

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sellars Absorbent Materials, Inc.		02/08/2011	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Wisconsin Note Investors, LLC
Street Address:	5106 Deloache Avenue
City:	Dallas
State/Country:	TEXAS
Postal Code:	75220
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Serial Number:	85171134	RUBBIN' RAGS
Serial Number:	85164521	TOOL BOX
Serial Number:	85164526	TOOL BOX
Serial Number:	85164578	BRAVO
Serial Number:	85094461	1 2 3 CONSERVE-A-SIZE
Serial Number:	85077119	CONSERVE-A-SIZE
Serial Number:	85042282	GREEN INNOVATION
Serial Number:	85019891	WORKS LIKE CLOTH AND IT'S GREEN!
Serial Number:	77930478	MOM NATURE
Serial Number:	77929770	GREENX TOWELS
Serial Number:	77687708	GREEN X
Serial Number:	77672752	GREEN X
Serial Number:	77980999	GREEN INNOVATION
Registration Number:	3825964	GREEN INNOVATION

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Serial Number:	77654223	GREEN INNOVATION
Registration Number:	3662138	SAFE 2 FLUSH
Registration Number:	3635917	SELLARS
Registration Number:	3481781	Z-CEL
Registration Number:	3486105	BIG GRIP
Registration Number:	3419029	SORBENTS MADE SIMPLE
Registration Number:	3438387	EVERSOAK BRAND
Registration Number:	3490596	EVERSOAK
Registration Number:	3354371	PIT CREW BRAND
Registration Number:	3331883	Q-CEL
Registration Number:	3345252	APPLIES IN MINUTES. LASTS FOR MONTHS!
Registration Number:	3234708	BRAVO
Registration Number:	3270388	WHEN PERFORMANCE DEMANDS QUALITY
Registration Number:	3242941	OUTDOOR TOWELS
Registration Number:	3325928	TOOL BOX
Registration Number:	3231702	
Registration Number:	3354469	BIG GRIP
Registration Number:	3292379	PIT CREW
Registration Number:	3399367	TOOL BOX
Registration Number:	3071803	WATERWEAVE
Registration Number:	2925585	PARKWAY
Registration Number:	2925586	MAYFAIR
Registration Number:	2329549	SELLARS

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWRITM@hunton.com
Correspondent Name: Edward T. White - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza - East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	77972.1
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/

TRADEMARK

Date:

02/14/2011

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, SELLARS ABSORBENT MATERIALS, INC. (the "Assignor") holds all right, title and interest in the patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents"), and in the trademarks listed on the annexed Schedule 1B, which trademarks are issued or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has previously entered into (a) that certain Second Amended and Restated Security Agreement dated March 31, 2008 in favor of Varde Investment Partners, L.P. ("Varde") and (b) that certain Intellectual Property Security Agreement dated as of March 24, 2009 in favor of Varde (such agreements, the "Security Agreements");

WHEREAS, Varde has assigned all of its right, title, interest and privileges under the Security Agreements and all liens and security interests created thereunder to Wisconsin Note Investors, LLC ("Assignee") pursuant to, among other things, those certain General Assignments dated as of the date hereof executed by Varde in favor of Assignee;

WHEREAS, pursuant to the Security Agreements, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents, the Trademarks, the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the obligations owing to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignee a continuing security interest in the Collateral to secure the prompt payment and performance of the obligations of Assignor owing to Assignee.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreements. The terms and provisions of the Security Agreements are hereby incorporated herein by reference as if fully set forth herein.








IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of February 8, 2011.









SELLARS ABSORBENT MATERIALS, INC.

By: 
Thomas A. Sellars, CEO

SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Mark	Owner	Application, Serial, or Reg. No.
RUBBIN' RAGS	Sellars Absorbent Materials, Inc.	85/171,134
TOOL BOX	Sellars Absorbent Materials, Inc.	85/164,521
	Sellars Absorbent Materials, Inc.	85/164,526
	Sellars Absorbent Materials, Inc.	85/164,578
	Sellars Absorbent Materials, Inc.	85/094,461
CONSERVE-A-SIZE	Sellars Absorbent Materials, Inc.	85/077,119
	Sellars Absorbent Materials, Inc.	85/042,282
WORKS LIKE CLOTH AND IT'S GREEN!	Sellars Absorbent Materials, Inc.	85/019,891
MOM NATURE	Sellars Absorbent Materials, Inc.	77/930,478
	Sellars Absorbent Materials, Inc.	77/929,770
	Sellars Absorbent Materials, Inc.	77/687,708
	Sellars Absorbent Materials, Inc.	77/672,752
GREEN INNOVATION	Sellars Absorbent Materials, Inc.	77/980,999

Mark	Owner	Application / Serial or Reg. No.
	Sellars Absorbent Materials, Inc.	3,825,964
GREEN INNOVATION	Sellars Absorbent Materials, Inc.	77/654,223
SAFE 2 FLUSH	Sellars Absorbent Materials, Inc.	3,662,138
SELLARS	Sellars Absorbent Materials, Inc.	3,635,917
	Sellars Absorbent Materials, Inc.	3,481,781
	Sellars Absorbent Materials, Inc.	3,486,105
SORBENTS MADE SIMPLE	Sellars Absorbent Materials, Inc.	3,419,029
	Sellars Absorbent Materials, Inc.	3,438,387
EVERSOAK	Sellars Absorbent Materials, Inc.	3,490,596
	Sellars Absorbent Materials, Inc.	3,354,371
Q-CEL	Sellars Absorbent Materials, Inc.	3,331,883
APPLIES IN MINUTES. LASTS FOR MONTHS!	Sellars Absorbent Materials, Inc.	3,345,252
BRAVO	Sellars Absorbent Materials, Inc.	3,234,708
WHEN PERFORMANCE DEMANDS QUALITY	Sellars Absorbent Materials, Inc.	3,270,388
	Sellars Absorbent Materials, Inc.	3,242,941
	Sellars Absorbent Materials, Inc.	3,325,928
	Sellars Absorbent Materials, Inc.	3,231,702
BIG GRIP	Sellars Absorbent Materials, Inc.	3,354,469
PIT CREW	Sellars Absorbent	3,292,379

Mark	Owner	Application Serial or Reg. No.
	Materials, Inc.	
TOOL BOX	Sellars Absorbent Materials, Inc.	3,399,367
WATERWEAVE	Sellars Absorbent Materials, Inc.	3,071,803
PARKWAY	Sellars Absorbent Materials, Inc.	2,925,585
MAYFAIR	Sellars Absorbent Materials, Inc.	2,925,586
SELLARS	Sellars Absorbent Materials, Inc.	2,329,549

SCHEDULE 1B to Intellectual Property Security Agreement
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RECORDED: 02/14/2011

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REEL: 004478 FRAME: 0034