

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
Sellars Absorbent Materials, Inc.		12/30/2011	CORPORATION: WISCONSIN
Sellars Machine Builders, LLC		12/30/2011	LIMITED LIABILITY COMPANY: WISCONSIN
Sellars Distribution Company LLC		12/30/2011	LIMITED LIABILITY COMPANY:

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: 42

Property Type	Number	Word Mark
Registration Number:	3345252	APPLIES IN MINUTES. LASTS FOR MONTHS!
Registration Number:	3354469	BIG GRIP
Registration Number:	3486105	BIG GRIP
Registration Number:	3234708	BRAVO
Registration Number:	4035971	CONSERVE-A-SIZE
Registration Number:	4036075	1 2 3 CONSERVE-A-SIZE
Registration Number:	3490596	EVERSOAK
Registration Number:	3438387	EVERSOAK BRAND
Registration Number:	3915201	GREEN INNOVATION
Registration Number:	3825964	GREEN INNOVATION
Registration Number:	3963274	GREEN X

Registration Number:	3242941	OUTDOOR TOWELS
Registration Number:	3292379	PIT CREW
Registration Number:	3354371	PIT CREW BRAND
Registration Number:	3662138	SAFE 2 FLUSH
Registration Number:	2329549	SELLARS
Registration Number:	3635917	SELLARS
Registration Number:	3399367	TOOL BOX
Registration Number:	4027082	TOOL BOX
Registration Number:	3325928	TOOL BOX
Registration Number:	4027083	TOOL BOX
Registration Number:	3071803	WATERWEAVE
Registration Number:	3270388	WHEN PERFORMANCE DEMANDS QUALITY
Registration Number:	3481781	Z-CEL
Registration Number:	3231702	
Registration Number:	4005319	BRAVO
Serial Number:	85471559	BRING YOUR TOOLBOX TO EVERY JOB
Serial Number:	85394707	DOUBLE-TAKE
Serial Number:	85396888	DOUBLE-TAKE
Serial Number:	77654223	GREEN INNOVATION
Serial Number:	85042282	GREEN INNOVATION
Serial Number:	77672752	GREEN X
Serial Number:	77687708	GREEN X
Serial Number:	77929770	GREENX TOWELS
Serial Number:	77930478	MOM NATURE
Serial Number:	85369033	THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS
Serial Number:	85385881	POWERMATCH
Serial Number:	85425477	PUNCH OUT
Serial Number:	85407861	SIDEKICK
Serial Number:	85456835	TOOL BOX BRAND
Serial Number:	85456849	TOOL BOX BRAND
Serial Number:	85019891	WORKS LIKE CLOTH AND IT'S GREEN!

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Phone: 804-788-8523

TRADEMARK
REEL: 004690 FRAME: 0799

Email: HWRITM@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: 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 23219-7074

ATTORNEY DOCKET NUMBER:	77972.1
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	01/04/2012

Total Attachments: 8

source=Assignment - Wisconsin Note#page1.tif
source=Assignment - Wisconsin Note#page2.tif
source=Assignment - Wisconsin Note#page3.tif
source=Assignment - Wisconsin Note#page4.tif
source=Assignment - Wisconsin Note#page5.tif
source=Assignment - Wisconsin Note#page6.tif
source=Assignment - Wisconsin Note#page7.tif
source=Assignment - Wisconsin Note#page8.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of the 30th day of December, 2011 (the "Effective Date"), by and between **SELLARS ABSORBENT MATERIALS, INC.**, a Wisconsin corporation ("SAM"), **SELLARS MACHINE BUILDERS, LLC**, a Wisconsin limited liability company, and **SELLARS DISTRIBUTION COMPANY LLC**, a Wisconsin limited liability company (collectively, "Assignors"), and **WISCONSIN NOTE INVESTORS, LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

A. Assignors and/or SAM own all right, title, and interest in and to certain "Intellectual Property," as defined and identified in that certain "Purchase and Sale Agreement" that Assignors and Assignee entered into as of December 30, 2011, and as further identified in this Assignment.

B. In the Purchase and Sale Agreement, Assignors agreed to and did assign to Assignee all of their right, title, and interest in and to the Intellectual Property.

C. Assignors and Assignee wish to memorialize and further document that assignment of Intellectual Property in a form to be recorded with the U.S. Patent and Trademark Office.

For good and valuable consideration as set forth herein and in the Purchase and Sale Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. **Purchase and Sale Agreement.** This Assignment is made pursuant to, and is subject to, the Purchase and Sale Agreement. Nothing in this Assignment shall be deemed to modify any provisions of the Purchase and Sale Agreement or any rights or obligations of Assignors or Assignee under the Purchase and Sale Agreement. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase and Sale Agreement.

2. **Assignment of Intellectual Property.** Assignors and/or SAM hereby sell, assign, and transfer to Assignee all of their and/or its worldwide right, title, and interest in and to the Intellectual Property, including all rights therein and related thereto, which includes but is not limited to the following: (a) all patent rights, patents, patent applications, and invention disclosures, and all patents that may issue thereon; (b) all copyright rights, copyright registrations, and applications for copyright registrations; (c) all trademarks, service marks, design marks, slogans, trade dress, trade names, corporate names, Internet domain names, and any applications or registrations therefor or relating thereto, and all related goodwill; (d) all trade secrets and confidential information, including but not limited to business information, formulas, technology, processes, methods, know-how, computer programs, customer lists, and vendor lists; (e) all rights of publicity and privacy, including but not limited to the rights to use names, likenesses, and identities; and (f) all patents and trademarks, and all registrations and applications therefor, identified in Exhibit A and Exhibit B to this Assignment. This assignment includes all rights in and to all income, royalties, damages, and other remedies now or hereafter due or payable with respect to any of the Intellectual Property, and the right to sue, counterclaim, and recover for any present and future (but not past) infringements of the Intellectual Property, as fully and entirely as such rights would have been held and enjoyed by Assignors and/or SAM if this assignment had not been made.

