TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sellars Absorbent Materials, Inc.		06/12/2013	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Spell Capital Mezzanine Partners SBIC, LP
Street Address:	222 South Ninth Street, Suite 2880
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

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
Registration Number:	4227238	DOUBLE-TAKE
Registration Number:	4293494	DURASOAK
Registration Number:	3490596	EVERSOAK
Registration Number:	3438387	EVERSOAK BRAND

OP $1440.00 4036075

Serial Number:	85889352	FLUSHABYES
Registration Number:	4273450	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
Registration Number:	3963274	GREEN X
Serial Number:	85851404	MAYFAIR
Registration Number:	2925586	MAYFAIR
Registration Number:	3242941	OUTDOOR TOWELS
Registration Number:	2925585	PARKWAY
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:	3331883	Q-CEL
Registration Number:	4064610	RUBBIN' RAGS
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:	85803023	SOLVENT RESISTANT WATER WEAVE SERIES
Registration Number:	3419029	SORBENTS MADE SIMPLE
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
Registration Number:	3325928	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: 6124927000
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

NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	06/21/2013

Total Attachments: 32
source=intellectual property security agreement - term a (executed)#page1.tif
source=intellectual property security agreement - term a (executed)#page2.tif
source=intellectual property security agreement - term a (executed)#page3.tif
source=intellectual property security agreement - term a (executed)#page4.tif
source=intellectual property security agreement - term a (executed)#page5.tif
source=intellectual property security agreement - term a (executed)#page6.tif
source=intellectual property security agreement - term a (executed)#page7.tif
source=intellectual property security agreement - term a (executed)#page8.tif
source=intellectual property security agreement - term a (executed)#page9.tif
source=intellectual property security agreement - term a (executed)#page10.tif
source=intellectual property security agreement - term a (executed)#page11.tif
source=intellectual property security agreement - term a (executed)#page12.tif
source=intellectual property security agreement - term a (executed)#page13.tif
source=intellectual property security agreement - term a (executed)#page14.tif
source=intellectual property security agreement - term a (executed)#page15.tif
source=intellectual property security agreement - term a (executed)#page16.tif
source=intellectual property security agreement - term a (executed)#page17.tif
source=intellectual property security agreement - term a (executed)#page18.tif
source=intellectual property security agreement - term a (executed)#page19.tif
source=intellectual property security agreement - term a (executed)#page20.tif

source=intellectual property security agreement - term a (executed)#page21.tif
source=intellectual property security agreement - term a (executed)#page22.tif
source=intellectual property security agreement - term a (executed)#page23.tif
source=intellectual property security agreement - term a (executed)#page24.tif
source=intellectual property security agreement - term a (executed)#page25.tif
source=intellectual property security agreement - term a (executed)#page26.tif
source=intellectual property security agreement - term a (executed)#page27.tif
source=intellectual property security agreement - term a (executed)#page28.tif
source=intellectual property security agreement - term a (executed)#page29.tif
source=intellectual property security agreement - term a (executed)#page30.tif
source=intellectual property security agreement - term a (executed)#page31.tif
source=intellectual property security agreement - term a (executed)#page32.tif

Notwithstanding anything herein to the contrary, the liens and security interests granted to Spell Capital Mezzanine Partners SBIC, LP, as collateral agent (solely for purposes of this paragraph, "Subordinated Agent"), and the other subordinated lenders party hereto (together with Subordinated Agent, solely for purposes of this paragraph, the "Subordinated Lenders") pursuant to this agreement or instrument and the exercise of any right or remedy by any Subordinated Lender hereunder is subject to the provisions of the Intercreditor and Subordination Agreement dated as of June 12, 2013 between FirstMerit Bank, N.A., as agent, and Subordinated Lenders, as the same may be amended, restated, supplemented or otherwise modified from time to time.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Sellars Absorbent Materials, Inc., a Wisconsin corporation ("**Debtor**"), and **Spell Capital Mezzanine Partners SBIC, LP**, as collateral agent for the lenders ("**Lenders**") under the Note Purchase Agreement (defined below) ("**Secured Party**"), enter into this Intellectual Property Security Agreement (this "**Agreement**") as of June 12, 2013.

