

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337759

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:	Victory Park Management, LLC, as Administrative Agent
Street Address:	227 West Monroe Street, Suite 3900
Internal Address:	c/o Victory Park Capital Advisors, LLC
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Serial Number:	86299054	MAGIC MOP
Registration Number:	3119457	WILEN
Registration Number:	1879232	BRUSHWORX
Registration Number:	1879233	CLEAN SWEEP
Registration Number:	2019675	EARTH MOP
Registration Number:	2068036	JEAN CLEAN
Registration Number:	2095951	TIE-FREE
Registration Number:	1359265	HANNAH'S HELPER
Registration Number:	3255485	WAX-O-MATIC
Registration Number:	3422068	KING COTTON
Registration Number:	4122553	ACTIONPRO
Registration Number:	4079638	MUSCLEPRO
Registration Number:	4049366	MUSCLE MOP
Registration Number:	4286129	ERGOFLO
Registration Number:	4377615	POWERWHISPER
Registration Number:	4540494	COLORGUARD
Registration Number:	4488677	WALL HUGGER
Serial Number:	86187354	TUFF CAN

TRADEMARK

Property Type	Number	Word Mark
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:	3083814	COLOSSUS
Registration Number:	2904064	DERMA-TEK
Registration Number:	1465180	CONTINENTAL
Registration Number:	2387165	
Registration Number:	3265467	CONTINENTAL COMMERCIAL PRODUCTS
Registration Number:	3314308	ERGO WORX
Registration Number:	3438129	KLEEN AIRE
Registration Number:	3639582	HUSKEE
Registration Number:	3227484	SUPERKAN
Registration Number:	3194179	KING KAN
Registration Number:	3187448	UNIBODY
Registration Number:	3217600	TILT-N-WHEEL
Registration Number:	3681262	PROTECT PRESERVE CONSERVE
Registration Number:	3681263	IT'S NOT ENOUGH JUST TO MAKE BETTER PROD
Registration Number:	2134746	CONTOUR
Registration Number:	1938783	SAFIRE
Registration Number:	1505970	JOEY
Registration Number:	2165154	FIBER NATURALS
Registration Number:	2198979	WALNUTPAD
Registration Number:	1443264	BACTOGUARD
Registration Number:	2428255	BLUE ICE
Registration Number:	1371339	KLEENFAST
Registration Number:	1916512	P/E PLUS
Registration Number:	3162242	COCOPAD
Registration Number:	4215607	HYDRO COCO
Registration Number:	4192003	SPONGEPRO
Registration Number:	4192002	WIPECLEAN PRO
Registration Number:	1316359	STRUCTOLENE
Registration Number:	1547408	TUFFBIN
Registration Number:	2022049	WORK BIN
Registration Number:	1863438	MICROTRON ABRASIVES, INC.
Registration Number:	3148509	FIBER NATURALS

Property Type	Number	Word Mark
Registration Number:	1953922	PRO DUST H2O
Registration Number:	1807596	MAGIC MOP
Registration Number:	1830672	MICROTRON ABRASIVES
Registration Number:	1696143	HMP
Registration Number:	1663466	HANNAH'S HELPER
Registration Number:	1659583	ROTOTECH
Registration Number:	1654164	TRADESMAN
Registration Number:	4186880	FUNDAMENTALS
Registration Number:	4190777	REDEFINING STORAGE

CORRESPONDENCE DATA

Fax Number: 3146127874

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.

Phone: 3144447600

Email: tbranson@lewisrice.com

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

NAME OF SUBMITTER:	Terri Branson
SIGNATURE:	/Terri Branson/
DATE SIGNED:	04/09/2015

Total Attachments: 9

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE CREDIT PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF APRIL 7, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “**INTERCREDITOR AGREEMENT**”), BY AND BETWEEN BMO HARRIS BANK N.A., AS FIRST LIEN LENDER, AND VICTORY PARK MANAGEMENT, LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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 Victory Park Management, LLC, as administrative agent and collateral agent (in such capacity, the “**Agent**” for the Lenders (as defined in the Credit Agreement)).

