

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Continental Commercial Products, LLC		04/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe		
Internal Address:	Floor 20 East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4186880	FUNDAMENTALS	
Registration Number:	4190777	REDEFINING STORAGE	
Serial Number:	86299054	MAGIC MOP	
Serial Number:	86187354	TUFF CAN	
Serial Number:	86187359	PRO TUFF	
Serial Number:	86334693	BULLETPROOF	
Serial Number:	86347888	ERGOTOTE	
Serial Number:	86364252	SILVER WOLF	
Serial Number:	86374450	MICROSPIN	
Serial Number:	86374454		
Registration Number:	3148509	FIBER NATURALS	
Registration Number:	1654164	TRADESMAN	
CORRESPONDENCE DATA			
Fax Number:	3146127874		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3144447600		
Email:	tbranson@lewisrice.com		
TRADEMARK			

OP \$315.00 4186880

Correspondent Name: Terri Branson
Address Line 1: 600 Washington Ave., Suite 2500
Address Line 2: Lewis Rice LLC
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 107218.60368

NAME OF SUBMITTER: Terri Branson

SIGNATURE: /Terri Branson/

DATE SIGNED: 04/07/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of April 7, 2015 and is by Continental Commercial Products, LLC, a Delaware limited liability company ("**Grantor**"), in favor of BMO Harris Bank N.A. ("**Lender**").

RECITALS

A. Grantor, Katy Industries, Inc., a Delaware corporation, 2155735 Ontario Inc., an Ontario corporation, CCP Canada Inc., an Ontario corporation, FTW Holdings, Inc., a Delaware corporation, Fort Wayne Plastics, Inc., an Indiana corporation, and Lender have entered into a Credit and Security Agreement dated as of February 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the Credit Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("**PTO**") on

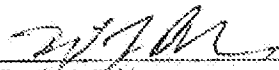
the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Continental Commercial Products, LLC

By: 

David J. Feldman
Chief Executive Officer

Acknowledged

BMO Harris Bank N.A.

By: _____
Jason Hoeller
Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
OF CONTINENTAL COMMERCIAL PRODUCTS, LLC

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Continental Commercial Products, LLC

By: _____
David J. Feldman
Chief Executive Officer

Acknowledged:

BMO Harris Bank N.A.


By: _____
Jason Hoefler
Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
OF CONTINENTAL COMMERCIAL PRODUCTS, LLC

TRADEMARK
REEL: 005493 FRAME: 0571

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Application No. (Serial)/ Registration No.	Date of Filing/ Registration	Jurisdiction
FUNDAMENTALS	Reg. No. 4,186,880	8/7/2012	US
REDEFINING STORAGE	Reg. No. 4,190,777	8/14/2012	US
MAGIC MOP	App. No. 86/299,054	6/3/2014	US
TUFF CAN	App. No. 86/187,354	2/7/2014	US
PRO TUFF	App. No. 86/187,359	2/7/2014	US
BULLETPROOF	App. No. 86/334,693	7/11/2014	US
ERGOTOTE	App. No. 86/347,888	7/25/2014	US
SILVER WOLF	App. No. 86/364,252	8/12/2014	US
MICROSPIN	App. No. 86/374,450	8/22/2014	US
	App. No. 86/374,454	8/22/2014	US
FIBER NATURALS	Reg. No. 3,148,509	9/26/2006	US
TRADESMAN	Reg. No. 1,654,164	8/20/1991	US