

# 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
The Tranzonic Companies		03/26/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 91			
Property Type	Number	Word Mark	
Registration Number:	0749856	GARDS	
Registration Number:	0757262	GARDS	
Registration Number:	1006938	MR. BULKY	
Registration Number:	1220526	MAXITHINS	
Registration Number:	1315352	MAXITHINS	
Registration Number:	1369840	TRI-VENDOR	
Registration Number:	1393753	AT EASE	
Registration Number:	1427419	NECESSITIES	
Registration Number:	1435272	QUICKSORB	
Registration Number:	1436477	POP-N-WIPE	
Registration Number:	1503981	SCRIMDRY	
Registration Number:	1503982	POLYWYP	
Registration Number:	1503984	TOWEL ON A TUBE	
Registration Number:	1559499	NATURE GUARD	

OP \$2290.00 0749856

900158613

TRADEMARK  
 REEL: 004178 FRAME: 0157

Registration Number:	1570595	EVERYDAY
Registration Number:	1594285	LUSTRECLOTH
Registration Number:	1659713	PRECIOUS
Registration Number:	1683572	T
Registration Number:	1683826	T
Registration Number:	1737883	D-SOLVE
Registration Number:	1739822	PREMADRAPE
Registration Number:	1803038	LITE TIMES
Registration Number:	1824883	SAFE & SOFT
Registration Number:	1907383	CCP INDUSTRIES
Registration Number:	1989169	WET WORKS
Registration Number:	1990966	HEALTH GARDS
Registration Number:	1999316	STRATUS
Registration Number:	2049946	DRY WORKS
Registration Number:	2064018	PIC-A-WIPE
Registration Number:	2072622	LINX
Registration Number:	2110241	CIRRUS
Registration Number:	2171813	ENVIRO GARDS
Registration Number:	2224245	CARE, CLEANING AND PROTECTION... AT WORK!
Registration Number:	2230662	WARM BATH
Registration Number:	2278365	DUST HOGS
Registration Number:	2333202	SHOPSERVE
Registration Number:	2386353	GLOBAL CLEAN
Registration Number:	2388430	GLOBAL CLEAN
Registration Number:	2447847	MAXITHINS
Registration Number:	2475495	FIRST STEP
Registration Number:	2492882	CHEM WORKS
Registration Number:	2493392	SHOPWORKS
Registration Number:	2499146	ABSORBAL-LITE
Registration Number:	2503067	SAFE & SOFT
Registration Number:	2618197	SPACEWORKS
Registration Number:	2621948	OVERNITES
Registration Number:	2663986	COMFORTTEX
Registration Number:	2668299	RAGS THAT WORK
Registration Number:	2673171	MICROWORKS

Registration Number:	2674981	TACK-KLEEN
Registration Number:	2757045	MARINEWORKS
Registration Number:	2760988	PLEZALL
Registration Number:	2783321	TRADEWORKS
Registration Number:	2809689	HOSPECO
Registration Number:	2819032	MOISTURE-MINDER
Registration Number:	2851952	BABYKINS
Registration Number:	2855289	DISCREET-SEAT
Registration Number:	2858349	PRECIOUS
Registration Number:	2858898	WET 'N WASH
Registration Number:	2913580	N
Registration Number:	2926628	PRECIOUS
Registration Number:	2928618	SPEED CLOT
Registration Number:	2938852	REDI-RAGS
Registration Number:	2943531	CLEVELAND COTTON PRODUCTS
Registration Number:	2975349	HEALTH GARDS
Registration Number:	2992979	DUO-SAN
Registration Number:	3013775	SANIWORKS
Registration Number:	3080574	SOUTHERN SOFT
Registration Number:	3140465	BULKY
Registration Number:	3153998	REDI-RAGS
Registration Number:	3276003	SANIBLEND
Registration Number:	3282096	CHLOROSCENT
Registration Number:	3282128	MULTIWORKS
Registration Number:	3282129	CELLUWORKS
Registration Number:	3282130	TOUGHWORKS
Registration Number:	3282133	DURAWORKS
Registration Number:	3282134	DUSTWORKS
Registration Number:	3282204	TWS
Registration Number:	3354468	SOUTHERN SOFT
Registration Number:	3367795	WETWORKS
Registration Number:	3515677	AIRWORKS
Registration Number:	3565798	BLACKNITE
Registration Number:	3575167	SUPRA-FIT
Registration Number:	3575195	SANIWRAP

