

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
Sani-Matic, Inc.		12/31/2012	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	111 West Monroe Street
Internal Address:	17th Floor West
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85624488	TACTICAB
Serial Number:	85624584	SANICAB
Serial Number:	85624638	PHARMICAB
Serial Number:	85624726	ULTRAFLOW
Registration Number:	1312221	SANI-MATIC
Registration Number:	3648203	IMPACT RFS

CORRESPONDENCE DATA

Fax Number: 4149788675
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 414 277 5675
 Email: marta.levine@quarles.com
 Correspondent Name: Marta S. Levine
 Address Line 1: Quarles & Brady LLP
 Address Line 2: 411 East Wisconsin Avenue

CH \$165.00 85624488

900242980

**TRADEMARK
 REEL: 004934 FRAME: 0419**

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	630027.00369
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NAME OF SUBMITTER:	Marta S. Levine
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Signature:	/MartaLevine/
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Date:	01/03/2013
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Total Attachments: 4

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of December 31, 2012, by and from SANI-MATIC, INC. (the "Assignor"), a Wisconsin corporation, whose principal address is c/o Wing Capital Group, 780 North Water Street, Milwaukee, WI 53202, to and in favor of BANK OF MONTREAL (the "Assignee"), a Canadian chartered bank acting through its Chicago branch, whose principal address is 111 West Monroe Street, 17th Floor West, Chicago, Illinois 60603, as Lender under that certain Loan Agreement dated as of the date hereof by and among the Assignor and Sani-Matic Systems Holdings, Inc. (each a "Borrower" and, collectively, the "Borrowers"), Sani-Matic Holdings, LLC ("Holdings") and Assignee, as Lender, as such Loan Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers (including Assignor) and Holdings, as debtors, and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for its own benefit as Lender and for the benefit of its affiliates, a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement). Upon the payment in full of all Obligations (other than contingent indemnity obligations), Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for its own benefit and for the benefit of its affiliates, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and its affiliates with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

SANI-MATIC, INC.

By: Ted J. Lillard
Name: TED J. LILLARD
Title: CEO

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Patents

Patent	Country	Patent Number	Date	Status	Owner
Gas/liquid Separator with controllable variable liquid level	United States	5807427	9/15/1998	Issued	Sani-Matic, Inc.
Return pump system for use with clean-in-place system for use with vessels	United States	5603826	2/18/1997	Issued	Sani-Matic, Inc.
Readily Cleaned Liquid Transfer System	United States	5398733	3/21/1995	Issued	Sani-Matic, Inc.
Single motive pump, clean-in-place system, for use with piping systems and with vessels	United States	5392797	2/28/2995	Issued	Sani-Matic, Inc.

Trademarks

Mark	Country	Application/Registration Number	Filing/Registration Date	Status	Owner
ULTRAFLOW	United States	85/624,726	5/14/2012	Pending	Sani-Matic, Inc.
PHARMICAB	United States	85/ 624,638	5/14/2012	Pending	Sani-Matic, Inc.
SANICAB	United States	85/624,584	5/14/2012	Pending	Sani-Matic, Inc.
TACTICAB	United States	85/624,488	5/14/2012	Pending	Sani-Matic, Inc.
IMPACT RFS	United States	3,648,203	6/30/2009	Registered	Sani-Matic, Inc.
SANI-MATIC	United States	1,312,221	1/1/1985	Registered	Sani-Matic, Inc.

Copyrights

None.