RECITALS

A. Grantor, Katy Industries, Inc., a Delaware corporation, FTW Holdings, Inc., a Delaware corporation, Fort Wayne Plastics, Inc., an Indiana corporation, the other Loan Parties party thereto, the financial institutions from time to time party thereto, and Agent have entered into a Second Lien Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have agreed to make loans to 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 Agent, for the ratable benefit of the Credit Parties (as defined in the Credit Agreement), 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 Agent, on behalf of the Credit Parties, 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 Agent, on behalf of the Credit Parties, pursuant to the Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent, on behalf of the Credit Parties, 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

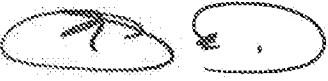
By: 
Name: David V. Feldman
Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 005495 FRAME: 0095

Acknowledged:

Victory Park Management, LLC

By: 

Scott Zernick
Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Country	Trademark	Reg. #	Reg. Date	Owner
US	MAGIC MOP	App. No. 86/299,054	Pending (intent-to-use) – Filing Date June 3, 2014	Continental Commercial Products, LLC
US	WILEN	3119457	July 25, 2006	Continental Commercial Products, LLC
US	BRUSHWORX	1879232	Feb. 14, 1995	Continental Commercial Products, LLC
US	CLEAN SWEEP	1879233	Feb. 14, 1995	Continental Commercial Products, LLC
US	EARTH MOP	2019675	Nov. 26, 2996	Continental Commercial Products, LLC
US	JEAN CLEAN	2068036	June 3, 1997	Continental Commercial Products, LLC
US	TIE-FREE	2095951	Sept. 9, 1997	Continental Commercial Products, LLC
US	HANNAH'S HELPER & Design	1359265	Sept. 10, 1985	Continental Commercial Products, LLC
US	WAX-O-MATIC	3255485	June 26, 2007	Continental Commercial Products, LLC
US	KING COTTON	3422068	May 6, 2008	Continental Commercial Products, LLC
US	ACTIONPRO	4122553	Apr. 3, 2012	Continental Commercial Products, LLC
US	MUSCLEPRO	4079638	Jan. 3, 2012	Continental Commercial Products, LLC
US	MUSCLE MOP	4049366	Nov. 1, 2011	Continental Commercial Products, LLC
US	ERGOFLO	4286129	Feb. 5, 2013	Continental Commercial Products, LLC
US	POWERWHISPER	4377615	July 30, 2013	Continental Commercial Products, LLC
US	COLORGUARD	4540494	May 27, 2014	Continental Commercial Products, LLC

US	WALL HUGGER	4488677	Feb. 25, 2014	Continental Commercial Products, LLC
US	TUFF CAN	App. No. 86/187,354	Pending – Filing Date Feb. 7, 2014	Continental Commercial Products, LLC
US	PRO TUFF	App. No. 86/187,359	Pending (intent-to- use) – Filing Date Feb. 7, 2014	Continental Commercial Products, LLC
US	BULLETPROOF	App. No. 86/334,693	Pending (intent-to- use) – Filing Date July 11, 2014	Continental Commercial Products, LLC
US	ERGOTOTE	App. No. 86/347,888	Pending (intent-to- use) – Filing Date July 25, 2014	Continental Commercial Products, LLC
US	SILVER WOLF	App. No. 86/364,252	Pending (intent-to- use) – Filing Date Aug. 12, 2014	Continental Commercial Products, LLC
US	MICROSPIN	App. No. 86/374,450	Pending (intent-to- use) – Filing Date Aug. 22, 2014	Continental Commercial Products, LLC
US	Wolf Design	App. No. 86/374,454	Pending (intent-to- use) – Filing Date Aug. 22, 2014	Continental Commercial Products, LLC
US	COLOSSUS	3083814	Apr. 18, 2006	Continental Commercial Products, LLC
US	DERMA-TEK	2904064	Nov. 23, 2004	Continental Commercial Products, LLC
US	CONTINENTAL	1465180	Nov. 17, 1987	Continental Commercial Products, LLC

