

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

DOCUMENT ID NO. 900219179

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
W.A. Cleary Corporation		03/29/2012	CORPORATION: NEW JERSEY
Cleary Chemicals, LLC		03/29/2012	LTD LIAB JT ST CO: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Lakeland Bank, an NJ banking institution
<b>Street Address:</b>	250 Oak Ridge Road
<b>City:</b>	Oak Ridge
<b>State/Country:</b>	NEW JERSEY / USA
<b>Postal Code:</b>	07438
<b>Entity Type:</b>	NEW JERSEY banking institution

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	77942162	TORQUE
Serial Number:	85301381	C CLEARY COUNT ON CLEARY
Serial Number:	85116160	MILBAN 2
Serial Number:	85116180	RACHET
Registration Number:	3096477	26/36 FUNGICIDE
Registration Number:	3111343	3336
Registration Number:	3859831	AFFIRM
Registration Number:	4059996	C CLEARY
Registration Number:	2234465	ECOLOGIX
Registration Number:	3105117	EMBLEM

**TRADEMARK**

**REEL: 004796 FRAME: 0634**

**CORRESPONDENCE DATA**

Fax Number: (908)722-0755  
Phone: 9087220700  
Email: sbennett@nmmlaw.com

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

Correspondent Name: Jesse P. Nash, Esq.  
Address Line 1: 721 Route 202-206, Suite 200  
Address Line 4: Bridgewater, NEW JERSEY 08807

**NAME OF SUBMITTER:**

Jesse P. Nash

**Signature:**

/Jesse P Nash/

**Date:**

03/30/2012

**Total Attachments: 4**

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**RECEIPT INFORMATION**

ETAS ID: TM230975  
Receipt Date: 03/30/2012  
Fee Amount: \$265

## TRADEMARK COLLATERAL ASSIGNMENT

W.A. CLEARY CHEMICAL CORPORATION and CLEARY CHEMICALS, LLC (collectively, "Assignors"), each having an address at 178 Ridge Road, Dayton, New Jersey 08810, do hereby grant to LAKELAND BANK (the "Assignee"), having an address at 250 Oak Ridge Road, Oak Ridge, New Jersey 07438, a security interest in and a conditional assignment of the trademarks of each identified on Schedule A hereto and the goodwill symbolized thereby (the "Trademarks"), together with all the proceeds thereof. The interest in the collateral being assigned hereunder shall not be construed as a current assignment, but as an assignment to secure Assignors' obligations to Assignee under the Credit Agreement (as hereinafter defined) that will take effect only following the occurrence of a Default (as hereinafter defined), and as a present grant of a security interest.

This Assignment is given as collateral security for all the Obligations, as such capitalized term is defined in the Revolving Credit and Security Agreement dated February 9, 2012 between the W.A. Cleary Corporation, W.A. Cleary Products Incorporated, W.A. Cleary Chemical Corporation, Tara Greens, Inc. and the Assignee, as such Agreement may hereafter be amended, supplemented or replaced from time to time (the "Credit Agreement").

As used herein, the term "Default" shall have the meaning ascribed to it in the Credit Agreement.

The Assignors shall not assign any of the Trademarks without the prior written consent of the Assignee; and any such assignment that is attempted without such consent shall be void; provided, however, that the Assignors may assign the Trademarks to an affiliated entity that is a party to the Credit Agreement.

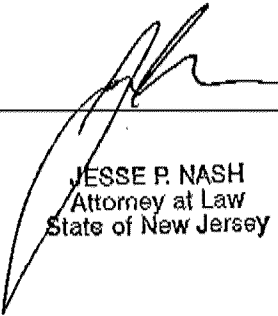
The assignment effected hereby shall be governed by Article 9 of the Uniform Commercial Code as in effect in New Jersey. Upon the occurrence of a Default, the Assignee shall have the rights and remedies of a secured party as set forth therein, as well as all other rights and remedies provided or allowed by the Credit Agreement or other applicable law.

Upon payment in full of all the Obligations, the Assignee shall execute and deliver to the Assignors such instruments of assignment, release and other instruments as may be necessary to terminate Assignee's security interest and conditional interest in the Trademarks (except to the extent that the Assignee shall have disposed of the same in accordance with applicable law following a Default).