BACKGROUND

Debtor, Lenders, and the Secured Party and certain other parties are entering into a Note Purchase and Security Agreement (Term A Notes) on or about the date of this Agreement (as it may be amended, restated, supplemented or modified from time to time, the "**Note Purchase Agreement**"). Debtor is entering into this Agreement to, among other things, induce the Secured Party to enter into and extend credit under the Note Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as Collateral security for the prompt and complete performance and payment of its Obligations under the Note Purchase Agreement, the Loan Documents, and all other agreements now existing or hereafter arising between the Debtor and the Secured Party, the Debtor and the Secured Party agree as follows:

TERMS AND CONDITIONS

Section 1. **Definitions; Interpretation.**

(a) **Terms Defined in Note Purchase Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings given to them in the Note Purchase Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms will have the following meanings:

"**Collateral**" has the meaning set forth in **Section 2**.

TRADEMARK
REEL: 005052 FRAME: 0605

"**PTO**" means the United States Patent and Trademark Office.

"**UCC**" means the Uniform Commercial Code as in effect in the State of Minnesota, as the same has been or may be amended or revised from time to time, or if so required with respect to any particular collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such collateral is located.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined in this Agreement, terms used in this Agreement will have the meanings given to them in the UCC.

(d) **Construction.** In this Agreement, the following rules of construction and interpretation will be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of title to any Collateral by the Debtor unless such sale arises in the ordinary course of business in which case the Debtor will be permitted to make such sale, transfer or disposition; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; (iv) the word "will" has the same meaning as "shall" and is intended to mean mandatory and not permissive; and (v) "all" includes "any", and "any" includes "all". To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Note Purchase Agreement will also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. **Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in and to all of the following property to the extent the Debtor can grant such security interest in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in **Schedule A**), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all United Stated registered copyrights, copyright applications and copyright registrations, including the Debtor's United States registered copyrights and copyright registrations and United States applications for copyright

TRADEMARK
REEL: 005052 FRAME: 0606

registrations listed in **Schedule B** to this Agreement and all of the Debtor's copyrights that are not registered in the United States Copyright Office, including, without limitation, derivative works (collectively, the "**Copyrights**"), any and all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to the Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such trademarks, names and applications as described in **Schedule C**), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, renewals and thereof;

(iv) the entire goodwill of or associated with the business now or hereafter conducted by the Debtor connected with and symbolized by any of the properties and assets listed in Subsection (a)(iii) above;

(v) all intangible intellectual or other similar property of the Debtor of any kind or nature, embodying or incorporating, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(vi) all cash and non-cash proceeds of any and all of the foregoing Collateral (including license royalties, rights to

TRADEMARK
REEL: 005052 FRAME: 0607

payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing, the Collateral shall not include the Debtor's trademark applications based on intent-to-use the mark until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

(b) **Continuing Security Interest.** The Debtor agrees that this Agreement will create a continuing security interest in the Collateral which will remain in effect until all of the Obligations are fully, finally and indefeasibly satisfied and paid.

Section 3. **Supplement to Note Purchase Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Note Purchase Agreement and other Loan Documents. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are cumulative, concurrent and in addition to those set forth in the Note Purchase Agreement or any other Loan Documents, all terms and provisions of which are incorporated herein by reference.

Section 4. **Representations and Warranties.** The Debtor represents and warrants to the Secured Party that, to the actual knowledge of the Debtor, a true and correct list of all of the existing Collateral consisting of: (a) U.S. patents and patent applications or registrations owned by the Debtor, in whole or in part, is set forth in **Schedule A**; (b) U.S. registered copyrights, copyright registrations and applications owned by the Debtor, in whole or in part, is set forth in **Schedule B**; and (c) U.S. trademarks, trademark registrations or applications owned by the Debtor, in whole or in part, is set forth in **Schedule C**.

Section 5. **Further Acts.** On a continuing basis, the Debtor will make, execute, acknowledge, deliver, file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or reasonably advisable or may be reasonably requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement or to enable the Secured Party and Lenders to exercise and enforce their rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Debtor. In addition, the Debtor authorizes the Secured Party to file

financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtor at any time holds or acquires a commercial tort claim arising with respect to the Collateral, the Debtor will immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party. Notwithstanding any provision in this Agreement or the Note Purchase Agreement, the Debtor will have the right to maintain, allow to lapse, or abandon any of the Collateral as determined in the ordinary course of business.

