

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Willert Home Products, Inc.		02/29/2012	CORPORATION: MISSOURI
Super Brands, LLC	FORMERLY Willert Acquisition Company, L.L.C.	02/29/2012	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

Name:	BMO Harris Bank
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Serial Number:	85276602	SEPTOBAC
Registration Number:	2032516	TY-D-BOL FRESH TABS
Registration Number:	3523360	SLA
Registration Number:	3652017	TOSS & CLEAN
Registration Number:	1635942	MOTH-TEK
Registration Number:	4032517	AIRBOSS
Registration Number:	4042225	
Registration Number:	0646620	TY-D-BOL
Registration Number:	1898483	
Registration Number:	3148785	
Registration Number:	1663121	TY-D-BOL BLEACH TABS
Registration Number:	3145589	CLEAN YOU CAN SEE
Registration Number:	2091239	MOTHMASTER

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Registration Number:	2155775	WILLERT
Registration Number:	2220149	ENOZ
Registration Number:	2366171	KEEP IT DRY
Registration Number:	2540418	FIZZTABS
Registration Number:	1881141	PROTECTO
Registration Number:	0505438	ENOZ
Registration Number:	1310096	SAFE SCOUR
Registration Number:	1254582	SNAP TRAP
Registration Number:	0668183	ENOZ MOTH-ICE
Registration Number:	1310097	SUPER SCOUR
Registration Number:	0803283	BOWL FRESH
Registration Number:	0803282	ROACH AWAY
Registration Number:	0788593	FLUSH BRITE
Registration Number:	1589702	BOUQUET AIRE
Registration Number:	1849777	REEFER-GALLER
Registration Number:	3179396	CLIP'N CLEAN

**CORRESPONDENCE DATA**

Fax Number: 3142592020  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 314-259-2000  
Email: susan.murphy@bryancave.com  
Correspondent Name: BRYAN CAVE LLP  
Address Line 1: 211 North Broadway, Suite 3600  
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0331805
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	04/30/2012

Total Attachments: 11  
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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS is made as of the 29th day of February, 2012 by and among WILLERT HOME PRODUCTS, INC., a Missouri corporation with its principal places of business at 4044 Park Avenue, St. Louis, Missouri 63110 and SUPER BRANDS, LLC f/k/a Willert Acquisition Company, L.L.C., a Nevada limited liability company with its principal places of business at \_\_\_\_\_ (collectively "Grantors"), and BMO HARRIS BANK N.A., successor by merger to M&I Marshall & Ilsley Bank ("Agent").

### RECITALS

WHEREAS, Grantors are the owners of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patent applications, and patents set forth on Schedule A attached hereto; and

WHEREAS, Grantors, Agent and the Lenders party thereto entered into a Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, from time to time, the "Amended Credit Agreement"); and

WHEREAS, as a condition to entering into the Amended Credit Agreement, Agent requires that Grantors assign and grant to Agent, for the ratable benefit of the Lenders, a security interest in and lien upon all of Grantors' right, title and interest in and to Grantors' trademarks, trademark registrations, trademark applications, patent applications, patents, and any and all goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Grant of Security Interest. Grantors hereby assign and grant to the Agent, for the ratable benefit of the Lenders, a security interest in, and a lien upon, all of Grantors' right, title and interest in and to (i) all of Grantors' trademarks, trademark registrations, and trademark applications (the "Marks"), set forth on Schedule A attached hereto, (ii) all of Grantors' right, title and interest in and to the patent applications and patents (the "Patents") set forth on Schedule A attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Amended Credit Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

2. Representations and Warranties Concerning Trademarks and Patents. Grantors represent and warrant that Exhibit A hereto includes all of Grantor's pending trademark applications and trademark registrations, and all of the patent applications and patents owned by Grantors, in part or whole, in its own name or as to which Grantor has any colorable claim of ownership as of the date hereof. Each listed trademark application, trademark registration,

patent and patent application is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in Exhibit A, none of the Marks or Patents is the subject of any licensing or franchise agreement. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any Mark or Patent. No action or proceeding is pending or has been threatened which is (i) seeking to limit, cancel or question the validity of any Mark or Patent or Grantors' ownership thereof, or (ii) which, if adversely determined, could have a material adverse effect on the value of any Mark or Patent.

