

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleaning Technologies Group, LLC		09/22/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2223326	MICROSONIK	
Registration Number:	2101266	ENVIROSONIK	
Registration Number:	2252296	PROSONIK	
Registration Number:	2089280	TORRENT	
Registration Number:	2262060	HYPERDRYER	
Registration Number:	2608948	BIOCOMPARE	
Registration Number:	1923303	NEPTUNE	
Registration Number:	2263942	THE GREASE MONKEY	
Registration Number:	2115670	SWEEPSONIK	
Serial Number:	75153895	MEGASONIK	
Serial Number:	75747072	WASHMASTER	
Serial Number:	75424839	DUALSWEEP	
Registration Number:	0694510	RANSOHOFF	

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Registration Number:	1220571	RANSOHOFF
Serial Number:	76342391	SURE CLEAN
Registration Number:	1999869	IMMERSO-JET
Registration Number:	2456290	LEAN JET
Serial Number:	75778519	LEAN JET
Registration Number:	2560252	AGI-SONIC
Serial Number:	75052170	CAE RANSOHOFF
Serial Number:	74342044	ACCU-CLEAN
Serial Number:	72103873	RANSOHOFF
Serial Number:	72103872	RANSOHOFF
Serial Number:	72103871	RANSOHOFF
Serial Number:	74342045	SURE CLEAN
Serial Number:	73358672	EVERCYCLE 747
Registration Number:	3116146	UPSWEEP
Registration Number:	3035526	DUALSWEEP
Registration Number:	3035521	MULTISONIK
Registration Number:	2934748	THE GREASE MONKEY
Serial Number:	78279820	BLACKSTONE-NEY ULTRASONICS
Registration Number:	2860323	NEPTUNE
Serial Number:	78169798	HYDRO DEBURR
Serial Number:	76554020	LEAN VEYOR

CORRESPONDENCE DATA

Fax Number: (414)277-0656

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-271-6560

Email: cbaustin@michaelbest.com

Correspondent Name: Christopher B. Austin

Address Line 1: 100 East Wisconsin Avenue

Address Line 2: Michael Best & Friedrich LLP

Address Line 4: Milwaukee, WISCONSIN 53202-4108

ATTORNEY DOCKET NUMBER:	020894-0001
NAME OF SUBMITTER:	Christopher B. Austin
Signature:	/cba/
Date:	10/04/2006

Total Attachments: 7

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Rider to Security Agreements – Trademarks

THIS RIDER TO SECURITY AGREEMENTS (“Rider”) is executed as of this 22nd day of September, 2006, by and between **CLEANING TECHNOLOGIES GROUP, LLC**, a Delaware limited liability company (the **“Grantor”**) with an address at with an address at 4933 Provident Drive, Cincinnati, Ohio 45246 and **FIFTH THIRD BANK** (the **“Bank”**), with an address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263. This Rider is incorporated into and made part of those certain Security Agreements (“Security Agreements”) between the Grantor and the Bank dated September 22, 2006, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank, as senior lender and junior lender (all such documents including this Rider being collectively referred to as “Loan Documents”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

Grantor has adopted, used and is using or has filed applications for registration of the trademarks, service marks and trade names listed on Schedule “A” attached hereto and made part hereof (hereinafter collectively referred to as **“Trademarks”**).

Bank desires to acquire a lien and security interest on the Trademarks together with the goodwill of Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreements) to Bank, and Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, Grantor grants a lien and security interest to Bank in and mortgages to Bank all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by Grantor, have not been adjudged invalid or unenforceable, and to the best of Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Grantor not to sue third persons; (d) Grantor has the unqualified right to enter into this Rider and perform its terms; (e) Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, unless in the reasonable business judgment of the Grantor, the Grantor determines that such Trademarks are no longer material to its business.

3. Verification of Quality Control. Grantor hereby grants to Bank and its employees and agents the right to visit Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure Grantor's compliance with paragraph 2(f).

4. Covenants. Grantor further covenants to Bank that until all of the Obligations have been satisfied in full: (a) Grantor shall maintain the Trademarks in full force and effect, unless Grantor determines in its reasonable business judgment that such Trademarks are no longer material to its business; (b) Grantor will not enter into any agreement which is inconsistent with Grantor's obligations under this Rider or which restricts or impairs Bank's rights hereunder, other than licenses or other similar agreements entered into in the ordinary course of business; and (c) if Grantor acquires rights to any new Trademarks, the provisions of this Rider shall automatically apply thereto and Grantor shall give Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as Grantor has not received notice from Bank that an Event of Default has occurred under the Loan Documents and that Bank has elected to exercise its rights to assignment hereunder, Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. Grantor agrees not to sell or assign (by operation of law or otherwise) other than in the ordinary course of business, or further encumber its rights and interest in the Trademarks other than licenses or similar agreements entered into in the ordinary course of business, without prior written consent of Bank. Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of Bank in and to any of Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office, other than those listed on Schedule A annexed hereto and made a part hereof.

