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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Bankers Trust Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Wilen Products, Inc.
 Internal
 Address: _____

Street Address: 765 Straits Turnpike, Ste. 2000
 City: Middlebury State: CT Zip: 06762

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: February 3, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/412,663,
75/666,376, 75/531,816

B. Trademark Registration No.(s) 1,659,583
1,815,434, 1,696,143, 1,703,336

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kira Goodloe
 Internal Address: Hunton & Williams

Street Address: 600 Peachtree Street, NE,
Suite 4100

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....\$ 540.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Kira Goodloe Kira Goodloe 3-25-03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

03/27/2003 6TON11 00000161 75412663
 01 FC:8521 40.00 OP
 02 FC:8522 500.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002699 FRAME: 0627

SCHEDULE A

Grantor/Owner	Trademark	Status	Appln Number	Filing Date	Trademark Regist. No.
Wilco Products, Inc.	ROTOTECK	Registered	74/108,068	10/22/1990	1,659,588
Wilco Products, Inc.	QUICK FINISH	Registered	74/310,645	9/3/1992	1,815,494
Wilco Products, Inc.	HMP&DESIGN	Registered	74/187,906	7/19/1991	1,696,143
Wilco Products, Inc.	JANSAN & DESIGN	Registered	74/184,237	7/11/1991	1,703,336
Wilco Products, Inc.	PRO DUST H2O	Registered	74/342,199	12/22/1992	1,953,922
Wilco Products, Inc.	MAGIC MOP	Registered	74/341,895	12/21/1992	1,807,596
Wilco Products, Inc.	BRUSHWORX	Registered	74/358,940	2/16/1993	1,879,232
Wilco Products, Inc.	CLEAN SWEEP	Registered	74/362,955	3/1/1993	1,879,233
Wilco Products, Inc.	KING KOTTON & DESIGN	Registered	71/104,900	7/7/1917	120,022
Wilco Products, Inc.	BACK2BACK	Registered	74/377,362	4/8/1993	1,851,929
Wilco Products, Inc.	HUSKY	Registered	74/535,356	6/9/1994	2,087,980
Wilco Products, Inc.	EARTH MOP	Registered	74/580,508	9/30/1994	2,019,675
Wilco Products, Inc.	PAD DRIVER PLUS	Registered	74/612,144	12/19/1994	2,088,026
Wilco Products, Inc.	METAL LITE	Registered	74/633,642	2/13/1995	2,044,521
Wilco Products, Inc.	TIE-FREE	Registered	75/058,616	2/14/1996	2,095,951
Wilco Products, Inc.	MICROFLEX	Registered	75/063,165	2/22/1996	2,169,994
Wilco Products, Inc.	JEAN CLEAN	Registered	75/063,163	2/22/1996	2,068,036
Wilco Products, Inc.	DUAL DUTY	Registered	75/206,411	12/2/1996	2,162,856
Wilco Products, Inc.	COLOR GUARD	Pending	75/412,663	12/24/1997	N/A
Wilco Products, Inc.	CHEF TEK	Published	75/666,376	3/23/1999	N/A
Wilco Products, Inc.	WE MAKE IT EASY TO CLEAN	Pending	75/531,816	8/6/1998	N/A

Grantor/Owner	MARK	Status	Filing/Reg. Date	App./Registration No.
Wilco Products, Inc.	CLEAN SWEEP	Abandoned 10/08/97 (Renewal) Saegis Search - still registered (Wilco Manufacturing Co., Inc.)	10/08/87	1,7904
Wilco Products, Inc.	EASY REACH	Abandoned 06/20/94 - After Inter-Partes Decision (The Wilco Companies, Incorporated)	12/22/92	74,342,198
Wilco Products, Inc.	FAN-TASTIC MOP	Expired (Wilco Manufacturing Co., Inc.)	12/08/70	903,864
Wilco Products, Inc.	MUSCLE MOP	Pending: Suspended (Wilco Products, Inc.)	12/11/97	75,403,854
Wilco Products, Inc.	PADDRIVER PLUS	Found on Saegis Search - Abandoned 01/05/95 (The Wilco Companies, Incorporated)	03/11/93	74,367,044
Wilco Products, Inc.	RATCHET WRINGER	Abandoned 09/21/99 - Failure to Respond (The Wilco Companies, Incorporated)	07/13/98	75,517,866

RELEASE OF SECURITY INTEREST OF TRADEMARKS

This Release of Security Interest of Trademarks is dated as of February 3, 2003. Reference is hereby made to the Grant of Trademark Security Interest (the "Grant"), dated as of June 28, 2001, by and among, Wilen Products, Inc. ("**Assignor**"), and Bankers Trust Company ("**Assignee and Successor Agent**") recorded with the United States Trademark and Trademark Office on July 5, 2001 on Reel No. 002328/Frame No. 0073.

Assignee and Successor Agent hereby notifies, acknowledges to and agrees with Assignor that, subject to the provisions of that certain Payoff Letter, dated as of February 3, 2003, by and between Katy Industries, Inc. and Assignor and Successor Agent (the "**Payoff Letter**"), the security interest granted by Assignor in the collateral set forth in the Grant (the "**Trademark Collateral**") including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that, subject to the provisions of that certain Payoff Letter, that Assignee and Successor Agent hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant in the Trademark Collateral.

The Assignee and Successor Agent releases all liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "**Encumbrances**") on this Release of Security Interest including, without limitation, those Encumbrances created under or in connection with the Grant.

The Assignee and Successor Agent hereby agrees to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Trademark and Trademark Office, subject, in each case to the Assignor's prior payment in full to the Assignee and Successor Agent of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Assignee and Successor Agent shall not be required to take any action which exposes the Assignee and Successor Agent to personal liability or which is contrary to applicable law.

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IN WITNESS WHEREOF, Assignee and Successor Agent has caused this Release of Security Interest to be duly executed and delivered by its duly authorized officer as of the date first above written.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS (formerly Bankers Trust Company),
as Assignee and Successor Agent**

By: *Keith Alexander*
Name: KEITH ALEXANDER
Title: VICE PRESIDENT

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST OF TRADEMARKS**

See Attached.

Schedule A

RECORDED: 03/27/2003

**TRADEMARK
REEL: 002699 FRAME: 0631**