3. Covenants. Grantors covenant and agree with Agent that, from and after the date of this Grant so long as the Amended Credit Agreement is in force:

- (i) Grantors shall (a) continue to use each such Mark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Mark in full force and effect, free from any claim of abandonment for non use, (b) maintain as in the past the same quality of products and services offered under each such Mark, (C) employ each such Mark with the appropriate notice of registration and ownership, (D) not adopt or use any trademark which is confusingly similar to or a colorable imitation of any Mark unless within 30 days after such use or adoption, Agent, for its benefit, shall obtain a perfected security interest in such Mark pursuant to this Grant, and (E) not do any act or omit to do any act whereby any Mark may become invalidated, abandoned, unenforceable, and/or weakened.
- (ii) Grantors will not do any act, or omit to do any act, whereby any patent may become abandoned.
- (iii) Grantors will promptly notify Agent if Grantors know, or have reason to know, that any application relating to any Mark or Patent may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, or any court, tribunal, agency, office, administrative body, and/or other governing authority in any country, as the case may be) regarding Grantors' ownership of any Mark or Patent or its right to register the same or to keep and maintain the same.
- (iv) Whenever Grantors, either by itself or through any agent, employee, licensee or designee, shall file an application for any patent or for the registration of any trademark with the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, Grantors shall report such filing to Agent within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Agent, Grantors shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Agent may request to evidence Agent's security interest in any newly filed patent or trademark application and the


goodwill and general intangibles of Grantors relating thereto or represented thereby, and Grantors hereby constitute Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Amended Credit Agreement is no longer in force.

- (v) Grantors will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Mark and Patent, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.
- (vi) In the event Grantors know or have reason to know that any Mark or Patent included in this Grant is being infringed, misappropriated, or diluted by a third party, Grantors shall promptly notify Agent after they learn thereof and shall promptly sue for infringement, misappropriation or dilution, or take other actions as Grantors shall deem appropriate under the circumstances to protect such Mark or Patent.

4. Miscellaneous. Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not extend to "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise. This Grant of Security Interest in Trademarks and Patents is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Amended Credit Agreement) of the Grantors. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Amended Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Amended Credit Agreement, the provisions of the Amended Credit Agreement shall govern.

IN WITNESS WHEREOF, this Grant of Security Interest in Trademarks and Patents has been executed and delivered by Grantors this \_\_\_ day of \_\_\_\_\_, 2012.

WILLERT HOME PRODUCTS, INC.

By:   
Name: Brian Warner  
Title: Vice President and Secretary

SUPER BRANDS, LLC

By: *Brian M. Warner*  
Name: *Brian M. Warner*  
Title: *Manager*

SCHEDULE A



# WILLERT HOME PRODUCTS, INC.: PATENT PORTFOLIO

1 OF 1

Publication Number	Title	Publication Date	Filing Date	Inventor Name	Assignee / Applicant Name
USD503621	FRAGRANCE DISPENSER BOTTLE	4/5/2005	2/28/2003	Heater; Andrew	Willert Home Products, Inc. (initially assigned to: Neptune Plastics Manufacturing Corporation)
US20120048964A1	SCENT-RELEASING APPARATUS AND METHOD OF MAKING SAME	3/1/2012	8/24/2010	Willert; Bryan Bruce	