8. Pledge of Additional Trademarks. In the event Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, or any State thereof; or

(b) file or record any assignment of any trademark which Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, or any State thereof;

Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify Bank thereof, and, upon request of Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as Bank may reasonably request to evidence Bank's interest in such trademark and the goodwill of Grantor associated therewith or represented thereby. Grantor hereby grants Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future trademarks covered by this Rider.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, Grantor

hereby covenants and agrees that Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, Grantor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power (but not the obligation) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Bank deems in the best interest of Bank or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone free and clear of any encumbrance upon title thereof (other than any encumbrance created hereby). Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations have been discharged in full, and the Loan Documents have been terminated. Grantor acknowledges and agrees that this Rider is not intended to limit or restrict in any way Bank's rights and remedies but rather to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Rider, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located. Recourse to security will not be required at any time.

(c) Grantor expressly acknowledges this Rider may be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, Grantor shall also execute and deliver to Bank such documents as Bank shall reasonably request to assign all rights in the Trademarks to the Bank, which documents shall be held by Bank, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, Bank may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Security Agreements. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreements and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreements. All rights and remedies herein granted to Bank shall be in addition to any rights and remedies granted to Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreements, the language of the Security Agreements shall control. The terms and conditions of the Security Agreements are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, Bank shall execute and deliver to Grantor all documents necessary to re-vest all rights in and to the Trademarks in Grantor and/or terminate any interest of Bank therein.

13. Prosecution of Trademark Applications. (a) Subject to the terms of the Loan Documents, Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of Bank, Grantor shall make federal application on registrable but unregistered trademarks belonging to Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by Grantor.

(b) Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Bank may, if Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by Bank in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by Grantor in connection with any of the Trademarks or otherwise arising out of Grantor's operation of its business from the use of the Trademarks unless caused by the gross negligence or willful misconduct of the Bank. In any suit, proceeding or action brought by Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, Grantor will indemnify and keep Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such Obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Bank.

15. Bank's Rights. Bank may, in its sole discretion, pay any amount or do any act required of Grantor hereunder or requested by Bank to preserve, defend, protect, maintain, record or enforce Grantor's obligations contained herein, the Obligations of Grantor to Bank, the Trademarks, or the right, title and interest granted Bank herein, and which Grantor fails to do or pay, and any such payment shall be deemed an advance by Bank to Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, Grantor shall promptly notify Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by Bank, shall join with Bank, at Grantor's expense, in such action as Bank, in its reasonable discretion, may deem advisable for the protection of Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude Grantor from bringing an action against a person for the protection of Grantor's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, Bank may, without any obligation to do so, complete any obligation of Grantor hereunder, in Grantor's name or in Bank's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by Bank in protecting, defending and maintaining the Trademarks.

18. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

Executed as of the date first written above.

CLEANING TECHNOLOGIES GROUP, LLC

By: 

Robert Foster, Manager

FIFTH THIRD BANK

By: 

Scott Unkraut, Vice President

By: 

David J. Williams, Vice President

SCHEDULE A TO RIDER TO SECURITY AGREEMENTS - TRADEMARKS

Trademark Reg. No.	Trademark App. No.	Mark	Country	Filing Date	Registration Date
2223326	75154218	MICROSONIK	U.S.	8/22/1996	2/9/2009
2101266	75157471	ENVIRONSONIK	U.S.	8/29/1996	9/30/1997
2252296	75151903	PROSONIK	U.S.	8/19/1996	6/15/1999
2089280	75162692	TORRENT	U.S.	9/9/1996	8/19/1997
2262060	75340326	HYPERDRYER	U.S.	8/13/1997	7/20/1999
2608948	76176238	ATLANTIS	U.S.	12/7/2000	
1923303	74510149	NEPTUNE	U.S.	4/8/1994	10/3/1995
2263942	75192594	THE GREASE MONKEY	U.S.	11/1/1996	7/27/1999
2115670	75152566	SWEEPSONIK	U.S.	8/19/1996	11/25/1997
	75153895	MEGASONIK	U.S.		
	75747072	WASHMASTER	U.S.		
	75424839	DUALSWEEP	U.S.		
694510	72079710	RANSOHOFF	U.S.	8/17/1959	3/15/1960
1220571	73257298	RANSOHOFF	U.S.	4/8/1980	12/21/1982
	76342391	SURE CLEAN	U.S.	11/21/2001	
1999869	74735391	IMMERSO-JET	U.S.	9/28/1995	9/10/1996
2456290	75778520	LEAN-JET	U.S.	8/19/1999	5/29/2001
	75778519	LEAN-JET	U.S.	8/19/1999	
2560252	76107068	AGI-SONIC	U.S.	8/11/2000	
	75052170	CAE RANSOHOFF	U.S.		
	74342044	ACCU-CLEAN	U.S.		
	72103873	RANSOHOFF	U.S.		
	72103872	RANSOHOFF	U.S.		
	72103871	RANSOHOFF	U.S.		
	74342045	SURE CLEAN	U.S.		
	73358672	EVERCYCLE 747	U.S.		
3116146	78512406	UPSWEEP	U.S.		
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3035521	78512415	MULTISONIK	U.S.		
2934748	78281873	THE GREASE MONKEY	U.S.		
	78279820	BLACKSTONE-NEY ULTRASONICS	U.S.		
2860323	78276850	NEPTUNE	U.S.		
	78169798		U.S.		
	76554020		U.S.		

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