



05-19-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECO. 102451503 TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): 5-14-03 GC/Waldom Electronics, Inc. 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: Waldom Electronics Corporation Internal Address: Street Address: 1801 Morgan Street City: Rockford State: IL Zip: 61102 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Illinois 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 Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: William R. Soderstrom Internal Address: Fox, O'Neill & Shannon, S.C. Street Address: 622 N. Water Str., #500 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 15 7. Total fee (37 CFR 3.41): \$390.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Basel Nizam, V.P. Signature: [Signature] Date: 4/3/03

05/16/2003 BYTME 0000162 1426109 01 FC:8521 02 FC:8522 40.00 350.00

Total number of pages including cover sheet, attachments, and document: 6 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ATTACHMENT TO  
TRADEMARK RECORDATION COVER SHEET

Continuation of Item 1: Additional Conveying Parties

Waldom Electronics, Inc.  
GC Thorsen, Inc.

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>
Where the Great Brands Are!	1,426,109
Big Bath	2,007,902
GC Bond	2,023,456
Jif-Action	2,025,058
Airjet	2,026,516
Epitome	2,034,693
GC Tool	2,117,276
GC Professional	2,247,962
The Clear Choice	2,284,310
GC Bath	2,320,548
Waldom	2,474,956
Freeze Mist	2,505,738
Jiffy Bath	2,535,183
GC Switch	2,548,646
GC/Waldom Electronics, Inc.	75/702,878

## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

Whereas, GC/Waldom Electronics, Inc., a corporation organized and existing under the laws of the State of Delaware ("Assignor"), is using or has used and is the record owner of certain trademarks, service marks, trade names, trademark registrations and trademark applications listed in Schedule A (collectively referred to as the "Marks"); and

Whereas, Waldom Electronics Corporation, a corporation organized and existing under the laws of the State of Illinois ("Assignee"), desires to acquire the Marks under the terms of that certain Asset Purchase Agreement, dated as of March 31, 2003, between Assignor, Assignee and Katy Industries, Inc.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely, irrevocably and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in all countries throughout the world, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor represents and warrants that all maintenance and renewal fees, if any, for the Marks have been paid to the Patent and Trademark Office and that the Marks have not lapsed due to Assignor's failure to pay any maintenance or renewal fee.

From and after the date hereof, Assignee hereby assumes and undertakes to pay, perform or discharge when due the liabilities and obligations of the Assignor with respect to the Marks, including, but not limited to, any expenses associated with the extension or enforcement of any Mark.

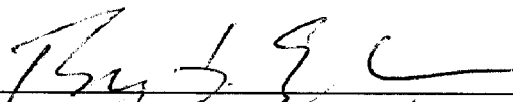
Assignor agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks.

This Intellectual Property Assignment Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have cause this Intellectual Property Assignment Agreement to be executed and delivered as of April 2, 2003.

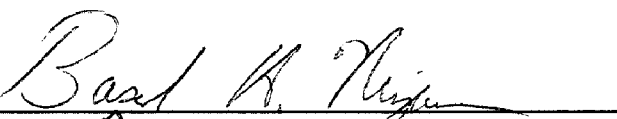
**ASSIGNOR:**

GC/WALDOM ELECTRONICS, INC.

By:   
Name: ROGER G. KNIGHT  
Title: AUTHORIZED REPRESENTATIVE

**ASSIGNEE:**

WALDOM ELECTRONICS CORPORATION

By:   
Name: BASEL NIZAM  
Title: VP

State of Illinois )  
 )  
County of Winnebago ) SS:

On this 2nd day of April, 2003, before me personally came Roger Engle to me known, who being by me duly sworn, did depose and say that he/she is the <sup>Authorized</sup> ~~Representative~~ of GC/Waldom Electronics, Inc., the Assignor, and acknowledged that he executed the foregoing instrument on behalf of said Assignor and pursuant to authority duly received.

Maryanne Brechner  
Notary Public

My commission expires: 6/16/03

State of Illinois )  
 )  
County of Winnebago ) SS:

On this 2nd day of April, 2003, before me personally came Basel Nizam to me known, who being by me duly sworn, did depose and say that he/she is the Vice President of Waldom Electronics Corporation and acknowledged that he/she executed the foregoing instrument on behalf of said Assignee and pursuant to authority duly received.

Maryanne Brechner  
Notary Public

My commission expires: 6/16/03