Registration Number:	3582527	RE-FIT
Registration Number:	3584700	ESSENTIAL SOLUTIONS
Serial Number:	77978848	PROWORKS
Serial Number:	77934577	HEALTH GARDS
Registration Number:	1440003	ABSORBAL
Registration Number:	1470577	"HOSPECO"
Registration Number:	1503983	PREMATEX

#### CORRESPONDENCE DATA

Fax Number: (216)363-4588  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (216) 363-4162  
 Email: trademark@beneschlaw.com  
 Correspondent Name: Angela R. Gott  
 Address Line 1: Benesch Friedlander Coplan & Aronoff LLP  
 Address Line 2: 200 Public Square, Suite 2300  
 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 32888-2(2)

NAME OF SUBMITTER: Angela R. Gott

Signature: /Angela R. Gott/

Date: 04/01/2010

#### Total Attachments: 17

source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page1.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page2.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page3.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page4.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page5.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page6.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page7.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page8.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page9.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page10.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page11.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page12.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page13.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page14.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page15.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page16.tif  
 source=Contingent Patent, Trademark and License Assignment - PNC- Tranzonic#page17.tif

CONTINGENT PATENT,  
TRADEMARK AND LICENSE ASSIGNMENT

This Contingent Patent, Trademark and License Assignment (as the same may from time to time be amended, restated or otherwise modified, this "Assignment") is made by THE TRANZONIC COMPANIES, an Ohio corporation ("Assignor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the benefit of Lenders (as defined below) for the purposes of this Assignment, the Credit Agreement (as defined below) and the other Related Writings.

INTRODUCTION:

WHEREAS, A. Assignor, Agent, and the lending institutions named in Schedule 1 of the Credit Agreement (collectively, "Lenders," and individually, "Lender"), are parties to a Credit and Security Agreement dated as of even date herewith (as the same may be amended or amended and restated from time to time, the "Credit Agreement") and setting forth, among other things, the terms and conditions of Lenders' respective commitments; and

B. It is a condition precedent to each extension of credit pursuant to the Credit Agreement and to any other extension of credit by Lenders or any of them to or for the account of Assignor that, among other things, Assignor shall have executed and delivered this Assignment to Agent.

THEREFORE, in consideration of the premises, to induce Lenders to extend credit pursuant to the Credit Agreement, to induce each Lender to extend to or for the account of Assignor such other credit as that Lender may from time to time deem advisable (all upon such terms and conditions as that Lender may from time to time deem advisable), in order to induce Agent to accept its appointment as "Agent" pursuant to the Credit Agreement, and in consideration of the foregoing and for other valuable consideration, Assignor hereby agrees, grants, represents, and warrants as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein have the meanings given to them in the Credit Agreement unless otherwise defined herein.

2. Assignment of Patents. To secure the complete and timely satisfaction of all of the Secured Debt, Assignor hereby grants, assigns and conveys to Agent all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with

respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

(ii) license agreements with any other party which by their terms are assignable, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

Notwithstanding any of the other provisions set forth in this Section 2, Assignor does not grant, assign or convey to Agent any of Assignor's right, title and interest in any Excluded Property. As used herein, "Excluded Property" means (i) any permit, license, contract or lease to the extent that (and in each case only for so long as) such grant, assignment or conveyance is prohibited by any applicable laws or is prohibited by, or constitutes a breach or default under or results in the termination of or gives rise to a right on the part of the parties thereto other than Assignor and its Subsidiaries to terminate, such permit, license, contract or lease, except to the extent that such laws or the term in such permit, license, contract or lease providing for such prohibition, breach, default or right of termination are ineffective or rendered unenforceable under applicable laws (including the UCC), and (ii) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed).

