

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
Adco Cleaning Products LLC		04/10/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	8000 Maryland Avenue		
Internal Address:	Suite 1400		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Banking corporation: MICHIGAN		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1039493	"TEXTURE-LIFE"	
Registration Number:	0357094	ADCO	
Registration Number:	1173804	ADCO DETERGENT	
Registration Number:	1587372	ADCO RENEW	
Registration Number:	1929551	ADCO'S VIVIA!	
Registration Number:	1676487	ADCO-LITE CHARGE	
Registration Number:	1873535	DISCOVER	
Registration Number:	0301520	DRI-SHEEN	
Registration Number:	1207703	FASHION FINISH	
Registration Number:	0955392	PERKSHEEN #324	
Registration Number:	1905240	SOFT KLEEN	
Registration Number:	1954398	TIGER	
Registration Number:	1874989	TOP CAT	

OP \$415.00 1039493

900075380

TRADEMARK
REEL: 003529 FRAME: 0954

Registration Number:	2467818	ADCO INC. QUALITY INTEGRITY & DEPENDABILITY SINCE 1908 ADCO QUALITY TALKS!
Registration Number:	0210592	ADCO
Registration Number:	0362154	ADCO AMERICAN DISINFECTING CO. INC.

CORRESPONDENCE DATA

Fax Number: (314)480-1505
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314.480.1500
Email: trademark@husch.com
Correspondent Name: H. Frederick Rusche
Address Line 1: 190 Carondelet Plaza
Address Line 2: Suite 600
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	70241-23 ADCO SECY AGRMT
NAME OF SUBMITTER:	H. Frederick Rusche
Signature:	/H. Frederick Rusche/
Date:	04/26/2007

Total Attachments: 11

source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page1.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page2.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page3.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page4.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page5.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page6.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page7.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page8.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page9.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page10.tif
source=Security Agrmt-Adco Cleaning Products LLC to Fifth Third Bank 04.10.2007#page11.tif

April 10, 2007

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of the 10th day of April, 2007, by and among ADCO CLEANING PRODUCTS LLC, a Delaware limited liability company, with its chief executive office and principal place of business at 900 West Main Street, Sedalia, Missouri 65301 ("Borrower"), and FIFTH THIRD BANK (the "Bank"), with an office at 8000 Maryland Ave., Suite 1400, St. Louis, Missouri 63105.

Recitals

The Borrower and the Bank are parties to a Loan Agreement of even date herewith (as the same may be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Bank may now or hereafter extend credit to or for the account of the Borrower.

As a condition to extending credit to or for the account of the Borrower, the Bank has required the execution and delivery of this Agreement by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants the Bank a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary company action on the part of the Borrower.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall promptly provide written notice to the Bank with a replacement Exhibit A, which upon acceptance by the Bank shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify the Bank of such item(s) and cause such Affiliate to execute and deliver to the Bank trademark security agreement substantially in the form of this Agreement.

(d) **Title.** The Borrower has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Borrower (i) will have, at the time the Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Loan Agreement, the Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Bank's prior written consent.

(f) **Defense.** The Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Borrower will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any

required affidavit or renewal in support thereof, without first providing the Bank: (i) sufficient written notice, of at least 30 days, to allow the Bank to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Bank's Right to Take Action.** If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Bank gives the Borrower written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Borrower notifies the Bank that it intends to abandon a Trademark, the Bank may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at the Bank's option, in the Bank's own name) and may (but need not) take any and all other actions which the Bank may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay the Bank on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Bank in connection with or as a result of the Bank's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Bank at the Default Rate.

(j) **Power of Attorney.** To facilitate the Bank's taking action under subsection (i) and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Bank, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for the Bank, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit and Security Agreement as provided therein and the payment and performance of all Obligations.

4. **Borrower's Use of the Trademarks.** The Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from using the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this

Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Bank may, at its option, take any or all of the following actions:

(a) The Bank may exercise any or all remedies available under the Loan Agreement.