US	C & Globe Design	2387165	Sept. 19, 2000	Continental Commercial Products, LLC
US	CONTINENTAL COMMERCIAL PRODUCTS & Globe Design	3265467	July 17, 2007	Continental Commercial Products, LLC
US	ERGO WORX	3314308	Oct. 16, 2007	Continental Commercial Products, LLC
US	KLEEN AIRE	3438129	May 27, 2008	Continental Commercial Products, LLC
US	HUSKEE	3639582	June 16, 2009	Continental Commercial Products, LLC
US	SUPERKAN	3227484	Apr. 10, 2007	Continental Commercial Products, LLC
US	KING KAN	3194179	Jan. 2, 2007	Continental Commercial Products, LLC
US	UNIBODY	3187448	Dec. 19, 2006	Continental Commercial Products, LLC
US	TILT-N-WHEEL	3217600	Mar. 13, 2007	Continental Commercial Products, LLC
US	PROTECT PRESERVE CONSERVE	3681262	Sept. 8, 2009	Continental Commercial Products, LLC
US	IT'S NOT ENOUGH JUST TO MAKE BETTER PRODUCTS. WE'RE FINDING WAYS TO MAKE BETTER PRODUCTS...BETTER	3681263	Sept. 8, 2009	Continental Commercial Products, LLC
US	CONTOUR	2134746	Feb. 3, 1998	Continental Commercial Products, LLC
US	SAFIRE	1938783	Nov. 28, 1995	Continental Commercial Products, LLC
US	JOEY	1505970	Sept. 27, 1988	Continental Commercial Products, LLC
US	FIBER NATURALS & Design	2165154	June 16, 1998	Continental Commercial Products, LLC
US	WALNUTPAD	2198979	Oct. 20, 1998	Continental Commercial Products, LLC
US	BACTOGUARD	1443264	June 16, 1987	Continental Commercial Products, LLC
US	BLUE ICE	2428255	Feb. 13, 2001	Continental Commercial Products, LLC

US	KLEENFAST	1371339	Nov. 19, 1985	Continental Commercial Products, LLC
US	P/E PLUS	1916512	Sept. 4, 1995	Continental Commercial Products, LLC
US	COCOPAD	3162242	Oct. 24, 2006	Continental Commercial Products, LLC
US	HYDRO COCO	4215607	Sept. 25, 2012	Continental Commercial Products, LLC
US	SPONGEPRO	4192003	Aug. 14, 2012	Continental Commercial Products, LLC
US	WIPECLEAN PRO	4192002	Aug. 14, 2012	Continental Commercial Products, LLC
US	STRUCTOLENE	1316359	Jan 29, 1985	Continental Commercial Products, LLC
US	TUFFBIN	1547408	July 11, 1989	Continental Commercial Products, LLC
US	WORK BIN	2022049	Dec. 10, 1996	Continental Commercial Products, LLC
US	MICROTRON ABRASIVES, INC.	1863438	Nov. 22, 1994	Continental Commercial Products, LLC
US	FIBER NATURALS	3148509	Sept. 26, 2006 (EXPIRED)	Continental Commercial Products, LLC (Last Listed Owner of Record)
US	PRO DUST H2O	1953922	Feb. 2, 1996 (EXPIRED)	Continental Commercial Products, LLC (Last Listed Owner of Record)
US	MAGIC MOP	1807596	Nov. 30, 1993 (EXPIRED)	Continental Commercial Products, LLC (Last Listed Owner of Record)
US	MICROTRON ABRASIVES	1830672	April 12, 1994 (EXPIRED)	Continental Commercial Products, LLC (Last Listed Owner of Record)
US	HMP	1696143	June 23, 1992 (EXPIRED)	Continental Commercial Products, LLC (Last Listed Owner of Record)
US	HANNAH'S HELPER	1663466	Nov. 5, 1991 (EXPIRED)	Continental Commercial Products, LLC (Last Listed Owner of Record)
US	ROTOTECH	1659583	Oct. 8, 1991 (EXPIRED)	Continental Commercial Products, LLC (Last Listed Owner of Record)
US	TRADESMAN	1654164	Aug. 20, 1991 (EXPIRED)	Continental Commercial Products, LLC (Last Listed Owner of Record)

US	FUNDAMENTALS	4186880	August 7, 2012	Continental Commercial Products, LLC
US	REDEFINING STORAGE	4190777	August 14, 2012	Continental Commercial Products, LLC