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of all of the Secured Debt, Assignor hereby grants and conveys to Agent a lien and security interest in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the goodwill of Assignor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

Notwithstanding any of the other provisions set forth in this Section 3, Assignor does not grant, assign or convey to Agent any of Assignor's right, title and interest in any Excluded Property.

4. Restrictions on Future Assignments. Assignor agrees that until the Secured Debt shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement relating to the Patents, Trademarks or Licenses (for example, a license agreement) and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Assignment.

5. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Schedules A, B and C, respectively, constitute all of the patents, service marks, trademarks, applications and licenses owned by Assignor on the Closing Date. If, before the Secured Debt shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, in each case to the extent not deemed Excluded Property, or (ii) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, in each case to the extent not deemed Excluded Property, then the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Agent written notice thereof on a quarter annual basis. Assignor hereby authorizes Agent as attorney in fact to modify this Assignment by amending Schedules A, B and/or C, as applicable, to include any future patents, patent applications, service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses which are Patents, Trademarks or Licenses, as applicable, under Paragraphs 2 and 3 above or under this Paragraph 5, and to file or refile this Assignment with the United States Patent and Trademark Office.

6. Representations and Warranties. Assignor represents and warrants to and agrees with Agent that:

(i) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part as of the Closing Date;

(ii) Each of the Patents and Trademarks is valid and enforceable as of the Closing Date;

(iii) Assignor is the owner of the Patents and Trademarks and has the power and authority to make, and will continue to have authority to perform, this Assignment according to its terms;

(iv) This Assignment does not violate and is not in contravention of any other agreement to which Assignor is a party or any judgment or decree by which Assignor is

bound and does not require any consent under any other agreement to which Assignor is a party or by which Assignor is bound. Assignor hereby authorizes the Commissioner of Patents and Trademarks to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks to Agent as assignee of Assignor's entire interest;

(v) There has been no prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Licenses or any part thereof and the same are free from all liens, charges and encumbrances of any kind, including but not limited to, licenses, shop rights and covenants not to sue third persons, other than Liens permitted pursuant to Section 5.9 of the Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Royalties; Terms. Assignor hereby agrees that the use by Agent of all Patents, Trademarks and Licenses as described above shall be worldwide and without any liability for royalties or other related charges from Agent to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Secured Debt has been paid in full and the Credit Agreement has been terminated.

8. Grant of License to Assignor. Unless and until an Event of Default shall have occurred and is continuing, Agent hereby grants to Assignor a nontransferable right and license to use the Trademarks, to exercise Agent's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 8, without the prior written consent of Agent. If the Secured Debt has been accelerated due to the continuance of an Event of Default, Assignor's license with respect to Patents, Trademarks and Licenses as set forth in this Paragraph 8 shall terminate forthwith, and Agent shall have, in addition to all other rights and remedies given it by this Assignment, those 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 Patents, Trademarks or Licenses may be located, including, but not by way of limitation, the location of Agent's main office.

9. Reassignment to Assignor. Upon payment in full of the Secured Debt and termination of all Commitments under the Credit Agreement, Agent shall execute and deliver to Assignor all assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Assignor. Assignor shall have the duty to (i) prosecute diligently any patent application of Patents made by it and any trademark or service mark application of the Trademarks made by it pending as of the date hereof or thereafter until the Secured Debt shall have been paid in full, unless in each case a failure to do so would have or would be reasonably



expected to have a Material Adverse Effect, (ii) make application on unpatented but patentable material inventions and on material trademarks and material service marks, as appropriate, and (iii) preserve and maintain all of its rights in patent applications and the Patents and in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks, unless in each case a failure to do so would have or would be reasonably expected to have a Material Adverse Effect. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a Patent application or Trademark application, or any pending Patent application, Trademark application, Patent, or Trademark without the consent of Agent.

