

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                 |
|---------------------------|----------|----------------|-----------------------------|
| Microban Products Company |          | 12/30/2011     | CORPORATION: NORTH CAROLINA |

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: 22

| Property Type        | Number  | Word Mark                         |
|----------------------|---------|-----------------------------------|
| Registration Number: | 2380284 | MICROBAN ANTIBACTERIAL PROTECTION |
| Registration Number: | 3414443 | CLEANER. FRESHER. ALL THE TIME.   |
| Registration Number: | 1063362 | MICROBAN                          |
| Registration Number: | 1141006 | MICROBAN                          |
| Registration Number: | 2220264 | MICROBAN                          |
| Registration Number: | 2611477 | MICROBAN                          |
| Registration Number: | 2227218 | MICROBAN                          |
| Registration Number: | 3263245 | MICROFRESH                        |
| Registration Number: | 3614683 | MICROBAN                          |
| Registration Number: | 3614685 | MICROBAN                          |
| Registration Number: | 3614684 | MICROBAN                          |
| Registration Number: | 3443067 | MICROFRESH                        |
| Registration Number: | 4012824 | MICROBAN                          |
| Registration Number: | 3911590 | MICROBAN                          |

**TRADEMARK**

|                      |          |  |
|----------------------|----------|--|
| Registration Number: | 3738015  | WHAT WOULD YOU MICROBAN?                   |
| Serial Number:       | 85333632 | MICROBAN ANTIMICROBIAL PROTECTION          |
| Serial Number:       | 85343013 | ANYTHING YOU CAN MAKE, WE CAN KEEP CLEANER |
| Serial Number:       | 85343032 | ANYTHING YOU CAN MAKE, WE CAN KEEP FRESHER |
| Serial Number:       | 85426773 | MICROBAN CLEAN                             |
| Serial Number:       | 85175619 | MICROBAN CLEAN                             |
| Serial Number:       | 85975282 | MICROBAN CLEAN                             |
| Serial Number:       | 85106866 | MICROBAN                                   |

**CORRESPONDENCE DATA**

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: | 1975499         |
| NAME OF SUBMITTER:      | Richard Kalwa   |
| Signature:              | /richard kalwa/ |
| Date:                   | 01/11/2012      |

Total Attachments: 5  
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## TRADEMARK COLLATERAL AGREEMENT

This 30th day of December, 2011, Microban Products Company, a North Carolina corporation, and Microban Systems, Inc., a Pennsylvania corporation (together hereinafter referred to as "*Debtors*" and each individually as a "*Debtor*"), each with its principal place of business and mailing address at 11400 Vanstory Drive, Huntersville, North Carolina 28078, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assign, mortgage and pledge 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 grant 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 Debtors 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;

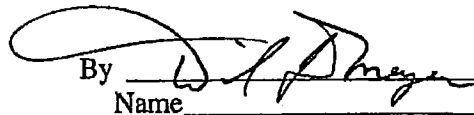
to secure the payment and performance of all Secured Obligations of Debtors as set out in that certain Security Agreement bearing even date herewith among Debtors, certain affiliates of Debtors and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security 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 any 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 such 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.

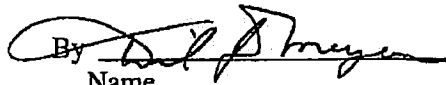
Debtors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the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

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

MICROBAN PRODUCTS COMPANY

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

MICROBAN SYSTEMS, 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 \_\_\_\_\_

Debtors do 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, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MICROBAN PRODUCTS COMPANY

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

MICROBAN SYSTEMS, 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**

MICROBAN PRODUCTS COMPANY:

See attached.

