

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Weiman Products, LLC		11/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Madison Capital Funding LLC, as Agent
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	4092639	WEIMAN
Registration Number:	3909624	THE GOOD FEELING OF CLEAN
Registration Number:	3909625	THE GOOD FEELING OF CLEAN
Registration Number:	3939371	NEVER DRY
Registration Number:	3942490	NEVER DRY
Registration Number:	3554551	PERFECT PLANET
Registration Number:	3554552	PERFECT PLANET
Registration Number:	3177434	WEIMAN
Registration Number:	2404290	LUBRICLEAN
Registration Number:	2361968	CUTS-IT
Registration Number:	2193912	WAX AWAY
Registration Number:	1986906	EPI*WASH
Registration Number:	1959072	EPI*SAFE
Registration Number:	1959073	EPI*SOFT

CH \$540.00 4092639

**TRADEMARK**

Registration Number:	1962788	WEIMAN
Registration Number:	1737948	ENZY-CLEAN
Registration Number:	1075793	GR-REAT 'N EASY
Registration Number:	0911990	ROYAL STERLING
Registration Number:	0543388	BURNISHINE
Registration Number:	0569870	GLIDE RITE
Registration Number:	0538704	GLIDE RITE

**CORRESPONDENCE DATA**

Fax Number: 3129021061  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-577-8438  
Email: raquel.haleem@kattenlaw.com  
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-130
NAME OF SUBMITTER:	Raquel Haleem
Signature:	/Raquel Haleem/
Date:	11/22/2013

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 22, 2013 (this "Agreement"), by WEIMAN PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among CC Purchasing Company, LLC, a Delaware limited liability company (together with its successors and assigns, including Grantor, from and after the consummation of the Closing Date Merger, "Borrower"), Agent and the financial institutions from time to time party thereto as lenders (the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and the Lenders have agreed to make loans and other financial accommodations for the benefit of Borrower and its Affiliates;

WHEREAS, Agent and Lenders are willing to make such loans and other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations of Grantor, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing (until all Obligations have been Paid in Full) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) the right to obtain all renewals thereof; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**WEIMAN PRODUCTS, LLC**

By: 

Name: Jeffrey R. Shannon


Title: ~~Vice President, Secretary and Treasurer~~

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005159 FRAME: 0471**

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as  
Agent

By:   
Name: Jennifer Cotton  
Title: Senior Vice President

Trademark Security Agreement

TRADEMARK  
REEL: 005159 FRAME: 0472

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
WEIMAN	4092639	1/31/12
THE GOOD FEELING OF CLEAN	3909624	1/25/11
THE GOOD FEELING OF CLEAN	3909625	1/25/11
NEVER DRY	3939371	4/5/11
NEVER DRY	3942490	4/12/11
PERFECT PLANET	3554551	12/30/08
PERFECT PLANET	3554552	12/30/08
WEIMAN	3177434	11/28/06
LUBRICLEAN	2404290	11/14/00
CUTS-IT	2361968	6/27/00
WAX AWAY	2193912	10/6/98
EPI*WASH	1986906	7/16/96
EPI*SAFE	1959072	2/27/96
EPI*SOFT	1959073	2/27/96
WEIMAN	1962788	3/19/96
ENZY-CLEAN	1737948	12/8/92
GR-REAT 'N EASY	1075793	10/25/77
ROYAL STERLING	0911990	6/8/71
BURNISHINE	0543388	6/5/51
GLIDE RITE	0569870	2/3/53
GLIDE RITE	0538704	2/27/51

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.