

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Commercial Products LLC		09/30/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DISCO Acquisition Corp.
Street Address:	4626 N. 15th Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19140
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2249703	GRILBRIK
Registration Number:	2521997	FILTER BRITE
Registration Number:	1281153	FRESHWAY
Registration Number:	2305569	GRILBRIK
Registration Number:	1366141	DISCO
Registration Number:	0717303	BIG BOSS
Registration Number:	1136556	VANQUISH
Registration Number:	0890740	PINOSAN
Registration Number:	3918020	LIQUI-GRILL

CORRESPONDENCE DATA

Fax Number: (215)965-1331
 Phone: 215-965-1257
 Email: usptotm@panitchlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

900203729

TRADEMARK
REEL: 004635 FRAME: 0329

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via US Mail.

Correspondent Name: Maureen C. Kassner
Address Line 1: 2005 Market Street, Suite 2200
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	688297.0001
NAME OF SUBMITTER:	Maureen C. Kassner
Signature:	/Maureen C. Kassner/
Date:	10/04/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS AGREEMENT ("Assignment") is made and entered into as of September 30, 2011 by and between Continental Commercial Products LLC, a Delaware limited liability company ("Assignor"), and DISCO Acquisition Corp., a Pennsylvania corporation ("Assignee").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee have consummated the transactions under that certain Asset Purchase Agreement dated August 23, 2011 among Assignor, Assignee and Katy Industries, Inc. (the "Asset Purchase Agreement");

WHEREAS, Assignor owns certain rights, title and interest in and to the trademarks and associated United States Trademark Registrations identified on Annex "A" hereto (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Asset Purchase Agreement; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks together with the goodwill of the business connected with and symbolized by the Trademarks and all rights associated therewith including, without limitation, common law rights, the right to sue for past, present and future infringement or dilution thereof, the right to apply for and renew the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration for the Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart

may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

[Signature page follows.]

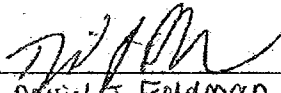
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR:

ASSIGNEE:

Continental Commercial Products LLC

DISCO Acquisition Corp.

By: 
David J. Feldman
Title: CEO

By: _____
Title:

[Signature page to Trademark Assignment]

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

ASSIGNOR:

ASSIGNEE:

Continental Commercial Products LLC

DISCO Acquisition Corp.

By: _____

By: Henry H. Waggoner

Title:

Title: Henry H. Waggoner
Executive Vice President

[Signature page to Trademark Assignment]

TRADEMARK
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Annex "A"

Trademarks

United States Trademarks

Trademark	Status	Registration #	Registration Date
GRILBRIK	Registered	2249703	01-Jun-1999
FILTER BRITE	Registered	2521997	25-Dec-2001
FRESHWAY	Registered	1281153	12-Jun-1984
GRILBRIK	Registered	2305569	04-Jan-2000
DISCO	Registered	1366141	22-Oct-1985
BIG BOSS	Registered	717303	20-Jun-1961
VANQUISH	Registered	1136556	3-Jun-1980
PINOSAN	Registered	890740	12-May-1970
LIQUI-GRILL	Registered	3918020	8-Feb-2011