11. Financing Statements; Documents. Assignor authorizes Agent to file one or more financing statements pursuant to the applicable version of the Uniform Commercial Code in form satisfactory to Agent and Assignor will pay the costs of filing and/or recording this Assignment and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by Agent. Assignor will execute and deliver to Agent from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office, as Agent may require for the purpose of confirming Agent's interest in the Patents, Trademarks and Licenses.

12. Agent's Right to Sue. During the continuance of an Event of Default, Agent shall have the same rights, if any, as Assignor has, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses and the Patents and Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand and as a part of the Secured Debt, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Paragraph 12.

13. Waivers. No course of dealing between Assignor and Agent nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Effect on Credit Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by

the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective permitted successors and permitted assigns, and shall inure to the benefit of Agent, its successors and assigns.

18. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed or delivered to Assignor, addressed to Assignor at the address specified on the signature page of this Assignment, if to Agent or Lenders, mailed or delivered to them, addressed to the respective addresses of Agent and Lenders specified on the signature page of the Credit Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Assignor to Agent pursuant to any of the provisions hereof shall not be effective until received by Agent.

19. Governing Law. This Assignment has been delivered and accepted in Cleveland, Ohio, and shall be governed by and construed in accordance with the local laws of the State of Ohio, without regard to principles of conflicts of laws.

[The remainder of this page is intentionally left blank.]

20. WAIVER. ASSIGNOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDERS, AGENT AND ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR ANY LENDER'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG ASSIGNOR, AGENT OR LENDERS, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Assignor, has executed this Assignment as of the 26th day of MARCH, 2010.

Address: 26301 Curtiss-Wright Parkway  
Suite 200  
Richmond Heights, Ohio 44143  
Attn: President

THE TRANZONIC COMPANIES

By: [Signature]  
Print Name: Timothy G. Healy  
Its: Asst Secretary and Asst Treasurer  
Tax ID: 34-0664235

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this 23 day of MARCH, 2010, by TIMOTHY G HEALY, Asst Secretary and Asst Treasurer, on behalf of the corporation.

[Signature]  
Notary Public SOANNE DAMIAN  
My commission expires: 2/28/2015

Accepted at \_\_\_\_\_,  
as of \_\_\_\_\_, 2010

PNC BANK, NATIONAL ASSOCIATION as Agent

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature/Notary Page to Contingent Patent, Trademark and License Assignment-Borrower]

20. WAIVER. ASSIGNOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG LENDERS, AGENT AND ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY AGENT'S OR ANY LENDER'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG ASSIGNOR, AGENT OR LENDERS, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of Assignor, has executed this Assignment as of the 26<sup>th</sup> day of March, 2010.

Address: 26301 Curtiss-Wright Parkway  
Suite 200  
Richmond Heights, Ohio 44143  
Attn: President

THE TRANZONIC COMPANIES

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Tax ID: 34-0664235

STATE OF OHIO                                 )  
  ) SS:  
COUNTY OF CUYAHOGA                     )

The foregoing Contingent Patent, Trademark and License Assignment was executed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Accepted at \_\_\_\_\_,  
as of \_\_\_\_\_, 2010

PNC BANK, NATIONAL ASSOCIATION as Agent

By: Karant Davis  
Print Name: Karant Davis  
Its: Senior Vice President

[Signature/Notary Page to Contingent Patent, Trademark and License Assignment-Borrower]

Schedule A  
Patents

See attached.

## The Trazonic Companies Patent Schedule

The following patents are owned by The Trazonic Companies

Country	Title	Patent No. Serial No.	Reg. Date / (Filing Date)	Current Owner of Record	Recorded Security Interest?	Status
U.S.	MULTIPLE PACKAGE DISPENSER	D419,804	02/01/2000	The Tranzonic Companies	Security Interest in favor of National City Bank Rec. 08/01/2003	Expires 02/01/2014
U.S.	SOAP DISPENSER	D426,094	06/06/2000	The Tranzonic Companies	Security Interest in favor of National City Bank Rec. 08/01/2003	Expires 06/06/2014

Schedule B  
Trademarks

See attached.

