

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
W.M. Barr & Company, Inc.		12/30/2011	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Registration Number:	3015383	AEGIS
Registration Number:	3157314	AEGIS
Registration Number:	2988969	AEGIS MICROBE SHIELD
Registration Number:	3526540	AIRCRAFT
Registration Number:	3157814	ALLIGATOR
Registration Number:	3363072	BARR
Registration Number:	3111118	BARR
Registration Number:	3516442	BARR
Registration Number:	3111121	BARR
Registration Number:	3756581	BETTER FOR THE ENVIRONMENT
Registration Number:	1065085	BIX
Registration Number:	1224758	BIX QUICK STRIP
Registration Number:	3053118	BULLDOG
Registration Number:	0760145	BULL DOG

CH \$2065.00 3015383

Registration Number:	3119411	GET A GRIP BULLDOG BLACK
Registration Number:	1821949	CITRISTRIP
Registration Number:	1893890	CITRISTRIP
Registration Number:	3186063	CITRISTRIP
Registration Number:	1109816	DAMP RID
Registration Number:	1467905	DAMP RID
Registration Number:	2499669	DAMP RID
Registration Number:	2241262	DAMP TRAPS
Registration Number:	3805830	EASY-FILL
Registration Number:	3805831	EASY-FILL
Registration Number:	3535252	ECOFRESH
Registration Number:	1701323	ENVIRONMENTALLY CONSIDERATE
Registration Number:	1714753	E-Z DECK WASH
Registration Number:	3948742	E-Z HOUSE WASH
Registration Number:	1570529	GILLESPIE
Registration Number:	1644409	GOOD-BYE CRACKS
Registration Number:	1107680	GOOF OFF
Registration Number:	2323755	GOOF OFF
Registration Number:	3762463	GOOF OFF THE MIRACLE REMOVER!
Registration Number:	2834601	GOOF OFF THE ULTIMATE REMOVER!
Registration Number:	2958530	GREASEAID
Registration Number:	3166099	ICE ENEMY
Registration Number:	0643061	JASCO
Registration Number:	0645333	JASCO
Registration Number:	0642768	JASCO
Registration Number:	3059421	KLEAN HEAT
Registration Number:	2885295	KLEAN HEAT
Registration Number:	2943879	KLEAN-STRIP
Registration Number:	1659326	KLEAN-STRIP
Registration Number:	1659325	KLEAN-STRIP
Registration Number:	3611080	KS PRO
Registration Number:	1865131	MASK & PEEL
Registration Number:	0730254	MILDEWDISK
Registration Number:	1480345	MILDEX
Registration Number:	1701322	MILDEX PLUS

	3069975	MILTROL
Registration Number:	3134154	MOLD ARMOR
Registration Number:	3517303	MOLD ARMOR
Registration Number:	3523194	MOLD ARMOR
Registration Number:	3523195	MOLD ARMOR
Registration Number:	3448661	NAKED GUN
Registration Number:	2617886	NO-RUST
Registration Number:	3151242	ODOR GENIE
Registration Number:	1992403	ODOR ZAPP
Registration Number:	3278295	
Registration Number:	3158706	OXY-MOLD
Registration Number:	1595940	P & D
Registration Number:	3844684	PREP-ALL
Registration Number:	3049475	PROTECTED BY THE AEGIS MICROBE SHIELD
Registration Number:	1954268	RUSTAID
Registration Number:	1866159	SEAL TREAT
Registration Number:	2872778	SOLUTIONEX
Registration Number:	2931720	SPRINKLERITE
Registration Number:	2081684	STRIP-X
Registration Number:	3739150	THE MIRACLE REMOVER
Registration Number:	2584795	THE ULTIMATE GOO REMOVER
Registration Number:	1402751	TUFF JOB
Registration Number:	2890278	VERDAGRO
Registration Number:	3694335	
Serial Number:	85407539	AIRCRAFT
Serial Number:	85407550	BARRIEX
Serial Number:	85407496	BULLDOG
Serial Number:	85471695	HOME ARMOR
Serial Number:	85439426	KLEAN-STRIP
Serial Number:	85407544	NAKED GUN
Serial Number:	85407530	PREP-ALL
Serial Number:	77718480	REMOVES THE TOUGH STUFF
Serial Number:	85407643	WOOD ARMOR