Country	TRADEMARK	Owner	Status	Application No.	Filing Date	Reg. No.	Registration Date	Goods
CA	TY-D-BOL	Willert Home Products, Inc.	Registered	0622582	05-Jan-1989	TMA 373 018	07-Sep-1990	Toilet bowl cleaner
CA	TY-D-BOL FRESH TABS	Willert Home Products, Inc.	Registered	748 634	02-Mar-1994	TMA 449 351	27-Oct-1995	Toilet bowl cleaners
CA	TY-D-BOL BLEACH-TABS	Willert Home Products, Inc.	Registered	656 019	23-Apr-1990	TMA 394,718	28-Feb-1992	Toilet bowl cleaners in the nature of solid preparations
CA	SEPTO BAC LIQUID PLUS	Willert Home Products, Inc.	Registered	801 603	12-Jan-1996	TMA 476 605	22-May-1997	Preparations for treating septic tanks and cleaning toilet bowls
CA	SEPTO-BAC	Willert Home Products, Inc.	Registered	250 126	26-Mar-1959	TMA 116 590	15-Jan-1960	A preparation for septic tanks for the introduction of new and stimulation of old bacteria
CN	BOWL FRESH	Willert Home Products, Inc.	Registered	2001115597	02-Jul-2001	1,905,952	21-Sep-2002	Deodorant for use in toilets
CN	ENOZ	Willert Home Products, Inc.	Registered	2001115595	02-Jul-2001	1905954	21-Sep-2002	Fly paper; moth repellents; exterminators; insecticides for household use; air fresheners
CN	WILLERT (and Design)	Willert Home Products, Inc.	Registered	2001115610	02-Jul-2001	1,905,955	21-Sep-2002	Toilet bowl deodorizers; air fresheners; insect repellents; insecticides for household use
CN	WILLERT (and Design)	Willert Home Products, Inc.	Registered	2001115611	02-Jul-2001	1936071	14-Sep-2002	Scrubbing brushes; saucepan scourers; scouring sponges; fly swatters
CN	ENOZ	Willert Home Products, Inc.	Registered	2001115596	02-Jul-2001	1,936,072	07-Dec-2002	Fly traps in the form of strips; fly swatters
DO	WILLERT (AND DESIGN)	Willert Home Products, Inc.	Registered	2010-15098	30-Jun-2010	182601	15-Sep-2010	Toilet bowl cleaners; Toilet bowl deodorizers, air fresheners, insect repellants and insecticides for household use; Saucepan scourers, scouring sponges and fly swatters
DO	BOWL FRESH	Willert Home Products, Inc.	Registered	2010-15097	30-Jun-2010	182747	15-Sep-2010	Deodorant for use in toilets
DO	ENOZ	Willert Home Products, Inc.	Registered	2010-15633	06-Jul-2010	184147	30-Nov-2010	Fly traps in the form of strips and fly swatters

Country	TRADEMARK	Owner	Status	Application No.	Filing Date	Reg. No.	Registration Date	Goods
DO	ENOZ	Willert Home Products, Inc.	Registered	2010-22012	21-Sep-2010	185213	01-Feb-2011	Moth repellants, insecticides for household use
MX	ENOZ	Willert Home Products, Inc.	Registered	683722	21-Oct-2004	864986	17-Dec-2004	Insecticides and moth preventive and exterminator in solid, granular and liquid forms
MX	ROACH AWAY	Willert Home Products, Inc.	Registered	683726	21-Oct-2004	864987	17-Dec-2004	Insecticide
MX	FIZZTAB	Willert Home Products, Inc.	Registered	683723	21-Oct-2004	865256	20-Jan-2005	toilet bowl cleaners and window cleaners
MX	WILLERT & MOTH DESIGN	Willert Home Products, Inc.	Registered	684200	25-Oct-2004	862752	30-Nov-2004	all purpose cleaners
MX	WILLERT & MOTH DESIGN	Willert Home Products, Inc.	Registered	684201	25-Oct-2004	863909	15-Dec-2004	toilet bowl deodorizers, air fresheners, insect repellents and insecticides for household use
MX	WILLERT & MOTH DESIGN	Willert Home Products, Inc.	Registered	684202	25-Oct-2004	867691	22-Feb-2005	scrubbing brushes, saucepan scourers, scouring sponges and fly swatters
MX	WILLERT DE MEXICO	Willert Home Products, Inc.	Registered	695237	04-Jan-2005	871283	28-Feb-2005	All purpose cleaners
MX	WILLERT DE MEXICO	Willert Home Products, Inc.	Registered	695238	04-Jan-2005	869536	24-Feb-2005	Toilet bowl deodorizers, air fresheners, insect repellents and insecticides for household use
MX	WILLERT DE MEXICO	Willert Home Products, Inc.	Registered	695239	04-Jan-2005	869537	24-Feb-2005	Scrubbing brushes, saucepan scourers, scouring sponges and fly swatters
MX	BOWL FRESH	Willert Home Products, Inc.	Registered	154591	16-Nov-1992	469239	11-Aug-1994	Deodorants for toilets and in general all kind of hygiene products, disinfectants, products for the destruction of pests, fungicides, herbicides
MX	CLIP'N CLEAN	Willert Home Products, Inc.	Registered	707941	17-Mar-2005	884003	27-May-2005	Toilet bowl deodorizers and air fresheners
MX	TY-D-BOL	Willert Home Products, Inc.	Registered		12-Sep-1991	408150	18-Mar-1992	Toilet bowl cleaner