THE TRANZONIC COMPANIES

**ACTIVE TRADEMARK REGISTRATIONS & PENDING APPLICATIONS**

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>OWNER</u></b>	<b><u>REG. NO.</u></b>
U.S.	GARDS	The Tranzonic Companies	749,856
U.S.	GARDS	The Tranzonic Companies	757,262
U.S.	MR. BULKY	The Tranzonic Companies	1,006,938
U.S.	MAXITHINS	The Tranzonic Companies	1,220,526
U.S.	MAXITHINS	The Tranzonic Companies	1,315,352
U.S.	TRI-VENDOR	The Tranzonic Companies	1,369,840
U.S.	AT EASE	The Tranzonic Companies	1,393,753
U.S.	NECESSITIES	The Tranzonic Companies	1,427,419
U.S.	QUICKSORB	The Tranzonic Companies	1,435,272
U.S.	POP-N-WIPE	The Tranzonic Companies	1,436,477
U.S.	ABSORBAL	The Tranzonic Companies	1,440,003
U.S.	HOSPECO	The Tranzonic Companies	1,470,577
U.S.	SCRIMDRY	The Tranzonic Companies	1,503,981
U.S.	POLYWYP	The Tranzonic Companies	1,503,982
U.S.	PREMATEX	The Tranzonic Companies	1,503,983
U.S.	TOWEL ON A TUBE	The Tranzonic Companies	1,503,984
U.S.	NATURE GUARD	The Tranzonic Companies	1,559,499
U.S.	EVERYDAY	The Tranzonic Companies	1,570,595
U.S.	LUSTRECLOTH	The Tranzonic Companies	1,594,285
U.S.	PRECIOUS	The Tranzonic Companies	1,659,713
U.S.	Stylized "T"	The Tranzonic Companies	1,683,572
U.S.	Stylized "T"	The Tranzonic Companies	1,683,826
U.S.	D-SOLVE	The Tranzonic Companies	1,737,883
U.S.	PREMADRAPE	The Tranzonic Companies	1,739,822
U.S.	LITE TIMES	The Tranzonic Companies	1,803,038
U.S.	SAFE & SOFT	The Tranzonic Companies	1,824,883
U.S.	CCP INDUSTRIES & DESIGN	The Tranzonic Companies	1,907,383
U.S.	WET WORKS	The Tranzonic Companies	1,989,169
U.S.	HEALTHGARDS	The Tranzonic Companies	1,990,966
U.S.	STRATUS	The Tranzonic Companies	1,999,316
U.S.	DRY WORKS	The Tranzonic Companies	2,049,946
U.S.	PIC-A-WIPE	The Tranzonic Companies	2,064,018
U.S.	LINX	The Tranzonic Companies	2,072,622
U.S.	CIRRUS	The Tranzonic Companies	2,110,241
U.S.	ENVIRO GARDS	The Tranzonic Companies	2,171,813
U.S.	CARE, CLEANING AND PROTECTION...AT WORK!	The Tranzonic Companies	2,224,245
U.S.	WARM BATH	The Tranzonic Companies	2,230,662
U.S.	DUST HOGS	The Tranzonic Companies	2,278,365
U.S.	SHOPSERVE	The Tranzonic Companies	2,333,202
U.S.	GLOBAL CLEAN AND	The Tranzonic Companies	2,386,353