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 004694 FRAME: 0080**

Fax Number: (312)803-5299  
Phone: (312) 845-3430  
Email: kalwa@chapman.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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:	1975085
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	01/09/2012

Total Attachments: 11  
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## TRADEMARK COLLATERAL AGREEMENT

This 30th day of December, 2011, W.M. Barr & Company, Inc., a Tennessee corporation ("*Debtor*") with its principal place of business and mailing address at 8000 Centerview Parkway, Suite 400, Memphis, Tennessee 38018, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative 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; and

(ii) All proceeds of the foregoing, including without limitation any claim by 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;

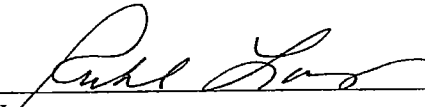
to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, BHP-Online, LLC and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative 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 the Administrative 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 the Administrative 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.

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

W.M. BARR & COMPANY, INC.

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

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

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

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative 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.

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

W.M. BARR & COMPANY, INC.

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

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By Justin P. Fontenot  
Name Justin P. Fontenot  
Title Vice-President

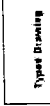


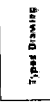


**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**
















SEE ATTACHED.



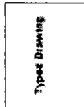

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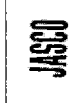
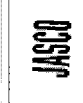
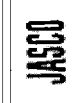








Trademark	AppNumber	RegNumber	Class	Status
	78470208	3015383	001	Active - Registered
	78688545	3157314	002	Active - Registered
	78297268	2988969	040	Active - Registered
	77291805	3526540	03 Int.	Active - Registered
	85407539	114/2008	003	Active - Pending
	78741952	3157814	03 Int	Active - Registered

Monday, November 21, 2011














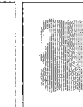

	BARR	78256897 6/2/2003	3363072 1/1/2008	01 Int, 02 Int, 03 Int, 04 Int, 08 Int, 21 Int	Active - Registered
	BARR	78268116 6/27/2003	3111118 7/4/2006	35 Int, 40 Int, 42 Int	Active - Registered
	BARR (AND DESIGN)	78256902 6/2/2003	3516442 10/14/2008	01 Int, 02 Int, 03 Int, 04 Int, 08 Int, 09 Int, 21 Int	Active - Registered
	BARR (AND DESIGN)	78274627 7/15/2003	3111121 7/4/2006	35 Int, 40 Int, 42 Int	Active - Registered
	BARRIEX	85407550 8/25/2011		001, 005	Active - Pending
	BETTER FOR THE ENVIRONMENT (AND DESIGN)	77533913 7/29/2008	3756581 3/9/2010	01, 02, 03 Int	Active - Registered
	BIX	73101726 10/1/1976	1065085 5/10/1977	02 Int, 03 Int	Active - Registered
	BIX QUICK STRIP	73278143 9/17/1980	1224758 1/25/1983	03 Int	Active - Registered
	BULLDOG	78346234 12/29/2003	3053118 1/31/2006	02 Int, 03 Int	Active - Registered
	BULLDOG (AND DESIGN)	72055975 7/25/1958	760145 11/12/1963	03 Int	Active - Registered
	BULLDOG (AND DESIGN)	85407496 8/25/2011		002, 003	Active - Pending
	BULLDOG BLACK DESIGN	78542053 1/4/2005	3119411 7/25/2006	01 Int, 02 Int	Active - Registered
	CITRISTRIP	74309258 8/28/1992	1821949 2/15/1994	03 Int	Active - Registered
	CITRISTRIP (AND DESIGN)	74532576 6/2/1994	1893890 5/16/1995	03 Int	Active - Registered
	CITRISTRIP (AND DESIGN)	78670248 7/14/2005	3186063 12/19/2006	03 Int	Active - Registered





