

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Harris Research, Inc.		09/07/2011	CORPORATION: UTAH

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal, as Agent
<b>Street Address:</b>	115 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	2701993	THE CARBONATED CARPET CLEANER
Registration Number:	2763431	CHEMDRY
Registration Number:	2763429	CHEMDRY
Registration Number:	2770836	CHEMDRY
Registration Number:	2793715	CHEMDRY
Registration Number:	3352772	CLEAN-DRY
Registration Number:	2967990	CHEM CLEAN
Registration Number:	1357192	CHEM-DRY
Registration Number:	1119887	CHEM-DRY
Registration Number:	1203921	CARBONATED CLEANER
Registration Number:	1120328	
Registration Number:	1815327	P.U.R.T.
Registration Number:	1443783	RED ALERT
Registration Number:	1762324	THE NATURAL

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Registration Number:	3016784	DRIER. CLEANER. HEALTHIER.
Registration Number:	2819247	CHEMDRY
Registration Number:	2820938	CHEMDRY
Registration Number:	2960385	NHANCE
Registration Number:	2902117	NHANCE
Registration Number:	2642677	STAIN EXTINGUISHER
Registration Number:	2670102	POWERBASE
Registration Number:	2452173	POWERHEAD
Registration Number:	2851256	NHANCE
Registration Number:	2583743	NHANCE
Registration Number:	3220901	WORLD FAMOUS
Registration Number:	3636605	NO DUST. NO MESS. NO ODOR.
Registration Number:	3780184	CHEMDRY

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1967561
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/09/2011

Total Attachments: 9  
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## TRADEMARK COLLATERAL AGREEMENT

This 7th day of September, 2011, HARRIS RESEARCH, INC., a Utah corporation (the “*Debtor*”), with its principal place of business and mailing address at 1530 North 1000, Logan, Utah 84321 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Bank of Montreal, a Canadian chartered bank, acting through its Chicago branch (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application (“*Trademark Collateral*”); and

(ii) All proceeds of the foregoing, including without limitation any claim by a Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of September 7, 2011 by and among Debtor, the other Debtors thereto and Agent (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the “*Security Agreement*”).


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HARRIS RESEARCH, INC.

By   
Name: Thomas Costello  
Title: Secretary

Accepted and agreed to in Chicago, Illinois as of the date first above written.

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name: Stephen Isaacs  
Title: Managing Director

[Signature Page to Trademark Collateral Agreement]

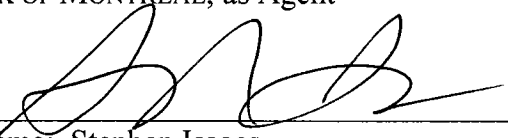
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HARRIS RESEARCH, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to in Chicago, Illinois as of the date first above written.

BANK OF MONTREAL, as Agent

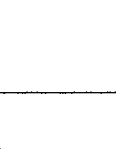

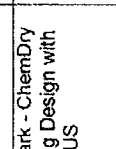
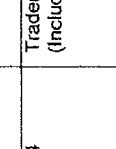
By  \_\_\_\_\_  
Name: Stephen Isaacs  
Title: Managing Director

**SCHEDULE A**

**SEE ATTACHED**



HARRIS RESEARCH, INC. - STATUS OF INTELLECTUAL PROPERTY



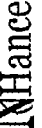
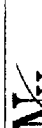
TRADEMARKS

Docket No.	Description/Title	Registration or Application Number	Filing Date	Class	Mark
<b>U.S. TRADEMARKS</b>					
11392.0020.	Trademark - The Carbonated Carpet Cleaner - US	2,701,993 / 76/347,310	December 10, 2001	International Class 37	Word Mark Only
11392.0021	Trademark - ChemDry (Including Strip Design & Color) - US	2,763,431 / 76/347,296	December 10, 2001	International Class 37	
11392.0022	Trademark - ChemDry (Including Strip Design) - US	2,763,429 / 76/347,033	December 10, 2001	International Class 37	
11392.0023	Trademark - ChemDry (Including Design with Color) - US	2,770,836 / 76/347,034	December 10, 2001	International Classes 3, 5, and 37	
11392.0024	Trademark - ChemDry (Including Design) - US	2,793,715 / 76/347,311	December 10, 2001	International Classes 3, 5, and 37	
11392.0025	Trademark - Clean Dry - US	3,352,772 / 76/384,922	March 18, 2002	International Class 3	Word Mark Only

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Docket No.	Description/Title	Registration or Application Number	Filing Date	Class	Mark
11392.0026.DIV	Trademark - Chem Clean - US	2,967,990 76/977,451	March 18, 2002	International Class 37	Word Mark Only
11392.0165	Trademark - Chem-Dry - US	1,357,192 73/513,798	December 17, 1984	International Class 37	Word Mark Only
11392.0166	Trademark - Chem-Dry - US	1,119,887 73/162,101	March 13, 1978	International Classes 3 and 7	Word Mark Only
11392.0168	Trademark - Chem-Dry Design - US	1,203,921 73/277,222	September 9, 1980	International Class 37	
11392.0169	Trademark - Chem-Dry Design - US	1,120,328 73/161,908	March 13, 1978	International Classes 3 and 7	
11392.0173	Trademark - P.U.R.T. (Stylized) - US	1,815,327 74/218,592	October 28, 1991	International Class 5	Word Mark Only
11392.0174	Trademark - Red Alert - US	1,443,783 73/627,660	October 30, 1986	International Class 3	Word Mark Only
11392.0176	Trademark - The Natural - US	1,762,324 74/293,419	July 13, 1992	International Class 3	Word Mark Only
11392.0210.	Trademark - Drier. Cleaner. Healthier. - US	3,016,784 76/571,545	January 22, 2004	International Class 37	Word Mark Only

Docket No.	Description/Title	Registration or Application Number	Filing Date	Class	Mark
11392.0221	Trademark - ChemDry (and Design) (Color) - US	2,819,247 76/493,810	February 28, 2003	International Class 3 and 37	
11392.0222	Trademark - ChemDry (and Design) (Black & White) - US	2,820,938 76/493,809	February 28, 2003	International Classes 3 and 37	
11392.0231	Trademark - N-hance (and design) (Color) - US	2,960,385 76/524,429	June 23, 2003	International Classes 2, 37	
11392.0240.	Trademark - N-hance (and design) - US	2,902,117 76/524,432	June 23, 2003	International Classes 2, and 37	
11392.0280.	Trademark - Stain Extinguisher - US	2,642,677 76/352,585	December 21, 2001	International Class 3	Word Mark Only
11392.0281	Trademark - Powerbase - US	2,670,102 76/266,681	June 4, 2001	International Class 7	Word Mark Only
11392.0282	Trademark - Powerhead - US	2,452,173 75/865,931	December 7, 1999	International Class 7	Word Mark Only
11392.0284	Trademark - N-hance - US	2,851,256 76/222,186	March 9, 2001	International Class 2	Word Mark Only
11392.0285	Trademark - N-hance - US	2,583,743 76/222,187	March 9, 2001	International Class 37	Word Mark Only

Docket No.	Description/Title	Registration or Application Number	Filing Date	Class	Mark
11392.0303	Trademark - World Famous - US	3,220,901 78/563,695	February 9, 2005	International Class 3	Word Mark Only
11392.0314	Trademark - No Dust. No Mess. No Odor. - US	3,636,605 77/514168	July 3, 2008	International Class 37	
11392.0317	Trademark - CHEM DRY (Logo in Oval) - US	3780184 77/698,666	March 25, 2009	International Classes 3 and 37	