{00771981.DOC;2 }



<u>COUNTRY</u>	<u>MARK</u>	<u>OWNER</u>	<u>REG. NO.</u>
	DESIGN		
U.S.	GLOBAL CLEAN	The Tranzonic Companies	2,388,430
U.S.	MAXITHINS	The Tranzonic Companies	2,447,847
U.S.	FIRST STEP	The Tranzonic Companies	2,475,495
U.S.	CHEM WORKS	The Tranzonic Companies	2,492,882
U.S.	SHOPWORKS	The Tranzonic Companies	2,493,392
U.S.	ABSORBAL LITE	The Tranzonic Companies	2,499,146
U.S.	SAFE & SOFT	The Tranzonic Companies	2,503,067
U.S.	SPACEWORKS	The Tranzonic Companies	2,618,197
U.S.	OVERNITES	The Tranzonic Companies	2,621,948
U.S.	COMFORTTEX	The Tranzonic Companies	2,663,986
U.S.	RAGS THAT WORK	The Tranzonic Companies	2,668,299
U.S.	MICROWORKS	The Tranzonic Companies	2,673,171
U.S.	TACK KLEEN	The Tranzonic Companies	2,674,981
U.S.	MARINEWORKS	The Tranzonic Companies	2,757,045
U.S.	PLEZALL	The Tranzonic Companies	2,760,988
U.S.	TRADEWORKS	The Tranzonic Companies	2,783,321
U.S.	HOSPECO & DESIGN	The Tranzonic Companies	2,809,689
U.S.	MOISTURE MINDER	The Tranzonic Companies	2,819,032
U.S.	BABYKINS	The Tranzonic Companies	2,851,952
U.S.	DISCREET-SEAT	The Tranzonic Companies	2,855,289
U.S.	PRECIOUS	The Tranzonic Companies	2,858,349
U.S.	WET 'N WASH	The Tranzonic Companies	2,858,898
U.S.	"N" & DESIGN (LOGO)	The Tranzonic Companies	2,913,580
U.S.	PRECIOUS	The Tranzonic Companies	2,926,628
U.S.	SPEED CLOT	The Tranzonic Companies	2,928,618
U.S.	REDI-RAGS	The Tranzonic Companies	2,938,852
U.S.	CLEVELAND COTTON PRODUCTS	The Tranzonic Companies	2,943,531
U.S.	HEALTH GARDS	The Tranzonic Companies	2,975,349
U.S.	DUO-SAN	The Tranzonic Companies	2,992,979
U.S.	SANIWORKS	The Tranzonic Companies	3,013,775
U.S.	SOUTHERN SOFT	The Tranzonic Companies	3,080,574
U.S.	BULKY	The Tranzonic Companies	3,140,465
U.S.	REDI-RAGS	The Tranzonic Companies	3,153,998
U.S.	SANIBLEND	The Tranzonic Companies	3,276,003
U.S.	CHLOROSCENT	The Tranzonic Companies	3,282,096
U.S.	MULTIWORKS	The Tranzonic Companies	3,282,128
U.S.	CELLUWORKS	The Tranzonic Companies	3,282,129
U.S.	TOUGHWORKS	The Tranzonic Companies	3,282,130
U.S.	DURAWORKS	The Tranzonic Companies	3,282,133
U.S.	DUSTWORKS	The Tranzonic Companies	3,282,134
U.S.	TWS	The Tranzonic Companies	3,282,204
U.S.	SOUTHERN SOFT	The Tranzonic Companies	3,354,468