Section 6. **Authorization to Supplement.** If the Debtor obtains rights to (a) any new copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, or (b) to any reissue, division, renewal, extension or continuation of any copyright, copyright registrations or applications, trademark, trademark registrations or applications, patents or patent applications or registrations, the provisions of this Agreement will automatically apply thereto. The Debtor will give prompt notice in writing to the Secured Party with respect to any such new patent, copyright or trademark rights. Without limiting the Debtor's obligations under this **Section 6**, the Debtor authorizes the Secured Party unilaterally to modify this Agreement by amending **Schedule A**, **Schedule B** or **Schedule C**, as the case may be, to include any such new patent, copyright or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A**, **Schedule B** or **Schedule C** will in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on **Schedule A**, **Schedule B** or **Schedule C**.

Section 7. **Binding Effect.** This Agreement will be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Note Purchase Agreement.

Section 8. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the law of the State of Minnesota except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Minnesota.

Section 9. **Entire Agreement; Amendment.** This Agreement and the Loan Documents, together with the Schedules and Exhibits hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Note Purchase Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in

TRADEMARK
REEL: 005052 FRAME: 0609

Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Note Purchase Agreement, the provision giving the Secured Party greater rights or remedies will govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Secured Party under the Note Purchase Agreement.

Section 10. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile will be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile will also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart will not affect the validity, enforceability, or binding effect hereof.

Section 11. **No Inconsistent Requirements.** The Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all will be performed and satisfied in accordance with their respective terms.

Section 12. **Severability.** If one or more provisions contained in this Agreement will be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party will, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

Section 13. **Notices.** All notices and other communications hereunder will be in writing and will be mailed, sent or delivered in accordance with the Note Purchase Agreement.

Section 14. **JURY TRIAL WAIVER. DEBTOR AND SECURED PARTY EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. SECURED PARTY AND DEBTOR, AFTER CONSULTING COUNSEL OF THEIR CHOICE, EACH HEREBY KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES BETWEEN THEM. NEITHER DEBTOR NOR SECURED PARTY WILL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO BE CHARGED.**

[Remainder of page intentionally left blank - signature page follows]

DEBTOR:

SELLARS ABSORBENT MATERIALS, INC.,
a Wisconsin corporation

By: _____
Name: Thomas A. Sellars
Title: Chief Executive Officer

Address for Notices:

6565 North 60th Street
Milwaukee, WI 53233

SECURED PARTY:

SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP, a Delaware limited partnership, as collateral agent

By: SCMP Management I, LLC, its General Partner

By: _____
Name: Andrew P. Leonard
Title: Managing Director

Address for Notices:

222 South Ninth Street
Suite 2880
Minneapolis, MN 55402

SCHEDULE A

List of Patents and Patent Applications

Publication Number	International Publication Number (Country)	Patent Number	Publication Date/ Grant Date	Title
US8282777B2	US	US 8,282,777 B2	10/9/2012	Disposable wipers and towels containing 40% or more post-consumer waste
US 8414737	US	US 8414737	4/9/2013	Disposable wipers and towels containing 40% or more post-consumer waste
US App. 13/796463	US		(not published)	Disposable wipers and towels containing100% recycled fibers
EP2244876A4	WO 2009/105490 A1		8/1/2012	Laminate non-woven sheet with high-strength, melt-blown fiber exterior layers
US20110045261 A1	US	US2011004526 1	2/24/2011	Laminate non-woven sheet with high-strength, melt-blown fiber exterior layers
US 20130072380 A1	US	US2013007238 0	3/21/2013	Industrial Absorbents and methods of manufacturing the same
DE 112007002338.4	Germany			Industrial Absorbents and methods of manufacturing the same
GB 2455474	United Kingdom	GB 2455474	12/15/2010	Industrial Absorbents and methods of manufacturing the same
US 8318062	US	US 8318062	11/27/2012	Industrial Absorbents and methods of manufacturing the same
US 8118177	US	US 8118177	2/21/2012	Industrial Absorbents and methods of