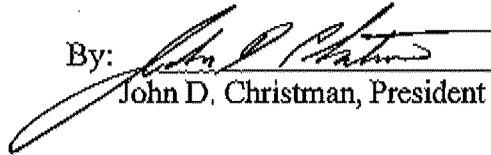
The Assignee shall have no duties with respect to the Trademarks, other than the duties expressly set forth herein and the duties of a secured party under the New Jersey Uniform Commercial Code. Without limiting the generality of the foregoing, the Assignee shall have no duty to prosecute any action for trademark infringement against any person or entity. The Assignors shall each indemnify the Assignee and hold the Assignee harmless against and from any and all liabilities, losses, costs and expenses (including attorneys' fees) incurred by or asserted against the Assignee by virtue of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of this 29th day of March, 2012.

ATTEST:

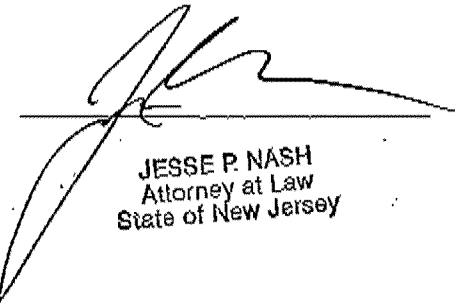
  
\_\_\_\_\_  
JESSE P. NASH  
Attorney at Law  
State of New Jersey

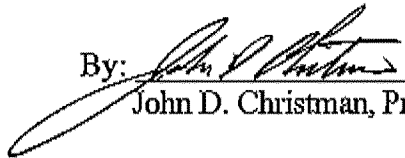
W.A. CLEARY CHEMICAL CORPORATION

By:   
\_\_\_\_\_  
John D. Christman, President

CLEARY CHEMICALS, LLC

By: W.A. CLEARY CORPORATION, its sole member

  
\_\_\_\_\_  
JESSE P. NASH  
Attorney at Law  
State of New Jersey

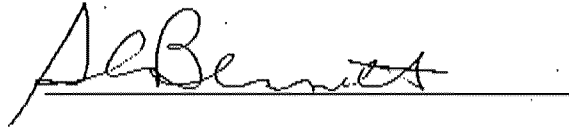
By:   
\_\_\_\_\_  
John D. Christman, President

STATE OF NEW JERSEY

SS:

COUNTY OF SOMERSET

On this 29th day of March, 2012, before me, the undersigned, personally appeared John D. Christman, the President of W.A. Cleary Chemical Corporation, who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge under oath that he signed and delivered the same in his capacity as such officer, that he was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.



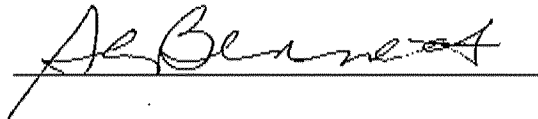
STATE OF NEW JERSEY

SS:

COUNTY OF SOMERSET

SUSAN A. BENNETT  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 10/07/2013

On this 29th day of March, 2012, before me, the undersigned, personally appeared John D. Christman, the President of W.A. Cleary Corporation, the sole member of Cleary Chemicals, LLC, who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge under oath that he signed and delivered the same in his capacity as such officer, that he was authorized to execute the same on behalf of such corporation, and that the foregoing instrument is the voluntary act and deed of such corporation, made by virtue of proper authority.



SUSAN A. BENNETT  
A NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 10/07/2013

SCHEDULE A1. Registered Trademarks:

Registration Number	Date Registered	Trademark	Trademark Holder
3096477	5/23/2006	26/36 FUNGICIDE	W.A Cleary Chemical Corporation
3111343	7/04/2006	3336	W.A. Cleary Chemical Corporation
3859831	10/12/2010	AFFIRM	Cleary Chemicals, LLC
4059996	11/22/2011	C CLEARY	W.A. Cleary Chemical Corporation
2234465	3/23/1999	ECOLOGIX	W.A. Cleary Chemical Corporation
3105117	6/13/2006	EMBLEM	W.A. Cleary Chemical Corporation

2. Pending Trademark Applications:

Application Number	Date Filed	Trademark	Trademark Holder
77942162	2/23/2010	TORQUE	Cleary Chemicals, LLC
85301381	4/21/2011	C CLEARY COUNT ON CLEARY	W.A. Cleary Chemical Corporation
85116160	8/26/2010	MILBAN 2	Cleary Chemical, LLC
85116180	8/26/2010	RACHET	Cleary Chemical, LLC