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>OWNER</u></b>	<b><u>REG. NO.</u></b>
U.S.	WETWORKS	The Tranzonic Companies	3,367,795
U.S.	AIRWORKS	The Tranzonic Companies	3,515,677
U.S.	BLACKNITE	The Tranzonic Companies	3,565,798
U.S.	SUPRA-FIT	The Tranzonic Companies	3,575,167
U.S.	SANIWRAP	The Tranzonic Companies	3,575,195
U.S.	RE-FIT	The Tranzonic Companies	3,582,527
U.S.	ESSENTIAL SOLUTIONS	The Tranzonic Companies	3,584,700
U.S.	PANDEMIC GARD	The Tranzonic Companies	Pending Appl. 77/813,812
U.S.	PROWORKS	The Tranzonic Companies	Pending Appl. 77/978,848
U.S.	PULL ONE	The Tranzonic Companies	Pending Appl. 77/944,904
U.S.	CLEANCHECK	The Tranzonic Companies	Pending Appl. 77/816,157
U.S.	URINAL GARD	The Tranzonic Companies	Pending Appl. 77/814,821
U.S.	HEALTH GARDS	The Tranzonic Companies	Pending Appl. 77/934,577
U.S.	SIMPULLSEAT	The Tranzonic Companies	Pending Appl. 77/871,184
U.S.	RHINO GLOVE	The Tranzonic Companies	Pending Appl. 77/816,110
U.S.	INFLUENZA GARD	The Tranzonic Companies	Pending Appl. 77/813,854
U.S.	ALLSORB	The Tranzonic Companies	Pending Appl. 77/716,436
U.S.	TASKBRAND	The Tranzonic Companies	Pending Appl. 77/716,317
U.S.	TASKWORKS	The Tranzonic Companies	Pending Appl. 77/676,993
U.S.	HOSPECO HEALTHY SAFE CLEAN & DESIGN	The Tranzonic Companies	Pending Appl. 77/516,726
U.S.	PROWORKS	The Tranzonic Companies	Pending Appl. 77/506,629
U.S.	TOOLWORKS	The Tranzonic Companies	Pending Appl. 77/479,357
California	MAXITHINS	The Tranzonic Companies	72,873
Canada	CIRRUS	The Tranzonic Companies	TMA498,385
Canada	ENVIRO GARDS	The Tranzonic Companies	TMA518,326
Canada	GLOBAL CLEAN	The Tranzonic Companies	TMA541,821
Canada	GLOBAL CLEAN & DESIGN	The Tranzonic Companies	TMA541,666
Canada	GLOBAL CLEAN GENTLE PERSISTENCE	The Tranzonic Companies	TMA541,826

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>OWNER</u></b>	<b><u>REG. NO.</u></b>
Canada	GLOBAL CLEAN GENTLE PERSISTENCE & DESIGN	The Tranzonic Companies	TMA541,823
Canada	HEALTH GARDS	The Tranzonic Companies	TMA474,342
Canada	HOSPECO & DESIGN	The Tranzonic Companies	TMA732,996
Canada	MAXI-MINCES	The Tranzonic Companies	TMA291,729
Canada	MAXIMINIES	The Tranzonic Companies	TMA291,385
Canada	MAXITHINS	The Tranzonic Companies	TMA279,175
Canada	STRATUS	The Tranzonic Companies	TMA481,190
Chile	AT EASE	The Tranzonic Companies	763,172
Columbia	PRECIOUS	The Tranzonic Companies	181,314
Mexico	MAXITHINS	Tranzonic	359,891
Mexico	PRECIOUS	Hospital Specialty Co.	391,368
Mexico	AT EASE	The Tranzonic Companies	455,956
Mexico	GLOBAL CLEAN	The Tranzonic Companies	644,614
Mexico	GLOBAL CLEAN & DESIGN	The Tranzonic Companies	651,716
Mexico	HOSPECO & DESIGN	The Tranzonic Companies	709,064
Mexico	HOSPECO & DESIGN	The Tranzonic Companies	709,065
Mexico	HOSPECO & DESIGN	The Tranzonic Companies	719,514
Mexico	HOSPECO & DESIGN	The Tranzonic Companies	725,725
Mexico	HOSPECO & DESIGN	The Tranzonic Companies	736,075
Mexico	HOSPECO & DESIGN	The Tranzonic Companies	768,533
Ohio (trade name)	CLEVELAND COTTON PRODUCTS COMPANY	Tranzonic	1,034,083
Ohio (trade name)	HOSPECO	Tranzonic	1,029,344
Peru	AT EASE	Tranzonic	25,170 (could not confirm status)

Schedule C  
Licenses

None.

***CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENT –  
PNC/TRANZONIC - BORROWER***