

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		12/28/2012	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Butler Home Prodcuts, LLC
Street Address:	237 Cedar Hill Street
City:	Marlborough
State/Country:	MASSACHUSETTS
Postal Code:	01752
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2088269	ALWAYS ANOTHER NEAT IDEA
Registration Number:	1401250	BOWLER
Registration Number:	2962662	BROOM IN A BOX
Registration Number:	1406766	BUTLER
Registration Number:	1717106	BUTLER
Registration Number:	2283916	BUTLER'S EDGE
Registration Number:	1873302	CHAM-IT
Registration Number:	2875000	CLEANALL
Registration Number:	1403189	
Registration Number:	2582962	DUSTALL
Registration Number:	1402215	DUST HANDLER
Registration Number:	1401249	GRIME FIGHTER
Registration Number:	1960667	LIL 'DUSTER
Registration Number:	1402214	LINT GRABBER

CH \$715.00 2088269

Registration Number:	4023641	LOVE 2 CLEAN
Registration Number:	2980201	MOP IN A BOX
Registration Number:	2505422	NEAT SWEEP
Registration Number:	2009054	POWER BRUSH
Registration Number:	1789888	SCRUB BOB
Registration Number:	1700604	SHORT SHOVEL
Registration Number:	2905363	SQUIRT
Registration Number:	3025705	SQUIRT
Registration Number:	2078081	STEP-ON-IT
Registration Number:	0666873	SUBURBANITE
Registration Number:	1245044	SUBURBANITE
Registration Number:	1900232	SUPER MOP
Registration Number:	3456356	XTEND
Serial Number:	78587146	SWISH

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8307
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Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-571
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	12/28/2012

Total Attachments: 7
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RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST

This **RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST** (this "**Release**"), dated as of December 28, 2012 is made in favor of Butler Home Products, LLC, a Delaware limited liability company ("**Grantor**"), by Bank of America, N.A., as Agent (in such capacity, "**Grantee**"), for the benefit of itself, all financial institutions that from time to time have become lenders (the "**Lenders**") under the Loan and Security Agreement (as hereinafter defined) and other Secured Parties. The capitalized terms not otherwise defined in this Release shall have the meaning set forth in the Patent and Trademark Security Agreement, the Amended Security Agreement, the Amended and Restated Security Agreement, and the Second Amended and Restated Security Agreement (each as hereinafter defined).

WHEREAS, Grantor and Bradshaw International, Inc., a Delaware corporation (collectively the "**Borrowers**") entered into a Loan and Security Agreement (the "**Loan and Security Agreement**") and a Patent and Trademark Security Agreement (the "**Patent and Trademark Security Agreement**") on February 14, 2003, with Fleet Capital Corporation, a Rhode Island corporation, as Agent for the Lenders;

WHEREAS, pursuant to the terms of the Patent and Trademark Security Agreement, Grantor granted to Fleet Capital Corporation, as Agent for Lenders, a security interest in certain Collateral, including the intellectual property listed in Schedules A through C of the Patent and Trademark Security Agreement;

WHEREAS, the Patent and Trademark Security Agreement was recorded at the United States Patent and Trademark Office with respect to certain of the trademarks included in the Collateral on March 7, 2003 at Trademark Reel 002684 / Frame 0980, and with respect to certain patents included in the Collateral on March 7, 2003 at Patent Reel 013804/0370;

WHEREAS, Banc of America Leasing & Capital, LLC ("**BALC**") became the successor-in-interest to Fleet Capital Corporation with respect to the Loan and Security Agreement and the Patent and Trademark Security Agreement, and subsequently assigned all of its right, title and interest to the Loan and Security Agreement to Grantee;

WHEREAS, Borrowers entered into an Amended and Restated Loan and Security Agreement dated March 2, 2006 (the "**Amended Loan and Security Agreement**") with Grantee, as Agent for Lenders;

WHEREAS, Grantor and Grantee, as Agent for Lenders, entered into an Amendment No. 1 to Patent and Trademark Security Agreement on May 5, 2006 (the "**Amended Security Agreement**"), which was recorded at the United States Patent and Trademark Office with respect to certain of the trademarks on May 17, 2006 at Trademark Reel 3310 / Frame 0786, and with respect to certain of the patents on May 17, 2006 at Patent Reel 017626 / Frame 0551;

