

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wisconsin Note Investors, LLC		06/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Sellars Absorbent Materials, Inc.
<b>Street Address:</b>	6565 North 60th Street
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53233
<b>Entity Type:</b>	CORPORATION: WISCONSIN

**PROPERTY NUMBERS Total: 57**

Property Type	Number	Word Mark
Registration Number:	4036075	1 2 3 CONSERVE-A-SIZE
Registration Number:	3345252	APPLIES IN MINUTES. LASTS FOR MONTHS!
Registration Number:	3354469	BIG GRIP
Registration Number:	3486105	BIG GRIP
Registration Number:	3231702	
Registration Number:	3234708	BRAVO
Registration Number:	4005319	BRAVO
Serial Number:	85471559	BRING YOUR TOOLBOX TO EVERY JOB
Serial Number:	85826102	CLEAN-SAFE
Registration Number:	4035971	CONSERVE-A-SIZE
Serial Number:	85394707	DOUBLE-TAKE
Registration Number:	4227238	DOUBLE-TAKE
Registration Number:	4293494	DURASOAK
Registration Number:	3490596	EVERSOAK

OP \$1440.00 4036075

**TRADEMARK**

Registration Number:	3438387	EVERSOAK BRAND
Serial Number:	85889352	FLUSHABYES
Serial Number:	85578715	GRAB N' SCRUB WIPES
Serial Number:	77654223	GREEN INNOVATION
Registration Number:	3915201	GREEN INNOVATION
Serial Number:	85777249	GREEN INNOVATION
Registration Number:	3825964	GREEN INNOVATION
Serial Number:	85042282	GREEN INNOVATION
Serial Number:	77672752	GREEN X
Serial Number:	77687708	GREEN X
Registration Number:	3963274	GREEN X
Serial Number:	77929770	GREENX TOWELS
Serial Number:	77930478	MOM NATURE
Registration Number:	3242941	OUTDOOR TOWELS
Registration Number:	3292379	PIT CREW
Registration Number:	3354371	PIT CREW BRAND
Registration Number:	4272970	POWERMATCH
Serial Number:	85425477	PUNCH OUT
Serial Number:	85976989	PUNCH OUT
Registration Number:	3662138	SAFE 2 FLUSH
Serial Number:	85826098	SAFE-CLEAN
Registration Number:	2329549	SELLARS
Registration Number:	3635917	SELLARS
Serial Number:	85593786	SELLARS SIDEKICK
Serial Number:	85570089	SERVALL
Serial Number:	85848195	SHOP TOUGH HAND SOAP
Serial Number:	85407861	SIDEKICK
Serial Number:	85803023	SOLVENT RESISTANT WATER WEAVE SERIES
Serial Number:	85369033	THE NATURAL CHOICE FOR ALL YOUR WIPING A
Serial Number:	85978906	THE NATURAL CHOICE FOR ALL YOUR WIPING A
Serial Number:	85874313	THE NATURAL CHOICE FOR ALL YOUR WIPING A
Registration Number:	3399367	TOOL BOX
Registration Number:	4027082	TOOL BOX
Registration Number:	4027083	TOOL BOX
Serial Number:	78550182	TOOL BOX

	4273195	TOOL BOX BRAND
Registration Number:	4286756	TOOL BOX BRAND
Serial Number:	85631699	TOOL BOX BRAND
Registration Number:	3071803	WATERWEAVE
Serial Number:	85907412	WE'RE THE POWER BEHIND YOUR BRAND
Registration Number:	3270388	WHEN PERFORMANCE DEMANDS QUALITY
Registration Number:	4088558	WORKS LIKE CLOTH AND IT'S GREEN!
Registration Number:	3481781	Z-CEL

**CORRESPONDENCE DATA**

Fax Number: 6124927077  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 612-492-7000  
Email: ip@fredlaw.com  
Correspondent Name: Dean R. Karau  
Address Line 1: Fredrikson & Byron, P.A.  
Address Line 2: 200 S. Sixth Street, Suite 4000  
Address Line 4: Minneapolis, MINNESOTA 55402-1425

ATTORNEY DOCKET NUMBER:	34673.1000
NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	06/18/2013

**Total Attachments: 14**  
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of the 12 day of June, 2013 (the "Effective Date"), by and between WISCONSIN NOTE INVESTORS, LLC, a Delaware limited liability company ("Assignor"), and SELLARS ABSORBENT MATERIALS, INC., a Wisconsin corporation ("Assignee").

