

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
ADCO PRODUCTS, INC.		12/19/2011	LIMITED LIABILITY COMPANY: GEORGIA

**RECEIVING PARTY DATA**

Name:	ACUITY SPECIALTY PRODUCTS, INC.
Street Address:	1310 SEABOARD INDUSTRIAL BOULEVARD, N.W.
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30318
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	0210592	ADCO
Registration Number:	1173804	ADCO DETERGENT
Registration Number:	2467818	ADCO INC. QUALITY INTEGRITY & DEPENDABILITY SINCE 1908 ADCO QUALITY TALKS!
Registration Number:	1676487	ADCO-LITE CHARGE
Registration Number:	1587372	ADCO RENEW
Serial Number:	85441289	ADCO
Serial Number:	85441241	ADCO WHERE CLEAN BEGINS.
Serial Number:	85441302	ADCO WHERE CLEAN BEGINS.
Registration Number:	1929551	ADCO'S VIVIA!
Registration Number:	2096103	AQUASIZE
Registration Number:	0726343	BOOT
Registration Number:	1178759	CLOROSHEEN
Registration Number:	1165138	CRYSTAL SOLTEX

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Registration Number:	1873535	DISCOVER
Registration Number:	0301520	DRI-SHEEN
Registration Number:	1207703	FASHION FINISH
Registration Number:	0955392	PERKSHEEN #324
Registration Number:	2096107	POWERBRITE
Registration Number:	1204213	REETONE-C
Registration Number:	0790118	RSR
Registration Number:	0523979	RSR
Registration Number:	1366147	SILK-SHEEN
Registration Number:	2096106	SOFTENALL
Registration Number:	1905240	SOFT KLEEN
Registration Number:	1178761	TERGIT
Registration Number:	1039493	"TEXTURE-LIFE"
Registration Number:	1954398	TIGER
Registration Number:	1874989	TOP CAT
Registration Number:	1178760	WETSPO

**CORRESPONDENCE DATA**

Fax Number: (404)602-8862  
Phone: 202-955-1500  
Email: lkimsey@hunton.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: HUNTON & WILLIAMS LLP  
Address Line 1: 2200 PENNSYLVANIA AVENUE, N.W.  
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	78681.101062
NAME OF SUBMITTER:	Eric J. Hanson
Signature:	/Eric J. Hanson/
Date:	12/20/2011

Total Attachments: 5  
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## **TRADEMARK SECURITY AGREEMENT**

WHEREAS, ADCO PRODUCTS, LLC, a limited liability company organized under the laws of the State of Georgia (hereinafter "Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule A annexed hereto; and

WHEREAS, Grantor and ACUITY SPECIALTY PRODUCTS, INC., a corporation organized under the laws of the State of Georgia (hereinafter "Secured Party") have entered into that certain Loan and Security Agreement dated December 19, 2011 (as the same may be amended, modified, extended or restated from time to time, the "Loan Agreement"; capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement), providing for a loan to the Grantor for the acquisition of certain assets of ADCO CLEANING PRODUCTS, LLC, a limited liability company organized under the laws of the State of Delaware; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations of the Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations and trademark applications referred to in Schedule A annexed hereto, and all

of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule A annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule A, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark applications.

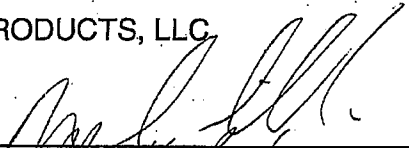
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 19<sup>th</sup> day of December, 2011.

Acknowledged:

**GRANTOR:**

ADCO PRODUCTS, LLC

By:   
Name: Mark K. Gramak  
Title: Member - Manager

**SECURED PARTY:**

ACUITY SPECIALTY PRODUCTS, INC.

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 19<sup>th</sup> day of December, 2011.

Acknowledged:

**GRANTOR:**

ADCO PRODUCTS, LLC

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

**SECURED PARTY:**

ACUITY SPECIALTY PRODUCTS, INC.

By: Philip C Theodore  
Name: Philip A. Theodore  
Title: Vice President

**SCHEDULE A**

<b>U.S. Trademark Application or Registration No.</b>	<b>Mark</b>
210,592	ADCO & DESIGN
1,173,804	ADCO DETERGENT
2,467,818	ADCO INC. QUALITY INTEGRITY & DEPENDABILITY SINCE 1908 ADCO QUALITY TALKS AND DESIGN
1,676,487	ADCO LITE CHARGE
1,587,372	ADCO RENEW
85/441,289	ADCO (STYLIZED)
85/441,241	ADCO WHERE CLEAN BEGINS.
85/441,302	ADCO WHERE CLEAN BEGINS. (STYLIZED)
1,929,551	ADCO'S VIVIA!
2,096,103	AQUASIZE
726,343	BOOT
1,178,759	CLOROSHEEN
1,165,138	CRYSTAL SOLTEX
1,873,535	DISCOVER
301,520	DRI-SHEEN
1,207,703	FASHION FINISH
955,392	PERK SHEEN #324
2,096,107	POWERBRITE
1,204,213	REETONE-C
790,118	RSR AND DESIGN
523,979	RSR (STYLIZED)
1,366,147	SILK-SHEEN
2,096,106	SOFTENALL
1,905,240	SOFT KLEEN
1,178,761	TERGIT
1,039,493	TEXTURE LIFE
1,954,398	TIGER
1,874,989	TOP CAT
1,178,760	WETSPO