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	DAMP RID	73153800 12/30/1977	1109816 12/26/1978	01 Int	Active - Registered
	DAMP RID	73660826 5/13/1987	1467905 12/8/1987	03 Int	Active - Registered
	DAMP RID	75879808 12/23/1999	2499669 10/23/2001	01 Int, 05 Int, 11 Int	Active - Registered
	DAMP TRAPS	75343358 8/22/1997	2241262 4/20/1999	01 Int	Active - Registered
	Easy-Fill	77780510 7/14/2009	3805830 6/22/2010		Active - Registered
	Easy-Fill (Design)	77780515 7/15/2009	3805831 6/22/2010		Active - Registered
	ECOFRESH	77390133 2/6/2008	3335252 11/18/2008	Certification Mark	Active - Registered
	ENVIRONMENTALLY CONSIDERATE (AND	74193513 8/12/1991	1701323 7/21/1992	03 Int	Active - Registered
	E-Z Deck Wash	74251445 3/2/1992	1714753 9/8/1992	03 Int	Active - Registered
	E-Z House Wash	77882390 11/30/2009	3948742 4/19/2011	Int. Cl. 3	Active - Registered
	GILLESPIE (STYLIZED)	73765759 11/25/1988	1570529 12/12/1989	02 Int, 03 Int	Active - Registered
	GOOD-BYE CRACKS	74042972 3/26/1990	1644409 5/14/1991	017 Int	Active - Registered
	GOOF OFF	73155486 1/16/1978	1107680 12/5/1978	03 Int	Active - Registered
	GOOF OFF	75609676 12/18/1998	2323755 2/29/2000	01 Int, 03 Int, 021 Int	Active - Registered
	GOOF OFF THE MIRACLE REMOVER	77718483 4/21/2009	3762463 3/23/2010	03	Active - Registered

	GOOF OFF THE ULTIMATE REMOVER	78247411 5/8/2003	2834601 4/20/2004	03 Int	Active - Registered
	GREASEAID	78313782 10/15/2003	2958530 5/31/2005	03 Int	Active - Registered
	HOME ARMOR	85471695 11/14/2011		002	Active - Pending
	ICE ENEMY (AND DESIGN)	78437154 6/17/2004	3166099 10/31/2006	01 Int	Active - Registered
	JASCO (STYLIZED)	71688909 6/6/1955	643061 3/19/1957	03 Int	Active - Registered
	JASCO (STYLIZED)	72004291 3/12/1956	645333 5/14/1957	16 Int	Active - Registered
	JASCO (STYLIZED)	72004292 3/12/1956	642768 3/19/1957	06 Int	Active - Registered
	KLEAN HEAT	78254536 5/27/2003	3059421 2/14/2006	04 Int	Active - Registered
	KLEAN-HEAT (AND DESIGN)	78255220 5/28/2003	2885295 9/14/2004	04 Int	Active - Registered
	KLEAN-STRIP	78393749 3/31/2004	2943879 4/26/2005	02 Int, 03 Int, 04 Int	Active - Registered
	KLEAN-STRIP	85439426 10/4/2011		040	Active - Pending
	KLEAN-STRIP (AND DESIGN)	73765764 11/25/1988	1659326 10/8/1991	02 Int, 03 Int, 04 Int	Active - Registered
	KLEAN-STRIP (STYLIZED)	73765760 11/25/1988	1659325 10/8/1991	02 Int, 03 Int, 04 Int	Active - Registered
	KS PRO	77397601 2/14/2008	3611080 4/28/2009	01 Int, 03 Int	Active - Registered
	MASK & PEEL	74401004 6/10/1993	1865131 11/29/1994	02 Int	Active - Registered

