FORM PTO-1618A U.S. Department of Commerce Expires 06/30/99 OMB 0651-0027 07-13-2001 Patent and Trademark Office **TRADEMARK HEET** - 5 TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) Submission Type Conveyance Type **Assignment** License New Resubmission (Non-Recordation) **Security Agreement Nunc Pro Tunc Assignment** Document ID # **Effective Date** Correction of PTO From Merger Month Day Year Frame # Reel # Corrective Document 06/28/2001 **Change of Name** Reel # Frame # Χ **GRANT OF TRADEMARK SECURITY INTEREST** Other Mark if additional names of conveying parties attached **Conveying Party Execution Date** Month Day Year GC/Waldom Electronics, Inc. 06/28/2001 Formerly Limited Partnership Corporation Association Individual General Partnership Other Delaware Citizenship/State of Incorporation/Organization Receiving Party Mark if additional names of receiving parties attached Bankers Trust Company, as Agent DBA/AKA/TA Composed of Address (line 1) One Bankers Trust Plaza Address (line 2) 130 Liberty Street New York 10006 Address (line 3) New York State/Country Zip Code City If document to be recorded is an Limited Partnership General Partnership Individual assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Corporation Association Х representative should be attached. (Designation must be a separate

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Delaware

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.

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

document from Assignment).

12/2001 TD. HZ1

FC:481 FC:488 Other

Citizenship/State of Incorporation/Organization

00000087 74530956

FORM PTO-1618B Expires 06/30/99 OMB 0651-0027	F	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK	
Domestic Representat	ive Name and Address	Enter for the First Recei		
Name				
Address (line 1)				
Address (line 2)				
Address (line 3)				
Address (line 4)				
Correspondent Name	and Address Area Cod	e and Telephone Number 2	213-430-6655	
Name Priscila E. (
Address (line 1) O'Melveny	& Myers LLP			
Address (line 2) 400 South I	Hope Street			
Address (line 3) Los Angele	s, California 90071-2898			
Address (line 4)				
Pages Enter the trincluding a	otal number of pages of the attacency attachments.	ched conveyance document	# 5	
Enter either the Trademark Applic	Number(s) or Registration Number or the Registration Number or the Registration Nuication Number(s)	ımber (DO NOT ENTER BOTH num		d
	12,650		ation Number(s) ,284,310 2,048,657	
75/002,547 75/70	02,878	2,053,779 2,	,025,058 2,007,902	
75/512,556 75/7	15,947	2,034,693 2,	,025,059 2,045,439	
Number of Properties	Enter the total number	of properties involved.	# 21	
Fee Amount	Fee Amount for Properties	Listed (37 CFR 3.41):	\$ 540.00	
Method of Payment: Deposit Account	Enclosed X	Deposit Account		
	osit account or if additional fees can	be charged to the account.) Deposit Account Number:	#	
	Authorization	on to charge additional fees:	Yes No No	
is a true copy of the c	Ire owledge and belief, the foregoing original document. Charges to d		as indicated herein.	
Priscila E. Castillo Name of Person S	Signing VIVV	Signature	07/05/2001 Date Signed	

TRADEMARK **REEL: 002327 FRAME: 0708** FORM PTO-1618C Expires 06/30/99 OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

3.11.5 000 1 002 1	TI	RADEMARKS ONLY	TRADEMARK
Conveying Pa	arty	Mark if additional names of co	nveying parties attached Execution Date
Name			Month Day Year
Formerly			
Individual	General Partnership	Limited Partnership	Corporation Association
Other			
Citizenship/S	State of Incorporation/Organization		
Receiving Par	rty celving Party	Mark if additional names of red	ceiving parties attached
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	If document to be recorded is an assignment and the receiving party
Corporation	Association		is not domiciled in the United States, an appointment of a domestic representative should be attached.
Other			(Designation must be a separate document from the Assignment).
Citizenship/S	State of Incorporation/Organization		
Trademark App	olication Number(s) or Re	gistration Number(s)	Mark if additional numbers attached
		e Registration Number (DO NOT ENTER E	
Tradem	nark Application Number(s)		stration Number(s)
		2,026,516	
		2,031,637	
		2,023,456	
		2,117,276	
		2,247,962	
		2,320,548	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, GC/Waldom Electronics, 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 guarantied 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

LA1:933877.1

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.