(b) The Bank may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Bank may enforce the Trademarks and any licenses thereunder, and if Bank shall commence any suit for such enforcement, the Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Bank. A waiver signed by the Bank shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Bank's rights or remedies. All rights and remedies of the Bank shall be cumulative and may be exercised singularly or concurrently, at the Bank's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Bank shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Bank and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to the Bank, and the Borrower waives notice of the Bank's acceptance hereof. The Bank may execute this Agreement if appropriate for the purpose of filing, but the failure of the Bank to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other

provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

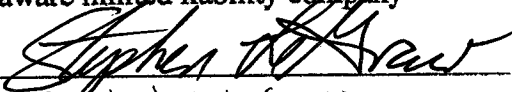
[Remainder of page intentionally left blank – signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Adco Cleaning Products LLC
900 W. Main Street
Sedalia, Missouri 64301
Telecopier: (617) 314-6282
Attention: G. Stephen LeGraw
E-mail: slegraw@mentorllc.com

Fifth Third Bank
8000 Maryland Avenue, Suite 1400
St. Louis, Missouri 63105
Telecopier: _____
Attention: _____
E-Mail: _____

ADCO CLEANING PRODUCTS LLC,
a Delaware limited liability company

By: 
Name: G. Stephen LeGraw
Its: Manager

FIFTH THIRD BANK,
a Maryland banking corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement
as of the date written above.

Adco Cleaning Products LLC
900 W. Main Street
Sedalia, Missouri 64301

Telecopier: _____

Attention: _____

E-mail: _____

ADCO CLEANING PRODUCTS LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

Fifth Third Bank
8000 Maryland Avenue, Suite 1400
St. Louis, Missouri 63105

Telecopier: 314-889-3377

Attention: Jack Clifford

E-Mail: jack.clifford@53.com

FIFTH THIRD BANK,
a Michigan banking corporation

By: 

Name: Jack Clifford

Its: VP

STATE OF RI)

COUNTY OF Vent)

On this 7 day of April, 2007, personally appeared Stephen LeGraw, to me known, who being by me duly sworn did say that he is the manager of Adco Cleaning Products LLC, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Erin A. Vatcher

Notary Public

My Commission expires:

ERIN A. VATCHER
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES 8-13-10

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2007, by _____, a _____ of Fifth Third Bank, a Michigan banking corporation, on behalf of said banking corporation.

Notary Public

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of April, 2007, personally appeared _____, to me known, who being by me duly sworn did say that he is the _____ of Adco Cleaning Products LLC, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Notary Public

My Commission expires:

STATE OF Missouri)
)
COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me this 15th day of April, 2007, by JACK CLIFFORD, a VICE PRESIDENT of Fifth Third Bank, a Michigan banking corporation, on behalf of said banking corporation.

Micki Le Sage
Notary Public

MICKI LE SAGE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: 05/17/09
Commission Number: 05712645

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Application Number or Registration Number</u>
"TEXTURE-LIFE"	Reg. No. 1039493
ADCO and Design	Reg. No. 0357094
ADCO DETERGENT	Reg. No. 1173804
ADCO RENEW	Reg. No. 1587372
ADCO'S VIVIA! and Design	Reg. No. 1929551
ADCO-LITE CHARGE	Reg. No. 1676487
DISCOVER	Reg. No. 1873535
DRI-SHEEN (stylized)	Reg. No. 0301520
FASHION FINISH	Reg. No. 1207703
PERKSHEEN #324 (stylized)	Reg. No. 0955392
SOFT KLEEN	Reg. No. 1905240
TIGER	Reg. No. 1954398
TOP CAT	Reg. No. 1874989
ADCO INC. and Design	Reg. No. 2467818
ADCO and Design	Reg. No. 0210592
ADCO (stylized)	Reg. No. 0362154

UNREGISTERED MARKS

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS,
AND COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Country</u>	<u>Application Number or Registration Number</u>
ADCO, INC. and Design	Canada	Reg. No. TMA549867
PERK SHEEN	Canada	Reg. No. TMA190039
ADCO, INC.	China	Reg. No. 9800147420
ADCO, INC.	China	Reg. No. 9800147421
ADCO, INC.	China	Reg. No. 9800147421
ADCO, INC.	Japan	Reg. No. 4041323
ADCO, INC.	Japan	Reg. No. 4266408
SOFT KLEEN	Mexico	Reg. No. 464012