 1988