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Grant of Trademark Security Interest 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.

GC/Waldom Electronics, Inc.

Name:

itle: Rosis

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Grant of Trademark Security Interest

SCHEDULE A TO GRANT OF TRADEMARK SECURITY INTEREST

Grantor	Trademark Description	Status	Appln/Reg Number
GC/Waldom Electronics,	THORSEN HOT FORCED	ALLOWED TO	665,346
Inc.	TOOLS OAKLAND and	EXPIRE	
GC/Waldom Electronics,	Design GC ELECTRONICS	SUSPENDED	74/530,956
Inc.	de lele ikonies	PENDING	74/330,730
		TRADEMARK	
		CANCELLATION	
GC/Waldom Electronics,	TTC THORSEN TOOL and	ABANDONED	74/530,957
Inc.	Design		
GC/Waldom Electronics,	THORSEN ALLIED and	ABANDONED	74/533,061
Inc.	Design	PECICAEDED	2 052 770
GC/Waldom Electronics,	GC THORSEN	REGISTERED	2,053,779
Inc. GC/Waldom Electronics,	EPITOME	REGISTERED	2,034,693
Inc.	EFITOME	REGISTERED	2,034,093
GC/Waldom Electronics,	THE CLEAR CHOICE	REGISTERED	2,284,310
Inc.	The element of the leavest of the le		
GC/Waldom Electronics,	THORSELECT	ABANDONED	74/699,619
Inc.			
GC/Waldom Electronics,	JIF-ACTION	REGISTERED	2,025,058
Inc.			
GC/Waldom Electronics,	SPRA-LUBE	REGISTERED	2,025,059
Inc.	DIVI AD DIVID	DECICEEDED	2049 (57
GC/Waldom Electronics,	PULLAR BLUE	REGISTERED	2,048,657
Inc. GC/Waldom Electronics,	BIG BATH	REGISTERED	2,007,902
Inc.	BIGBATTI	REGISTERED	2,007,702
GC/Waldom Electronics,	AIR THORSEN	REGISTERED	2,045,439
Inc.			
GC/Waldom Electronics,	AIRJET	REGISTERED	2,026,516
Inc.			
GC/Waldom Electronics,	SPRA KLEEN	ABANDONED	74/699,224
Inc.			
GC/Waldom Electronics,	SUPERLINK	REGISTERED	2,031,637
Inc.		DECICTEDED	2 022 456
GC/Waldom Electronics,	GC BOND	REGISTERED	2,023,456
Inc.	GC TOOL	REGISTERED	2,117,276
GC/Waldom Electronics,	GC TOOL	REGISTERED	2,117,270
Inc.	GC SWITCH	PENDING	75/002,547
GC/Waldom Electronics, Inc.	GC SWITCH	ILIMING	75,002,517
GC/Waldom Electronics,	GC PROFESSIONAL	REGISTERED	2,247,962
Inc.			, , , -

Grantor	Trademark Description	Status	Appin/Reg Number
GC/Waldom Electronics,	THE ART OF LISTENING	APPLICATION	DECEMBERS HAVE LEARNED BY
Inc.		NEVER FILED PER	
		CLIENT	
GC/Waldom Electronics, Inc.	FREEZE MIST	PENDING	75/512,556
GC/Waldom Electronics,	GC BATH	REGISTERED	2,320,548
Inc.			
GC/Waldom Electronics,	JIFFY BATH	PENDING	75/512,650
Inc.			
GC/Waldom Electronics,	GC/WALDOM	PENDING	75/702,878
Inc.	ELECTRONICS		
GC/Waldom Electronics,	WALDOM	SUSPENDED	75/715,947
Inc.		PENDING RECEIPT	
		OF	
		CERTIFICATION	
		OF NAME CHANGE	

RECORDED: 07/05/2001