### RECITALS:

A. Assignee and its subsidiaries previously assigned, conveyed and transferred to Assignor all of their right, title and interest in and to certain "Intellectual Property", as defined and identified on Exhibit A attached hereto and as further identified in this Assignment, pursuant to that certain Assignment of Intellectual Property dated as of December 30, 2011.

B. In consideration of the repurchase of certain assets by Assignee and its subsidiaries pursuant to the exercise of that certain repurchase option set forth in that certain Master Lease Agreement dated as of December 30, 2011, to which Assignor, Assignee, and Assignee's then current subsidiaries were parties, and the payment by Assignee to Assignor of the amounts due in connection with such repurchase option (the "Repurchase Payment"), Assignor hereby will transfer, assign and convey all Assignor's right, title and interest in and to the Intellectual Property back to Assignee.

In consideration of the payment by Assignee to Assignor of the Repurchase Payment and for other good and valuable consideration as set forth herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment of Intellectual Property.** Assignor hereby sells, assigns, and transfers to Assignee all of its worldwide right, title, and interest in and to the Intellectual Property, including all rights therein and related thereto, which includes but is not limited to the following: (a) all patent rights, patents, patent applications, and invention disclosures, and all patents that may issue thereon; (b) all copyright rights, copyright registrations, and applications for copyright registrations; (c) all trademarks, service marks, design marks, slogans, trade dress, trade names, corporate names, Internet domain names, and any applications or registrations therefor or relating thereto, and all related goodwill; (d) all trade secrets and confidential information, including but not limited to business information, formulas, technology, processes, methods, know-how, computer programs, customer lists, and vendor lists; (e) all rights of publicity and privacy, including but not limited to the rights to use names, likenesses, and identities; and (f) all patents and trademarks, and all registrations and applications therefor, identified in Exhibit B and Exhibit C to this Assignment. This assignment includes all rights in and to all income, royalties, damages, and other remedies now or hereafter due or payable with respect to any of the Intellectual Property, and the right to sue, counterclaim, and recover for any present and future (but not past) infringements of the Intellectual Property, as fully and entirely as such rights would have been held and enjoyed by Assignor this assignment had not been made.

2. **Limited Representation and Warranty.** The assignment made by Assignor hereunder is made without representation or warranty by Assignor except that Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned or encumbered any of its right, title or interest to any of the Intellectual Property.

3. **Additional Documents.** Upon Assignee's request and at Assignee's sole cost, Assignor will make, execute, and deliver any and all other documents, and do all lawful acts and things, as may be necessary or appropriate, in Assignee's reasonable judgment, to secure, vest, maintain, perfect, or record this assignment of the Intellectual Property.

4. **Miscellaneous.**

(a) **Headings.** The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin.

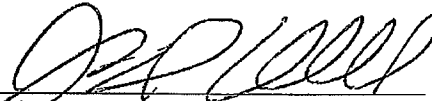
(c) **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument. Electronically transmitted (e.g., by facsimile or pdf) signed copies of this Assignment shall be deemed to be original signed versions of this Assignment.

(e) **Amendments.** This Assignment may be amended, modified or waived only by a written agreement signed by Assignor and Assignee.

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date first herein written.


**ASSIGNOR:**

WISCONSIN NOTE INVESTORS, LLC

By:   
John D. Dell, Authorized Signatory

**ASSIGNEE:**

SELLARS ABSORBENT MATERIALS, INC.,  
a Wisconsin corporation

By:   
Thomas A. Sellars, CEO

**EXHIBIT A**

“Intellectual Property” means all intellectual property of Assignor relating to the non-wovens line of business known as the Double Re-Crepe or “DRC”, including, without limitation, (i) existing and pending issued and unissued patents, patent applications, patent disclosures and inventions, and any continuations, continuations-in-part and reissues related thereto, (ii) trademarks, service marks, trade dress, trade names, logos and registrations and applications for registration thereof, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works and registrations and applications for registration thereof, (iv) mask works and registrations and applications for registration thereof, (v) computer software (in both source code and object code form), data, databases and documentation thereof (including without limitation protocols, program codes, audiovisual effects created by program code, software modeling and documentation related thereto), (vi) trade secrets and other confidential information (including, without limitation, ideas, formulas, drawings, compositions, inventions, know-how, manufacturing and production processes and techniques, samples, components, tools, and operating devices, engineering models, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information), (vii) Internet domain names and web sites, (viii) registrations and applications for any of the foregoing, (ix) copies and tangible embodiments thereof (in whatever form or medium), and (x) any business or technical information in human or machine readable form which embodies or describes any of the foregoing items and all attendant intellectual property rights thereto