MICROBAN SYSTEMS, INC.:

| <b>Serial<br/>No.</b> | <b>Filing<br/>Date</b> | <b>Status</b> | <b>Reg. no.</b> | <b>Reg.<br/>Date</b> | <b>Class(es)</b> | <b>Mark</b> |
|-----------------------|------------------------|---------------|-----------------|----------------------|------------------|-------------|
| 73/614750             | 8/14/1986              | Registered    | 1464213         | 11/10/1987           | 5                | MICROBAN    |

**TRADEMARKS, REGISTERED**

| <u>Serial No.</u> | <u>Filing Date</u> | <u>Status</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Class(es)</u> | <u>Mark</u>   |
|-------------------|--------------------|---------------|-----------------|------------------|------------------|---|
| 75/426927         | 2/2/1998           | Registered    | 2380284         | 8/29/2000        | 1,40             | MICROBAN<br>ANTIBACTERIAL<br>PROTECTION<br>CLEANER. FRESHER.<br>ALL THE TIME. |
| 77/268100         | 8/30/2007          | Registered    | 3414443         | 4/22/2008        | 21,24            | MICROBAN<br>ANTIBACTERIAL<br>PROTECTION<br>CLEANER. FRESHER.<br>ALL THE TIME. |
| 73/065448         | 10/9/1975          | Registered    | 1063362         | 4/12/1977        | 22               | MICROBAN  |
| 73/164676         | 4/3/1978           | Registered    | 1141006         | 11/4/1980        | 1                | MICROBAN  |
| 75/354497         | 9/10/1997          | Registered    | 2220264         | 1/26/1999        | 40               | MICROBAN  |
| 76/042781         | 5/8/2000           | Registered    | 2611477         | 8/27/2002        | 1                | MICROBAN  |
| 75/280847         | 4/25/1997          | Registered    | 2227218         | 3/2/1999         | 1,40             | MICROBAN and Design   |
| 78/977379         | 12/11/2003         | Registered    | 3263245         | 7/10/2007        | 1                | MICROFRESH  |
| 77/410208         | 2/29/2008          | Registered    | 3614683         | 5/5/2009         | 17               | MICROBAN  |
| 77/410263         | 2/29/2008          | Registered    | 3614685         | 5/5/2009         | 11               | MICROBAN  |
| 77/410231         | 2/29/2008          | Registered    | 3614684         | 5/5/2009         | 21               | MICROBAN  |
| 78/980064         | 12/11/2003         | Registered    | 3443067         | 6/3/2008         | 20,24            | MICROFRESH  |
| 77/582913         | 10/1/2008          | Registered    | 4012824         | 8/16/2011        | 11,19,20,21      | MICROBAN  |
| 77/638711         | 12/23/2008         | Registered    | 3911590         | 1/25/2011        | 21               | MICROBAN  |
| 77/651184         | 1/16/2009          | Registered    | 3738015         | 1/12/2010        | 35               | WHAT WOULD YOU<br>MICROBAN?   |

**TRADEMARKS, APPL.**

| <u>Serial No.</u> | <u>Filing Date</u> | <u>Status</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Class(es)</u> | <u>Mark</u>                                      |
|-------------------|--------------------|---------------|-----------------|------------------|------------------|--|
| 85/333632         | 5/31/2011          | Pending       | na              | na               | 1,40             | MICROBAN<br>ANTIMICROBIAL<br>PROTECTION          |
| 85343013          | 6/10/2011          | Pending       | na              | na               | 40               | ANYTHING YOU CAN<br>MAKE, WE CAN KEEP<br>CLEANER |
| 85343032          | 6/10/2011          | Pending       | na              | na               | 40               | ANYTHING YOU CAN<br>MAKE, WE CAN KEEP<br>FRESHER |
| 85426773          | 9/20/2011          | Pending       | na              | na               | 11,19,40         | MICROBAN CLEAN                                   |
| 85175619          | 11/12/2010         | Pending       | na              | na               | 27               | MICROBAN CLEAN                                   |
| 85975282          | 11/12/2010         | Pending       | na              | na               | 24               | MICROBAN CLEAN                                   |
| 85106866          | 8/13/2010          | Pending       | na              | na               | 10,25            | MICROBAN   |

TRADEMARKS