TRADEMARK
REEL: 005052 FRAME: 0613

				manufacturing the same
EP2013126B1	European Patent WO 2007/124473 A2	EP 2013126 B1	1/23/2013	Towel roll product with supportive, protective wrapper
FR 2013126	France	FR 2013126	1/23/2013	Towel roll product with supportive, protective wrapper
DE 2013126	Germany	DE 2013126	1/23/2013	Towel roll product with supportive, protective wrapper
GB 2013126	United Kingdom	GB 2013126	1/23/2013	Towel roll product with supportive, protective wrapper
CA 2652761	Canada	CA 2652761	10/18/2011	Towel roll product with supportive, protective wrapper
US 7533846	US	US 7533846	5/19/2009	Towel roll product with supportive, protective wrapper
EP 1 982 009 B1	European Patent	EP 1982009 B1	1/23/2013	Forming head with features to produce a uniform web of fibers
DE 602006034416.3	Germany	DE 602006034416.3	1/23/2013	Forming head with features to produce a uniform web of fibers
DK 1982009	Denmark	DK 1982009	1/23/2013	Forming head with features to produce a uniform web of fibers
FR 1982009	France	FR 1982009	1/23/2013	Forming head with features to produce a uniform web of fibers
GB 1982009	United Kingdom	GB 1982009	1/23/2013	Forming head with features to produce a uniform web of fibers
IE 1982009	Ireland	IE 1982009	1/23/2013	Forming head with features to produce a uniform web of fibers
US7627933	US	US7627933	12/8/2009	Forming head with features to produce a uniform web of fibers
USD559595S1	US	US D559,595 S	1/15/2008	Product display tray
USD529400S1	US	US D529,400 S	10/3/2006	Toweling dispenser
CA 112254	Canada	CA 112254	4/18/2007	Toweling Dispenser
EU 000395926	European Union	EU 000395926	9/5/2005	Toweling Dispenser
MX 22026	Mexico	MX 22026	12/7/2006	Toweling Dispenser
USD546703S1	US	US D546,703 S	7/17/2007	Product display packaging

USD540183S1	US	US D540,183 S	4/10/2007	Spray bottle packaging
EU 000410337	European Union	EU 0004103370001	12/13/2005	Spray bottle packaging
USD534810S1	US	US D534,810 S	1/9/2007	Product display packaging
EU 000410345	European Union	EU 000410345	10/3/2005	Product display packaging
USD531516S1	US	US D531,516 S	11/7/2006	Product display packaging
EU 000378609	European Union	EU 000378609001	7/28/2005	Product display packaging
US7992745B2	US	US 7,992,745 B2	4/10/2008	All weather absorbent towel dispenser
USD522780S1	US	US D522,780 S	6/13/2006	Towel Dispenser
CA 109083	Canada	CA 109083	1/16/2006	Towel Dispenser
EU 267349	European Union	EU 267349	2/8/2005	Towel Dispenser
MX 20114	Mexico	MX 20114	2/22/2006	Towel Dispenser
USD504794S1	US	US D504,794 S	5/10/2005	Towel Dispenser
CA 107904	Canada	CA 107904	11/20/2006	Towel Dispenser
EU 2140280001	European Union	EU 2140280001	8/5/2004	Towel Dispenser
EU 2140280002	European Union	EU 2140280002	8/5/2004	Towel Dispenser
MX 19947	Mexico	MX 19947	1/13/2006	Towel Dispenser
US6966971B1	US	US 6,966,971 B1	11/22/2005	Absorbent wipe having bonding material logo
US 7578414	US	US 7578414	3/3/2005	All Weather Absorbent Towel Dispenser
CA 2570993	Canada	CA 2570993	8/4/2009	All Weather Absorbent Towel Dispenser
EP 1765131	European Application	EP 1765131	3/28/2007	All Weather Absorbent Towel Dispenser
MX 285598	Mexico	MX 285598	4/12/2011	All Weather Absorbent Towel Dispenser
US 20130112803 A1	US	US 20130112803	5/9/2013	Towel Roll Product with Perforated Wrap
EP 2589548	European Application	EP 2589548	5/8/2013	Towel Roll Product with Perforated Wrap
US20100197183 A1	US	US2010019718 3	8/5/2010	Industrial Absorbent from Cotton Regin
US App. 13/633059	US		(not published)	Hydrophilic Industrial Absorbent with Dual-Layer, Slip-Resistant Scrim
US App. 13/633050	US		(not published)	Hydrophilic Industrial

				Absorbent with Dual-Layer, Slip-Resistant Scrim

SCHEDULE B

List of Copyrights, Copyright Registrations, and Applications for Copyright Registrations