3. **Additional Documents.** Upon Assignee's request and without further compensation or consideration, Assignors and/or SAM will make, execute, and deliver any and all other documents, and do all lawful acts and things, as may be necessary or appropriate, in Assignee's judgment, to secure, vest, maintain, perfect, or record this assignment of the Intellectual Property.

4. **Assistance in Maintaining, Protecting and Enforcing Rights.** Upon Assignee's request and without further compensation or consideration, Assignors and/or SAM will provide such assistance as may be necessary or appropriate, in Assignee's judgment, for Assignee to maintain, prosecute, protect and enforce the Intellectual Property, including but not limited to providing documents, files, information, affidavits, declarations, and testimony in connection with prosecution, maintenance, and litigation, arbitration, mediation, opposition, cancellation, or interference proceedings.

5. **Miscellaneous.**

(a) **Headings.** The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

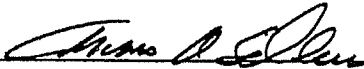
(c) **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.

(e) **Amendments.** This Assignment may be amended, modified or waived only by a written agreement signed by Assignors and Assignee.

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date first herein written.

ASSIGNORS:

SELLARS ABSORBENT MATERIALS, INC.,
a Wisconsin corporation

By: 
Thomas A. Sellars, CEO

SELLARS MACHINE BUILDERS, LLC,
a Wisconsin limited liability company

By: 
Thomas A. Sellars, CEO

SELLARS DISTRIBUTION COMPANY LLC,
a Wisconsin limited liability company

By: 
Thomas A. Sellars, CEO

ASSIGNEE:

WISCONSIN NOTE INVESTORS, LLC,
a Delaware limited liability company

By: Pittco Capital Management, LLC, its manager

By: Pittco Management, LLC, its member

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date first herein written.

ASSIGNORS:

SELLARS ABSORBENT MATERIALS, INC.,
a Wisconsin corporation

By: _____
Thomas A. Sellars, CEO

SELLARS MACHINE BUILDERS, LLC,
a Wisconsin limited liability company

By: _____
Thomas A. Sellars, CEO

SELLARS DISTRIBUTION COMPANY LLC,
a Wisconsin limited liability company

By: _____
Thomas A. Sellars, CEO

ASSIGNEE:

WISCONSIN NOTE INVESTORS, LLC,
a Delaware limited liability company

By: Pittco Capital Management, LLC, its manager

By: Pittco Management, LLC, its member

By: Andrew Simpson
Name: Andrew Simpson
Title: Chief Investment Officer






EXHIBIT B

U.S. AND WISCONSIN REGISTERED AND APPLIED-FOR TRADEMARKS (ALL OWNED BY SELLARS ABSORBENT MATERIALS, INC., A WISCONSIN CORPORATION)


U.S. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>
APPLIES IN MINUTES. LASTS FOR MONTHS!	3,345,252
BIG GRIP	3,354,469
	3,486,105
BRAVO	3,234,708
CONSERVE-A-SIZE	4,035,971
	4,036,075
EVERSOAK	3,490,596
	3,438,387
GREEN INNOVATION	3,915,201
	3,825,964
	3,963,274




U.S. REGISTERED TRADEMARKS (CONTINUED)

<u>Mark</u>	<u>Registration No.</u>
	3,242,941
PIT CREW	3,292,379
	3,354,371
SAFE 2 FLUSH	3,662,138
SELLARS	2,329,549
	3,635,917
TOOL BOX	3,399,367
TOOL BOX	4,027,082
	3,325,928
	4,027,083
WATERWEAVE	3,071,803
WHEN PERFORMANCE DEMANDS QUALITY	3,270,388




U.S. REGISTERED TRADEMARKS (CONTINUED)

<u>Mark</u>	<u>Registration No.</u>
	3,481,781
	3,231,702
	4,005,319

U.S. APPLIED-FOR TRADEMARKS

<u>Mark</u>	<u>Application Ser. No.</u>
BRING YOUR TOOLBOX TO EVERY JOB	85/471,559
DOUBLE-TAKE	85/394,707
DOUBLE-TAKE	85/396,888
GREEN INNOVATION	77/654,223
	85/042,282
	77/672,752 (not active)
	77/687,708 (not active)

U.S. APPLIED-FOR TRADEMARKS (CONTINUED)

<u>Mark</u>	<u>Application Ser. No.</u>
	77/929,770
MOM NATURE	77/930,478
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	85/369,033
POWERMATCH	85/385,881
	85/425,477
	85/407,861
	85/456,835
	85/456,849
WORKS LIKE A CLOTH AND IT'S GREEN!	85/019,891

WISCONSIN REGISTERED TRADEMARKS

Marks

SHOP RAGS

SOF SOAK

SOF WRAP