

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, as Agent		05/20/2010	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Katy Industries, Inc.		
<b>Street Address:</b>	305-333 Rock Industrial Drive		
<b>City:</b>	Bridgeton		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63044		
<b>Entity Type:</b>	CORPORATION: INDIANA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76342943	KATY MAINTENANCE GROUP	
<b>Serial Number:</b>	76342946	KATY MAINTENANCE GROUOP	
<b>Serial Number:</b>	76342944	KMG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	402692		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>Signature:</b>	/jep/		

CH \$90.00 76342943

Date:

06/04/2010

**Total Attachments: 4**

source=6-2-10 Katy Industries-TM#page1.tif

source=6-2-10 Katy Industries-TM#page2.tif

source=6-2-10 Katy Industries-TM#page3.tif

source=6-2-10 Katy Industries-TM#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Katy Industries, Inc., a Delaware corporation having its chief executive office at 2461 S. Clark Street, Arlington, Virginia 22202, granted a security interest in and lien upon certain Trademarks, Trademark applications and related rights to Bank of America, as Agent (successor-in-interest to Fleet Capital Corporation) ("Secured Party") as set forth in the Trademark Security Agreement and License, dated as of January 31, 2003, by Debtor in favor of Secured Party (the "Trademark Security Agreement");

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 7, 2003 as Reel 2685, Frame 0366;

WHEREAS, Debtor has requested that Secured Party release and reassign its interest in the Trademarks and Trademark applications more fully identified in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. releases and reassigns to Debtor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Trademark Security Agreement in the Trademarks and Trademark applications more fully identified in Schedule A and licenses fully identified in Schedule B annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind;
2. agrees that any power of attorney or similar rights granted by Debtor to Secured Party pursuant to or in connection with the Trademark Security Agreement is terminated; and
3. authorizes and requests that the Patent and Trademark Office note and record the existence of the release hereby given.



**SCHEDULE A**

to Trademark and License Security Agreement

<b>Trademark Description</b>	<b>Status</b>	<b>Application Number/Date</b>	<b>Registration Number/Date</b>
KATY MAINTENANCE GROUP	PENDING	76/342943 29-Nov-2001	Pending
KATY MAINTENANCE GROUP AND DESIGN	PENDING	76/342946 29-Nov-2001	Pending
KMG	PUBLISHED	76/342944 29-Nov-2001	Pending

CHICAGO/#2071396