WHEREAS, pursuant to the terms of the Amended Security Agreement, Grantor granted to Grantee a security interest in certain Collateral, including the patents and trademarks listed in Annex 1 and Annex 2 to the Amended Security Agreement;

WHEREAS, Grantor and Grantee, as Agent for Lenders, entered into an Amended and Restated Patent and Trademark Security Agreement dated October 16, 2008 (the "**Amended and Restated Security Agreement**") restating the security interests granted by Grantor, including security interests in the patents and trademarks listed in Schedules A and B of the Amended and Restated Security Agreement, which was recorded at the United States Patent and Trademark Office with respect to certain of the trademarks on October 27, 2008 at Trademark Reel 3877 / Frame 0049, and with respect to certain of the patents on October 27, 2008 at Patent Reel 021744 / Frame 0061;

WHEREAS, Grantor and Grantee, as Agent for Lenders, entered into a Second Amended and Restated Patent and Trademark Security Agreement dated December 6, 2010 (the "**Second Amended and Restated Security Agreement**") restating the security interests granted by Grantor, including security interests in the patents and trademarks listed in Schedules A and B of the Amended and Restated Security Agreement, which was recorded at the United States Patent and Trademark Office with respect to certain of the trademarks on December 9, 2010 at Trademark Reel 4429 / Frame 0030, and with respect to certain of the patents on December 9, 2010 at Patent Reel 025458 / Frame 0100;

WHEREAS, Grantor has requested that Grantee deliver this Release; and

WHEREAS, Grantee has duly authorized the execution and delivery of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantee in its capacity as Agent for Lenders, hereby terminates and releases its security interest in all of Grantor's right, title and interest in, to and under all of the Collateral as defined in the Patent and Trademark Security Agreement, the Amended Security Agreement, the Amended and Restated Security Agreement, and the Second Amended and Restated Security Agreement, including:

(1) each trademark, trademark registration and trademark application owned by Grantor, including, without limitation, the trademark registrations and trademark applications listed in **Schedule A** annexed hereto, and the goodwill associated therewith;

(2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any trademark owned by Grantor;

(3) each patent and patent application owned by Grantor, including, without limitation, the patents and patent applications listed in **Schedule B** annexed hereto; and

(4) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent owned by Grantor.

Notwithstanding anything to the contrary, nothing herein shall be construed as modifying, terminating or otherwise releasing any security interest granted to Grantee in, to or under any collateral other than the Collateral as defined in the Patent and Trademark Security Agreement, the Amended Security Agreement, the Amended and Restated Security Agreement, and the Second Amended and Restated Security Agreement.

IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed and delivered by its duly authorized officer as of the date and year first above written.

Bank of America, N.A., as Agent

By: 
Name: **Carlos Gil**
Title: **Senior Vice President**

Schedule A

Butler Home Products Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALWAYS ANOTHER NEAT IDEA	U.S. 2,088,269	August 12, 1997
BOWLER	U.S. 1,401,250	July 15, 1986
BROOM IN A BOX	U.S. 2,962,662	June 14, 2005
BUTLER	CA 638,877	May 3, 2005
BUTLER	U.S. 1,406,766	August 26, 1986
BUTLER (and Design)	CA 635,861	March 22, 2005
BUTLER (and Design)	U.S. 1,717,106	September 15, 1992
BUTLER'S EDGE	U.S. 2,283,916	October 5, 1999
CHAM-IT	U.S. 1,873,302	January 10, 1995
CLEANALL	U.S. 2,875,000	August 17, 2004
Design Only (Butler)	U.S. 1,403,189	July 29, 1986
DUSTALL	U.S. 2,582,962	June 18, 2002
DUSTALL	CA 559,773	March 27, 2002
DUST HANDLER	U.S. 1,402,215	July 22, 1986
GRIME FIGHTER	U.S. 1,401,249	July 15, 1986
LIL' DUSTER	U.S. 1,960,667	March 5, 1996
LINT GRABBER	U.S. 1,402,214	July 22, 1986
LOVE 2 CLEAN	U.S. 4,023,641	September 6, 2011
MOP IN A BOX	U.S. 2,980,201	July 26, 2005
NEAT SWEEP	U.S. 2,505,422	November 6, 2001
POWER BRUSH	U.S. 2,009,054	October 15, 1996
SCRUB BOB	U.S. 1,789,888	August 24, 1993
SHORT SHOVEL	U.S. 1,700,604	July 14, 1992
SQUIRT	U.S. 2,905,363	November 23, 2004
SQUIRT & DESIGN	U.S. 3,025,705	December 13, 2005
STEP-ON-IT	U.S. 2,078,081	July 8, 1997
SUBURBANITE	U.S. 0,666,873	September 9, 1958
SUBURBANITE (Subcase 2)	U.S. 1,245,044	July 12, 1983
SUPER MOP	U.S. 1,900,232	June 13, 1995
SWISH	US Application No. 78587146	PENDING, filed March 15, 2005
XTEND Stylized	U.S. 3,456,356	July 1, 2008
BUTLER (and Design)	Brazil Application No. 820725854	PENDING, filed May 6, 1998