**EXHIBIT B**

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<b>ABSORBENT WIPE HAVING BONDING MATERIAL LOGO</b>							
UNITED STATES	34673.54.1	CIP	4/26/2002	10/133,262	11/22/2005	6,966,971	ISSUED
<b>ALL WEATHER ABSORBENT TOWEL DISPENSER</b>							
UNITED STATES	34673.64.1	NEW	6/17/2004	10/870,329	8/25/2009	7,578,414	ISSUED
CANADA	34673.112.1	DCA	6/17/2005	2570993	8/4/2009	2570993	ISSUED
EUROPEAN PATENT	34673.113.1	DCA	6/17/2005	057608600			PUBLISHED
MEXICO	34673.114.1	DCA	6/17/2005	PAa2006014267	4/12/2011	285598	ISSUED
UNITED STATES	34673.64.2	CIP	7/19/2007	11/780,044	8/9/2011	7,992,745	ISSUED
<b>TOWEL DISPENSER</b>							
UNITED STATES	34673.59.1	NEW	2/5/2004	29/199,000	5/10/2005	D504,794	ISSUED
CANADA	34673.55.1	CEQ	8/5/2004	107904	11/20/2006	107904	ISSUED
EUROPEAN UNION (CTM)	34673.57.1	CEQ	8/5/2004	2140280002	8/5/2004	2140280002	ISSUED
EUROPEAN UNION (CTM)	34673.56.1	CEQ	8/5/2004	2140280001	8/5/2004	2140280001	ISSUED
MEXICO	34673.58.1	CEQ	8/5/2004	PAf2004001194	1/13/2006	19947	ISSUED
<b>TOWEL DISPENSER</b>							
UNITED STATES	34673.63.1	NEW	6/15/2004	29/207,497	6/13/2006	D522,780	ISSUED
MEXICO	34673.62.1	CEQ	11/16/2004	PAf2004001775	2/22/2006	20114	ISSUED
CANADA	34673.60.1	CEQ	11/18/2004	109083	1/16/2006	109083	ISSUED
EUROPEAN UNION (CTM)	34673.61.1	CEQ	12/6/2004	267349	2/8/2005	267349	ISSUED
<b>TOWEL ROLL PRODUCT WITH PERFORATED WRAP</b>							
UNITED STATES	34673.183.1	NEW	11/3/2011	13/288,697			PENDING
<b>TOWEL ROLL PRODUCT WITH SUPPORTIVE WRAPPER</b>							
UNITED STATES	34673.128.1	FCA	4/23/2007	11/738,880	5/19/2009	7,533,846	ISSUED
CANADA	34673.153.1	DCA	4/23/2007	2652761	10/18/2011	2652761	ISSUED
EUROPEAN PATENT	34673.152.1	DCA	4/23/2007	077610988	1/23/2013	2013126	ISSUED <sup>1</sup>
FRANCE	34673.152.2	DCA	4/23/2007	077610988	1/23/2013	2013126	ISSUED
GERMANY	34673.152.3	DCA	4/23/2007	077610988	1/23/2013	2013126	ISSUED
UNITED KINGDOM	34673.152.4	DCA	4/23/2007	077610988	1/23/2013	2013126	ISSUED
<b>TOWELING DISPENSER (SQUARE ALL-WEATHER)</b>							
UNITED STATES	34673.52.1	NEW	6/10/2005	29/231,953	10/3/2006	D529,400	ISSUED
CANADA	34673.82.1	CEQ	8/17/2005	112254	4/18/2007	112254	ISSUED
EUROPEAN UNION (CTM)	34673.83.1	CEQ	9/5/2005	000395926	9/5/2005	000395926	ISSUED
MEXICO	34673.84.1	CEQ	11/24/2005	PAf2005001930	12/7/2006	22026	ISSUED

