

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 Systems, Inc.		12/30/2011	CORPORATION: PENNSYLVANIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1464213	MICROBAN	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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;

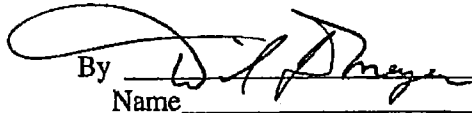
to secure the payment and performance of all Secured Obligations of Debtors as set out in that certain Security Agreement bearing even date herewith among Debtors, certain affiliates of Debtors and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security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

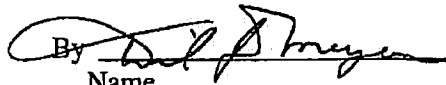
Debtors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the 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.

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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.:

Serial No.	Filing Date	Status	Reg. no.	Reg. Date	Class(es)	Mark
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 ANTIBACTERIAL PROTECTION CLEANER. FRESHER. ALL THE TIME.
77/268100	8/30/2007	Registered	3414443	4/22/2008	21,24	MICROBAN
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 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 ANTIMICROBIAL PROTECTION
85343013	6/10/2011	Pending	na	na	40	ANYTHING YOU CAN MAKE, WE CAN KEEP CLEANER
85343032	6/10/2011	Pending	na	na	40	ANYTHING YOU CAN MAKE, WE CAN KEEP 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