Schedule B

Butler Home Products: US Patent Assets

Country	Application Number	Filing Date	Patent Number	Issue Date	Invention Title
US	10/340,531	10-Jan-03	6,902,060	7-Jun-05	Broom and Dustpan Kit
US	10/639,752	12-Aug-03	7,191,486	20-Mar-07	Cleaning Pad
US	08/636,284	23-Apr-96	5,826,297	27-Oct-98	Dustpan
US	08/684,176	19-Jul-96	5,642,551	1-Jul-97	Twist Mop
US	08/798,854	12-Feb-97	5,819,356	13-Oct-98	Twist Mop
US	08/841,441	22-Apr-97	5,920,942	13-Jul-99	Combination Mop and Wiper
US	29/075,479	19-Jun-97	D398,115	8-Sep-98	Dust Pan
US	29/087,186	28-Apr-98	D417,934	21-Dec-99	Combined Mop Head With Squeegee
US	29/162,001	6-Jun-02	D468,502	7-Jan-03	Mop Handle
US	29/162,006	6-Jun-02	D468,503	7-Jan-03	Mop Handle
US	29/219,223	14-Dec-04	D525,467	25-Jul-06	Caddy for a Toilet Bowl Brush and a Plunger
US	11/027,751	30-Dec-04	7,581,274	1-Sep-09	Handle for a Floor Cleaning Implement
US	11/725,466	19-Mar-07	7,721,381	25-May-10	Cleaning Pad
US	11/716,069	9-Mar-07			Scraper Sponge
US	12/433,389	30-Apr-09			Handle for a Floor Cleaning Implement
US	11/700,326	31-Jan-07			Disposable liquid absorbing cleaning pad for a hand held cleaning implement having an elongated handle
US	09/067281	27-Apr-98	6,058,548	9-May-00	Removable Cleaning Element From Mop
US	11/280,962	16-Nov-05			Mop
US	12/403,833	13-Mar-09			Butterfly Mop with Internal Wringing Actuator

Country	Application Number	Filing Date	Patent Number	Issue Date	Invention Title
US	11/529,558	9/26/06	8,296,895	10/30/12	Disposable Liquid Absorbing Cleaning Pad for a Hand Held Cleaning Implement Having an Elongated Handle
US	09/067063	4/27/98	6,003,187	12/21/99	Combination Mop and Wiper

Butler Home Products: Foreign Patent Assets

Country	Application Number	Filing Date	Patent Number	Issue Date	Invention Title
PCT	PCT/US2004/000681	12-Jan-04			Broom and Dustpan Combination and Kit for Use in Constructing the Same
PCT	PCT/US2004/000680	12-Jan-04			Multi-Piece Floor Cleaning Implement and Container for Use in Holding the Same in Unassembled Form
Canada	CA 2513068	12-Jan-04			Multi-Piece Floor Cleaning Implement and Container for Use in Holding the Same in Unassembled Form
PCT	PCT/US2008/052554	31-Jan-08			Disposable Liquid Absorbing Cleaning Pad for a Hand Held Cleaning Implement Having an Elongated Handle
Mexico	MX 2009008162 A	30-Jul-09			Disposable Liquid Absorbing Cleaning Pad for a Hand Held Cleaning Implement Having an Elongated Handle
Canada	CA 2677042	31-Jan-08			Disposable Liquid Absorbing Cleaning Pad for a Hand Held Cleaning Implement Having an Elongated Handle
Canada	CA 2624367	6-Mar-08			Scraper Sponge

Country	Application Number	Filing Date	Patent Number	Issue Date	Invention Title
Canada	CA 2658477	13-Mar-09			Butterfly Mop With Internal Wringing Actuator

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