<sup>1</sup> European patent validated in France, Germany and the UK

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
<b>DISPOSABLE WIPERS AND TOWELS CONTAINING 40% OR MORE POST-CONSUMER WASTE</b>							
UNITED STATES			12/7/2005	12/414,402	10/9/2012	8,282,777	ISSUED
UNITED STATES			4/18/2012	13/449,667	4/9/2013	8,414,737	ISSUED
UNITED STATES			3/12/2013	13/796,463			PENDING

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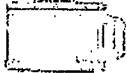
**TRADEMARK**  
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**EXHIBIT C**






SCHEDULE




Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
BRING YOUR TOOLBOX TO EVERY JOB	Canada	Pending	04/20/2012	1574230		
PUNCH OUT & Design (1)	Canada	Pending	02/23/2012	1565522		
						
TOOL BOX BRAND & Design (1)	Canada	Pending	04/10/2012	1572286		
FLUSHABYES	European Community	Pending	04/04/2013	011713294		
SERYALL	European Community	Registered	03/21/2012	010743979	08/20/2012	010743979
BRING YOUR TOOLBOX TO EVERY JOB	Mexico	Registered	04/20/2012	1267977	09/05/2012	1309562
BRING YOUR TOOLBOX TO EVERY JOB	Mexico	Registered	04/20/2012	1267978	09/05/2012	1309563
BRING YOUR TOOLBOX TO EVERY JOB	Mexico	Pending	04/20/2012	1267979		
TOOL BOX BRAND & Design (1)	Mexico	Pending	04/20/2012	1267974		
						



Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
TOOL BOX BRAND & Design (1)	Mexico	Pending	04/20/2012	1267975		
						
TOOL BOX BRAND & Design (1)	Mexico	Pending	04/20/2012	1267976		
						
1 2 3 CONSERVE-A-SIZE & Design (1)	United States of America	Registered	07/28/2010	85/094,461	10/04/2011	4,036,075
						
APPLIES IN MINUTES, LASTS FOR MONTHS!	United States of America	Registered	04/11/2005	78/606,320	11/27/2007	3,345,252
BIG GRIP	United States of America	Registered	06/08/2004	78/978,127	12/11/2007	3,354,469
BIG GRIP & Design (1)	United States of America	Registered	12/06/2006	77/975,647	08/12/2008	3,486,105
BIG GRIP (Trade Dress) (1)	United States of America	Registered	06/17/2004	78/977,978	04/17/2007	3,231,702
						






Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
BRAVO	United States of America	Registered	03/15/2005	78/587,881	04/24/2007	3,234,708
BRAVO & Design (1)	United States of America	Registered	10/29/2010	85/164,578	08/02/2011	4,005,319
						
BRING YOUR TOOLBOX TO EVERY JOB	United States of America	Allowed	11/14/2011	85/471,559		
CLEAN-SAFE	United States of America	Pending	01/17/2013	85/826,102		
CONSERVE-A-SIZE	United States of America	Registered	07/02/2010	85/077,119	10/04/2011	4,035,971
DOUBLE-TAKE	United States of America	Abandoned	08/10/2011	85/394,707		
DOUBLE-TAKE	United States of America	Registered	08/12/2011	85/396,888	10/16/2012	4,227,288
DURASOAK	United States of America	Registered	05/29/2012	85/637,222	02/19/2013	4,293,494
EYERSOAK	United States of America	Registered	07/25/2006	78/936,731	08/19/2008	3,490,596
EYERSOAK BRAND & Design (1)	United States of America	Registered	09/14/2006	78/974,434	05/27/2008	3,438,387

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
<b>EverSoak</b> WASH						
FLUSHABYES	United States of America	Pending	03/28/2013	85/889,352		
GRAB N' SCRUB WIPES & Design (1)	United States of America	Registered	03/23/2012	85/578,715	01/08/2013	4,273,450
						
GREEN INNOVATION	United States of America	ALLOWED	01/22/2009	77/654,223		
GREEN INNOVATION	United States of America	Registered	01/22/2009	77/980,999	02/01/2011	3,915,201
GREEN INNOVATION	United States of America	Published	11/12/2012	85/777,249		
GREEN INNOVATION & Design (1)	United States of America	Registered	01/22/2009	77/654,215	07/27/2010	3,825,964
						
GREEN INNOVATION & Design (1)	United States of America	ALLOWED	05/19/2010	85/042,282		
						

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
GREEN X & Design (1)	United States of America	ABANDONED	02/18/2009	77/672,752		
						
GREEN X & Sun Design (1) (color)	United States of America	ABANDONED	03/10/2009	77/687,708		
						
GREEN X & Sun Design (1) (color)	United States of America	Registered	03/10/2009	77/981,801	05/17/2011	3963274
						
GREENX TOWELS & Design (1)	United States of America	ABANDONED	02/06/2010	77/929,770		
						
MOM NATURE	United States of America	Abandoned	02/09/2010	77/930,478		
OUTDOOR TOWELS & Design (1)	United States of America	Registered	01/19/2005	78/550,158	05/15/2007	3242,941
						
PIT CREW	United States of America	Registered	04/07/2004	78/978,727	09/11/2007	3292,379

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
PIT CREW BRAND & Design (1)	United States of America	Registered	07/20/2006	78/933,475	12/11/2007	3,354,371
						
POWERMATCH	United States of America	Registered	08/01/2011	85/385,881	01/08/2013	4,272,970
PUNCH OUT & Design (1)	United States of America	Published	09/18/2011	85/425,477		
						
PUNCH OUT & Design (1)	United States of America	Published	09/18/2011	85/976,989		
SAFE 2.FLUSH	United States of America	Registered	01/29/2008	77/382,926	07/28/2009	3,662,138
SAFE-CLEAN	United States of America	Pending	01/17/2013	85/826,098		
SELLARS	United States of America	Registered	04/28/1999	75/692,718	03/14/2000	2,329,549
SELLARS & Design (1)	United States of America	Registered	06/29/2007	77/218,667	06/09/2009	3,635,917
						

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
SELLARS SIDEKICK	United States of America	Published	04/10/2012	85/593,786		
SERVALL	United States of America	Published	03/15/2012	85/570,089		
SHIP TOUGH HAND SOAP	United States of America	Published	02/12/2013	85/848,195		
SideKick & Design (1)	United States of America	Abandoned	03/25/2011	85/407,861		
						
SolventResistant WATER WEAWE Series & Design (1)	United States of America	Pending	12/14/2012	85/803,023		
						
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	United States of America	Allowed	07/12/2011	85/363,033		
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	United States of America	Pending	07/12/2011	85/978,906		
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	United States of America	Pending	03/12/2013	85/874,313		
TOOL BOX	United States of America	Registered	03/10/2004	78/381,365	03/18/2008	3,399,367

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
TOOL BOX	United States of America	Registered	10/29/2010	85/164,521	09/13/2011	4,027,082
TOOL BOX & Design (1)	United States of America	Registered	10/29/2010	85/164,526	09/13/2011	4,027,083
						
TOOL BOX & Design (1)	United States of America	Registered	01/19/2005	78/550,182	10/30/2007	3,325,928
						
TOOL BOX BRAND & Design (1)	United States of America	Registered	10/26/2011	85/456,835	01/08/2013	4,273,195
						
TOOL BOX BRAND & Design (1)	United States of America	Registered	10/26/2011	85/456,849	02/05/2013	4,286,756
						
TOOL BOX BRAND & Design (1)	United States of America	Pending	05/22/2012	85/631,699		
						
WATERWEAVE	United States of America	Registered	11/04/2003	78/322,618	03/21/2006	3,071,803



Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
WE'RE THE POWER BEHIND YOUR BRAND	United States of America	Pending	04/17/2013	85/907,412		
WHEN PERFORMANCE DEMANDS QUALITY	United States of America	Registered	01/21/2005	78/978,414	07/24/2007	3,270,388
WORKS LIKE CLOTH AND IT'S GREEN!	United States of America	Registered	04/21/2010	85/019,891	01/17/2012	4,088,558
Z-CEL & Design (1)	United States of America	Registered	06/21/2007	77/211,555	08/05/2008	3,481,781



SHOP RAGS	Wisconsin	Registered	09/03/1997	n/a	09/03/1997	n/a
SOF SOAK	Wisconsin	Registered	09/03/1997	n/a	09/03/1997	n/a
SOF WRAP	Wisconsin	Registered	09/03/1997	n/a	09/03/1997	n/a