Country	TRADEMARK	Owner	Status	Application No.	Filing Date	Reg. No.	Registration Date	Goods
PE	BOWL FRESH	Willert Home Products, Inc.	Registered	274364	20-Jul-1995	020410	16-Oct-1995	All goods in Class 5
PR	TY-D-BOL	Willert Home Products, Inc.	Registered			32,507	02-Mar-1993	Cosmetics and cleaning preparations
US	TY-D-BOL FRESH TABS	Willert Home Products, Inc.	Registered	74/490,594	16-Feb-1994	2,032,516	21-Jan-1997	Toilet bowl cleaning preparations
US	SLA	Willert Home Products, Inc.	Registered	77/288,130	25-Sep-2007	3,523,360	28-Oct-2008	Insecticides
US	TOSS & CLEAN	Willert Home Products, Inc.	Registered	77/344,643	05-Dec-2007	3,652,017	07-Jul-2009	Toilet bowl cleaner
US	MOTH-TEK	Willert Home Products, Inc.	Registered	74/044,779	02-Apr-1990	1,635,942	26-Feb-1991	Moth killing preparation for home use
US	AIRBOSS	Willert Home Products, Inc.	Registered	85/074,625	30-Jun-2010	4,032,517	27-Sep-2011	Air fresheners and air deodorizers for household use
US	MOTH DESIGN	Willert Home Products, Inc.	Registered	85/318,147	11-May-2011	4,042,225	18-Oct-2011	Toilet bowl deodorizers, air fresheners, insect repellents and insecticides for household use
US	TY-D-BOL	Willert Home Products, Inc.	Registered	72/012,053	12-Jul-1956	646,620	04-Jun-1957	Toilet bowl cleaner (or detergent) and room freshener;
US	MAN IN BOAT AND CIRCLE DESIGN	Willert Home Products, Inc.	Registered	74/472,421	22-Dec-1993	1,898,483	13-Jun-1995	Toilet bowl cleaning preparations
US	MAN IN BOAT DESIGN	Willert Home Products, Inc.	Registered	78/769,073	08-Dec-2005	3,148,785	26-Sep-2006	Toilet bowl cleaning preparations
US	TY-D-BOL BLEACH TABS	Willert Home Products, Inc.	Registered	74/071,686	22-Jun-1990	1,663,121	05-Nov-1991	Toilet bowl cleaning preparations
US	SEPTOBAC	Willert Home Products, Inc.	Allowed	85/276,602	25-Mar-2011			Chemicals, namely, an activator for use in septic tanks
US	CLEAN YOU CAN SEE	Willert Home Products, Inc.	Registered	78/769,080	08-Dec-2005	3,145,589	19-Sep-2006	Toilet bowl cleaning preparations
US	MOTHMASTER	Willert Home Products, Inc.	Registered	75/164,535	12-Sep-1996	2,091,239	26-Aug-1997	Insecticides for domestic use and moth repellent preparations