TRADEMARK  
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	MILDEWDISK	72109656 12/5/1960	730254 4/24/1962	01 Int	Active - Registered
	MILDEX	73662691 5/26/1987	1480345 3/15/1988	02 Int	Active - Registered
	MILDEX PLUS	74193497 8/12/1991	1701322 7/21/1992	03 Int	Active - Registered
	MILTROL	76634355 3/25/2005	3069975 3/31/2006	05 Int	Active - Registered
	MOLD ARMOR	78512083 11/5/2004	3134154 8/22/2006	05 Int	Active - Registered
	MOLD ARMOR	77167268 4/27/2007	3517303 10/14/2008	02 Int, 03 Int	Active - Registered
	MOLD ARMOR	77208389 6/18/2007	3523194 10/28/2008	01 Int, 02 Int, 03 Int, 05 Int	Active - Registered
	MOLD ARMOR (STYLIZED)	77208394 6/18/2007	3523195 10/28/2008	01 Int, 02 Int, 03 Int, 05 Int	Active - Registered
	NAKED GUN	77301278 10/11/2007	3448661 6/17/2008	03 Int	Active - Registered
	NAKED GUN (AND DESIGN)	85407544 8/25/2011		003	Active - Pending
	NO-RUST	76306869 8/29/2001	2617886 9/10/2002	01 Int	Active - Registered
	ODOR GENIE	76528371 7/10/2003	3151242 10/3/2006	05 Int	Active - Registered
	ODOR ZAPP	74555776 8/1/1994	1992403 8/13/1996	01 Int	Active - Registered
	ORANGE	76639123 5/19/2005	3278295 8/14/2007	03 Int	Active - Registered
	OXY-MOLD	78772621 12/13/2005	3158706 10/17/2006	03 Int	Active - Registered

	P & D (AND DESIGN)	73765761 11/25/1988	1595940 5/15/1990	03 Int, 04 Int	Active - Registered
Type Drawing	PREP-ALL	77926022 2/2/2010	3844684 9/7/2010	1	Active - Registered
	PREP-ALL (AND DESIGN)	85407530 8/25/2011		001	Active - Pending
	PROTECTED BY THE AEGIS MICROBE SHIELD	78467312 8/13/2004	3049475 1/24/2006	Certification Mark	Active - Registered
Type Drawing	REMOVES THE TOUGH STUFF	77718480 4/21/2009		03	Active - Pending
Type Drawing	RUSTAID	74549164 7/14/1994	1954268 2/6/1996	03 Int	Active - Registered
	SEAL TREAT (STYLIZED)	74401003 6/10/1993	1866159 12/6/1994	02 Int	Active - Registered
Type Drawing	SOLUTIONEX	78206206 1/12/2003	2872778 8/10/2004	03 Int	Active - Registered
Type Drawing	SPRINKLERITE	78206204 1/12/2003	2931720 3/8/2005	11 Int	Active - Registered
Type Drawing	STRIP-X	75166118 9/16/1996	2081684 7/22/1997	03 Int	Active - Registered
Type Drawing	THE MIRACLE REMOVER	77718458 4/21/2009	3739150 1/19/2010	03	Active - Registered
	THE ULTIMATE GOO REMOVER	76170220 11/22/2000	2584795 6/25/2002	03 Int	Active - Registered
Type Drawing	TUFF JOB	73560800 9/30/1985	1402751 7/29/1986	03 Int	Active - Registered
Type Drawing	VERDAGRO	78206272 1/23/2003	2890278 9/28/2004	01 Int	Active - Registered
Type Drawing	WHITE	77440232 4/4/2008	3694335 10/6/2009	03 Int	Active - Registered

TRADEMARK  
REEL: 004694 FRAME: 0091



WOOD ARMOR

85407643  
8/25/2011

002

Active - Pending