

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Commercial Products, LLC		11/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Contico Europe Limited
Street Address:	Cardew Way, Redruth
City:	Cornwall
State/Country:	UNITED KINGDOM
Postal Code:	TR15 1ST
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1822425	CONTICO
Registration Number:	1428387	CONTICO

CORRESPONDENCE DATA

Fax Number: (301)972-0370  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 518-280-8924  
 Email: trademarks@eitangroup.com  
 Correspondent Name: A. Tally Eitan  
 Address Line 1: 18106 Kitchen House Court  
 Address Line 2: c/o Edna Eisemann  
 Address Line 4: Germantown, MARYLAND 20874

ATTORNEY DOCKET NUMBER:	970668-38-01
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DOMESTIC REPRESENTATIVE

CH \$65.00 1822425

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

A. Tally Eitan

Signature:

/te/

Date:

01/09/2007

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

WHEREAS, Continental Commercial Products, LLC, a Delaware limited liability company ("CCP"), owns the entire right, title, interest and goodwill in and to (i) the trademark CONTICO for various consumer plastics products, (ii) U.S. Trademark Registration No. 1,822,425, U.S. Trademark Registration No. 1,428,387, UK Trade Mark Registration No. 2171543, Irish Trade Mark Registration No. 212752 and European Community Trade Mark Registration No. 001764786; and (iii) the internet domain name [www.contico.co.uk](http://www.contico.co.uk) (hereinafter the trademark CONTICO and the foregoing registrations and domain name are referred to collectively as the "Trademark");

WHEREAS, pursuant to a Share Purchase Agreement of Contico Europe Limited (the "Company") by and between CCP's parent company Katy Industries, Inc. ("Katy"), Jardin International Holding BV ("Buyer") and CEH Limited ("CEH") and conditioned upon the consummation of the transaction set forth therein, including trademark license agreements by and between the Company and Katy and by and between the Company and Contico Manufacturing Limited, which form a part of said Share Purchase Agreement, Buyer, through the Company, is desirous of acquiring all of CCP's right, title, interest and goodwill in and to the Trademark; and

WHEREAS, CCP has provided Buyer with a copy of a Full Release of Security Interest (the "Release"), which has been executed by Bank of America N.A. (successor to Fleet Capital Corporation) ("Lender"), evidencing Lender's release of its security interest in the Trademark, which Release may be recorded by Buyer with the U.S. Patent and Trademark Office, said Release being held in escrow pending execution of the Share Purchase Agreement at which time it will be delivered to Buyer.

NOW THEREFORE, in consideration of these premises, the covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms of the Share Purchase Agreement and all of its exhibits, and conditioned thereon, CCP has, and hereby does, sell, assign and transfer free and clear of all liens, pledges, mortgages, charges, claims, title and encumbrance exclusively unto the Company its successors, legal representatives and assigns, the entire right, title and interest in and to the Trademark and any

registration(s) issuing therefrom, together with the goodwill associated therewith, and all causes of action relating thereto, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by the Company, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by CCP had no sale and assignment of said Trademark been made. CCP hereby covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

2. CCP hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue trademark registrations and/or maintain domain name registrations, to record this Assignment and to record the Trademark as the property of the Company.

3. CCP shall, upon the request and at the expense of Buyer and/or the Company, execute without further consideration any further documents, assurances, applications and other instruments and hereby covenants and agrees to do all such lawful acts and things reasonably required by Buyer and/or the Company to secure, maintain and enforce the rights granted to the Company, its successors, assigns or legal representatives, under this Assignment.

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this assignment as of the 24 day of November, 2006.

Continental Commercial Products, LLC

By:

Peter Kavanagh

Signature

PETER KAVANAGH, an attorney for CCP

Printed Name and Title