Country	TRADEMARK	Owner	Status	Application No.	Filing Date	Reg. No.	Registration Date	Goods
US	WILLERT (and design)	Willert Home Products, Inc.	Registered	75/218,728	26-Dec-1996	2,155,775	05-May-1998	Toilet bowl cleaners ; Toilet bowl deodorizers, air fresheners, insect repellents and insecticides for household use ; Scrubbing brushes, saucepan scourers, scouring sponges and fly swatters
US	ENOZ	Willert Home Products, Inc.	Registered	75/316,706	30-Jun-1997	2,220,149	26-Jan-1999	fly paper, moth repellants, insecticides for household use and air fresheners ; fly traps in the form of strips and fly swatters
US	KEEP IT DRY	Willert Home Products, Inc.	Registered	75/711,628	21-May-1999	2,366,171	11-Jul-2000	Chemical dehumidifier
US	FIZZTABS	Willert Home Products, Inc.	Registered	76/284,392	10-Jul-2001	2,540,418	19-Feb-2002	Toilet bowl cleaners
US	PROTECTO	Willert Home Products, Inc.	Registered	74/412,542	15-Jul-1993	1,881,141	28-Feb-1995	Deodorizers for toilet bowls, garbage pails, closets, ice boxes, refrigerators, and other household uses
US	ENOZ	Willert Home Products, Inc.	Registered	539290	28-Oct-1947	505438	04-Jan-1989	Insecticides and moth preventive and exterminator in solid, granular and liquid forms
US	SAFE SCOUR	Willert Home Products, Inc.	Registered	73/415,306	28-Feb-1983	1,310,096	18-Dec-1984	Nylon cleaning pads
US	SNAP TRAP (AND DESIGN)	Willert Home Products, Inc.	Registered	73/352,802	03-Mar-1982	1,254,582	18-Oct-1983	Rodent traps
US	ENOZ MOTH-ICE (AND DESIGN)	Willert Home Products, Inc.	Registered	33,063	02-Jul-1957	668,183	14-Oct-1958	Chemical preparations for protection against moths
US	SUPER SCOUR	Willert Home Products, Inc.	Registered	73/415,307	28-Feb-1983	1,310,097	18-Dec-1984	Nylon and terry cleaning pads
US	BOWL FRESH	Willert Home Products, Inc.	Registered	72/195,851	17-Jun-1964	803,283	08-Feb-1986	Deodorant for use in toilets
US	ROACH AWAY	Willert Home Products, Inc.	Registered	195,772	16-Jun-1964	803,282	08-Feb-1966	Insecticide
US	FLUSH BRITE	Willert Home Products, Inc.	Registered	72/195,854	17-Jun-1964	788,593	20-Apr-1985	Cleaning tablets for use in toilet tanks

Country	TRADEMARK	Owner	Status	Application No.	Filing Date	Reg. No.	Registration Date	Goods
US	BOUQUET AIRE	Willert Home Products, Inc.	Registered	73/822,676	31-Aug-1989	1,589,702	03-Apr-1990	Air fresheners
US	REEFER-GALLER	Willert Home Products, Inc.	Registered	74/443,255	04-Oct-1993	1,849,777	16-Aug-1994	Air fresheners, insect repellent, and insecticide for household use
US	CLIP'N CLEAN	Willert Home Products, Inc.	Registered	78/577,277	01-Mar-2005	3,179,396	05-Dec-2006	toilet bowl deodorizers and air fresheners
VE	BOWL FRESH	Willert Home Products, Inc.	Registered	95-10345	18-Jul-1995	193.265-P	03-Jan-1997	Toilet Bowl deodorant
ZA	TY-D-BOL	Willert Home Products, Inc.	Registered		18-Feb-1992	92/1339	18-Feb-1992	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices
ZA	TY-D-BOL	Willert Home Products, Inc.	Registered		18-Feb-1992	92/1340	18-Feb-1992	Pharmaceutical, veterinary and sanitary preparations; dietetic substances adapted for medical use, food for babies; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides