

07-13-2001



RECORD # 101776540
TRADEMARKS ONLY

7.5.01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID # (Non-Recordation)

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Effective Date
Month Day Year
 06/28/2001

Other GRANT OF TRADEMARK SECURITY INTEREST

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 06/28/2001

Name Contico International, L.L.C.

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Bankers Trust Company, as Agent

DBA/AKA/TA

Composed of

Address (line 1) One Bankers Trust Plaza

Address (line 2) 130 Liberty Street

Address (line 3) New York New York 10006
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

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 Assignment).

FOR OFFICE USE ONLY

07/12/2001 TDIAZ1 00000084 75918107

01 FC:481 40.00 DP

02 FC:482 575.00 GP

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

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)

<input type="text" value="75/918,107"/>	<input type="text" value="75/939,418"/>	<input type="text" value="75/672,747"/>	<input type="text" value="1,822,425"/>	<input type="text" value="1,945,603"/>	<input type="text" value="2,387,165"/>
<input type="text" value="75/896,143"/>	<input type="text" value="75/887,397"/>	<input type="text"/>	<input type="text" value="1,428,387"/>	<input type="text" value="1,899,898"/>	<input type="text" value="1,942,745"/>
<input type="text" value="76/009,598"/>	<input type="text" value="75/672,746"/>	<input type="text"/>	<input type="text" value="1,465,180"/>	<input type="text" value="1,942,744"/>	<input type="text" value="2,021,146"/>

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

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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1,316,359	2,022,049	<input type="text"/>
1,316,358	<input type="text"/>	<input type="text"/>
1,654,164	<input type="text"/>	<input type="text"/>
1,448,359	<input type="text"/>	<input type="text"/>
1,547,408	<input type="text"/>	<input type="text"/>
1,547,412	<input type="text"/>	<input type="text"/>
1,772,675	<input type="text"/>	<input type="text"/>

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Contico International, L.L.C., a Delaware limited liability company ("**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.

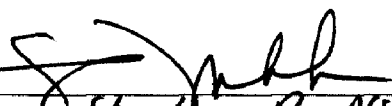
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests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

Contico International, L.L.C.

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

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

Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date
Contico International, L.L.C.	ADJUST-O-SPRAY	Common Law		
Contico International, L.L.C.	ALTA 5000	Common Law		
Contico International, L.L.C.	AMAZON CART	Common Law		
Contico International, L.L.C.	AMBI	Common Law		
Contico International, L.L.C.	BACKSAVER	Common Law		
Contico International, L.L.C.	BOWL-SCRUBBA	Common Law		
Contico International, L.L.C.	BUDDY BOX	Common Law		
Contico International, L.L.C.	CAN-SCENT	Common Law		
Contico International, L.L.C.	CLASSIC CREATIONS	Published	75/918107 14-Feb-2000	
Contico International, L.L.C.	CONTICO	Registered	74/327330 02-Nov-1992	1,822,425 22-Feb-1994
Contico International, L.L.C.	CONTICO	Registered	73/429614 10-Jun-1983	1,428,387 10-Feb-1987
Contico International, L.L.C.	CONTINENTAL	Registered	73/429613 10-Jun-1983	1,465,180 17-Nov-1987
Contico International, L.L.C.	CONTINENTAL DESIGNS	Suspended	75/896143 13-Jan-2000	
Contico International, L.L.C.	CONTROL-O-ROLL	Common Law		
Contico International, L.L.C.	CRYSTAL BLUE	Common Law		
Contico International, L.L.C.	DEODOSCREEN	Common Law		
Contico International, L.L.C.	DO-ALL	Common Law		
Contico International, L.L.C.	DOLLY SPRAYER	Common Law		
Contico International, L.L.C.	DUST BEATER	Common Law		
Contico International, L.L.C.	DUST MAID	Common Law		
Contico International, L.L.C.	GARDEN HELPER	Common Law		
Contico International, L.L.C.	GOLDEN GLOVE	Common Law		

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Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date
L.L.C.				
Contico International, L.L.C.	GOLDEN MAGNET	Common Law		
Contico International, L.L.C.	GOLDENBRAND	Common Law		
Contico International, L.L.C.	GOLF CADDY	Common Law		
Contico International, L.L.C.	HANDI-HOLD	Common Law		
Contico International, L.L.C.	HANDI-KIT	Common Law		
Contico International, L.L.C.	HANDI-SCRUB	Common Law		
Contico International, L.L.C.	HI GOLD DUSTER	Common Law		
Contico International, L.L.C.	HOME ESSENTIALS	Pending	76/009598 27-Mar-2000	
Contico International, L.L.C.	HUSKEE (folding cart)	Common Law		
Contico International, L.L.C.	HUSKEE (sprayer)	Common Law		
Contico International, L.L.C.	HUSKEE (tilt trucks)	Common Law		
Contico International, L.L.C.	HUSKEE (waste receptacle)	Common Law		
Contico International, L.L.C.	HUSKEE SQUARES	Common Law		
Contico International, L.L.C.	INSIGHT	Abandoned	75/848,783 15 Nov-1999	
Contico International, L.L.C.	JUMBO-MAXI	Common Law		
Contico International, L.L.C.	KING KAN	Common Law		
Contico International, L.L.C.	KING SPEEDY	Common Law		
Contico International, L.L.C.	KLEEN & Design	Common Law		
Contico International, L.L.C.	KLEEN AIRE	Common Law		
Contico International, L.L.C.	KLEEN MIST II	Common Law		
Contico International, L.L.C.	KLEEN_SCREEN	Common Law		
Contico International, L.L.C.	KRISTALSET	Common Law		
Contico International, L.L.C.	MASTER	Common Law		
Contico International, L.L.C.	MEGA POTS	Registered but to be	74,621,974	1,945,603

Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date
L.L.C.		abandoned	11-Jan-1995	2-Jan-1996
Contico International, L.L.C.	MEGA POTS	Registered but to be abandoned	74.450,219 25-Oct-1993	1,899,898 13-Jun-1995
Contico International, L.L.C.	MEGA POTS	Registered but to be abandoned	74,621,966 11-Jan-1995	1,942,744 19-Dec-1995
Contico International, L.L.C.	MIGHTY MIDGET	Common Law		
Contico International, L.L.C.	Miscellaneous Design	Registered	75/636779 08-Feb-1999	2,387,165 19-Sep-2000
Contico International, L.L.C.	MP & Design			1,942,745 19-Dec-1995
Contico International, L.L.C.	NEW GENERATION	Published	75/939418 09-Mar-2000	
Contico International, L.L.C.	OCTAPUS	Common Law		
Contico International, L.L.C.	OUNC-A-MATICS	Common Law		
Contico International, L.L.C.	PRODUCTS FOR A CLEANER WORLD	Common Law		
Contico International, L.L.C.	PROSAFE	Common Law		
Contico International, L.L.C.	PRO-SPRAYER	Common Law		
Contico International, L.L.C.	PUR	Common Law		
Contico International, L.L.C.	PURO-MINT	Common Law		
Contico International, L.L.C.	PUT A LID ON IT	Registered	74/450220 25-Oct-1993	2,021,146 03-Dec-1996
Contico International, L.L.C.	SIGMA	Common Law		
Contico International, L.L.C.	SILVERBRAND	Common Law		
Contico International, L.L.C.	SMOOTHLINE	Common Law		
Contico International, L.L.C.	SOILSORB	Common Law		
Contico International, L.L.C.	SPORTS GUARDS	Abandoned 08/13/99	75/511,177 06/30/98	
Contico International, L.L.C.	STACK N'NEST	Common Law		
Contico International, L.L.C.	STORE N STOW	Published	75/887397 04-Jan-2000	
Contico International, L.L.C.	STRUCTOCART	Common Law		
Contico International, L.L.C.	STRUCTOLENE	Registered	73/431818 24-Jun-1983	1,316,359 29-Jan-1985
Contico International, L.L.C.	SUPER "C"	Common Law		

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Registered Owner	Trademark Description	Status	Application Number/Date	Registration Number/Date
L.L.C.				
Contico International, L.L.C.	SUPERKAN	Common Law		
Contico International, L.L.C.	SUPERLENE	Registered	73/431817 24-Jun-1983	1,316,358 29-Jan-1985
Contico International, L.L.C.	SWINGLINE	Common Law		
Contico International, L.L.C.	THE 49 CART	Common Law		
Contico International, L.L.C.	TILT-N-TURN	Common Law		
Contico International, L.L.C.	TILT-N-WHEEL	Common Law		
Contico International, L.L.C.	TITANIUM TUFF	Published	75/672746 01-Apr-1999	
Contico International, L.L.C.	TRADESMAN	Registered	74/031840 23-Feb-1990	1,654,164 20-Aug-1991
Contico International, L.L.C.	TREASURE TRUNK	Common Law		
Contico International, L.L.C.	TRICONES	Common Law		
Contico International, L.L.C.	TUFF BOX	Registered	74/614162 11-Aug-1986	1,448,359 21-Jul-1987
Contico International, L.L.C.	TUFFBIN	Registered	73/754563 28-Sep-1988	1,547,408 11-Jul-1989
Contico International, L.L.C.	TUFFCRATE	Common Law		
Contico International, L.L.C.	TUFF-E	Registered	73/755897 29-Sep-1988	1,547,412 11-Jul-1989
Contico International, L.L.C.	VACUUM AIRE	Common Law		
Contico International, L.L.C.	VALUE TUFF	Pending	75/672747 01-Apr-1999	
Contico International, L.L.C.	WIZARD	Common Law		
Contico International, L.L.C.	WORK BIN			1,772,675 05/18/93
Contico International, L.L.C.	WORK BIN	Registered	75/035859 22-Dec-1995	2,022,049 10-Dec-1996

Foreign Trademarks:

Registered Owner	Trademark Description	Status	Application Number/Date	Country
Contico International, L.L.C.	C + GLOBE DESIGN	Registered	309826 22-Dec-1967	Canada

Registered Owner	Trademark Description	Status	Application Number/Date	Country
Contico International, L.L.C.	CONTICO	Registered	2171543 08-Jul-1998	United Kingdom