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TRADEMARKS ONLY

<input checked="" type="checkbox"/> Other	GRANT OF TRADEMARK SECURITY INTEREST
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Delaware

Delaware

TRADEMARK
REEL: 002327 FRAME: 0707

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:

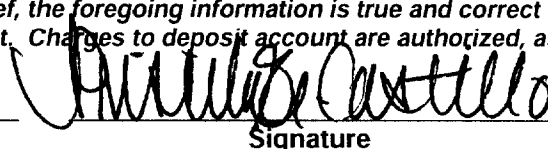
Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Priscila E. Castillo

Name of Person Signing



Signature

07/05/2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

☐ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>

2,026,516	<input type="text"/>	<input type="text"/>
2,031,637	<input type="text"/>	<input type="text"/>
2,023,456	<input type="text"/>	<input type="text"/>
2,117,276	<input type="text"/>	<input type="text"/>
2,247,962	<input type="text"/>	<input type="text"/>
2,320,548	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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 guaranteed 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

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.

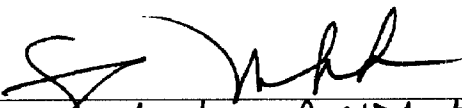
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests 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.

[The remainder of this page intentionally left blank.]

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.

By: 
Name: Stephen P. Nicholson
Title: Assistant Treasurer

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Grant of Trademark
Security Interest

LA1:933877

TRADEMARK
REEL: 002327 FRAME: 0712

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Grantor	Trademark Description	Status	Appln/Reg Number
GC/Waldom Electronics, Inc.	THORSEN HOT FORCED TOOLS OAKLAND and Design	ALLOWED TO EXPIRE	665,346
GC/Waldom Electronics, Inc.	GC ELECTRONICS	SUSPENDED PENDING TRADEMARK CANCELLATION	74/530,956
GC/Waldom Electronics, Inc.	TTC THORSEN TOOL and Design	ABANDONED	74/530,957
GC/Waldom Electronics, Inc.	THORSEN ALLIED and Design	ABANDONED	74/533,061
GC/Waldom Electronics, Inc.	GC THORSEN	REGISTERED	2,053,779
GC/Waldom Electronics, Inc.	EPITOME	REGISTERED	2,034,693
GC/Waldom Electronics, Inc.	THE CLEAR CHOICE	REGISTERED	2,284,310
GC/Waldom Electronics, Inc.	THORSELECT	ABANDONED	74/699,619
GC/Waldom Electronics, Inc.	JIF-ACTION	REGISTERED	2,025,058
GC/Waldom Electronics, Inc.	SPRA-LUBE	REGISTERED	2,025,059
GC/Waldom Electronics, Inc.	PULLAR BLUE	REGISTERED	2,048,657
GC/Waldom Electronics, Inc.	BIG BATH	REGISTERED	2,007,902
GC/Waldom Electronics, Inc.	AIR THORSEN	REGISTERED	2,045,439
GC/Waldom Electronics, Inc.	AIRJET	REGISTERED	2,026,516
GC/Waldom Electronics, Inc.	SPRA KLEEN	ABANDONED	74/699,224
GC/Waldom Electronics, Inc.	SUPERLINK	REGISTERED	2,031,637
GC/Waldom Electronics, Inc.	GC BOND	REGISTERED	2,023,456
GC/Waldom Electronics, Inc.	GC TOOL	REGISTERED	2,117,276
GC/Waldom Electronics, Inc.	GC SWITCH	PENDING	75/002,547
GC/Waldom Electronics, Inc.	GC PROFESSIONAL	REGISTERED	2,247,962

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

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