NONE

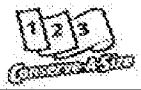
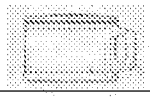
SCHEDULE C

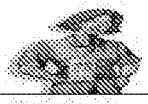
List of Trade Names, Trademarks, Service Marks,
Trademark and Service Mark Registrations, and
Applications for Trademark and Service Mark Registrations

[See Next Pages]

BRING YOUR TOOLBOX TO EVERY JOB	Canada	Pending	04/20/2012	1574238		
PUNCH OUT & Design (1)	Canada	Pending	02/23/2012	1585522		
TOOL BOX BRAND & Design (1)	Canada	Pending	04/16/2012	1572286		
BIG GRIP	European Community	REGISTERED	08/28/2007	006284657	07/22/2008	006284657
BRAVO	European Community	REGISTERED	04/13/2004	3757887	05/14/2007	3757887
Bucket Trade Dress (2)	European Community	REGISTERED	11/30/2007	006513949	10/01/2008	006513949
EVER SOAK	European Community	REGISTERED	07/03/2006	5175286	04/07/2008	5175286
FLUSHABYES	European Community	Pending	04/04/2013	011713794		

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
PIT CREW BRAND & Design (1)	European Community	REGISTERED	08/24/2006	5308283	09/04/2007	5308283
Q-CEL	European Community	REGISTERED	07/03/2006	5175294	09/27/2007	5175294
SERVALL	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		
TOOL BOX BRAND & Design (1)	Mexico	Pending	04/20/2012	1267975		

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
TOOL BOX BRAND & Design (1)	Mexico	Pending	04/20/2012	1267976		
1 2 3 CONSERVE-A-SIZE & Design (1)	United States of America	Registered	07/29/2010	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	78/979,127	12/11/2007	3,354,469
BIG GRIP & Design (1)	United States of America	Registered	12/06/2006	77/975,647	06/12/2008	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
						
BRAVO	United States of America	Registered	03/15/2005	78/587,881	04/24/2007	3,234,708

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
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	Registered	09/12/2011	85/396,888	10/16/2012	4,227,238
DURASOAK	United States of America	Registered	05/29/2012	85/637,222	02/19/2013	4,293,494
EVERSOAK	United States of America	Registered	07/25/2006	78/936,731	08/19/2008	3,490,596
EVERSOAK BRAND & Design (1)	United States of America	Registered	09/14/2006	78/974,434	05/27/2008	3,438,387
FLUSHABYES	United States of America	Pending	09/28/2013	85/889,352		

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
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		
GREEN X & Sun Design (1) (color)	United States of America	Registered	03/10/2009	77/981,801	05/17/2011	3,963,274

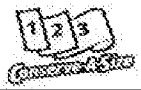
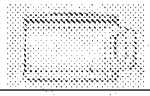
Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
MAYFAIR	United States of America	Pending	02/15/2013	85851404		
MAYFAIR	United States of America	Registered	09/06/2001	76/297,559	02/08/2005	2,925,586
OUTDOOR TOWELS & Design (1)	United States of America	Registered	01/19/2005	78/550,158	05/15/2007	3,242,941
PARKWAY	United States of America	REGISTERED	09/06/2001	76/297,558	02/08/2005	2,925,585
PIT CREW	United States of America	Registered	04/07/2004	78/378,727	09/11/2007	3,292,379
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	09/01/2011	85/385,881	01/08/2013	4,272,970
PUNCH OUT & Design (1)	United States of America	Published	09/19/2011	85/425,477		

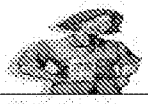
Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
PUNCH OUT & Design (1)	United States of America	Published	09/18/2011	85/376,989		
Q-CEL	United States of America	Registered	01/10/2006	78/788,818	11/06/2007	3,331,863
RUBBIN' RAGS	United States of America	REGISTERED	11/08/2010	85/171,134	11/29/2011	4,064,610
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
SELLARS SIDEKICK	United States of America	Published	04/10/2012	85/593,786		
SERVALL	United States of America	Published	09/15/2012	85/570,089		

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
SHOP TOUGH HAND SOAP	United States of America	Published	02/12/2013	85/848,195		
Solvent Resistant WATER WEAVE Series & Design (1)	United States of America	Pending	12/14/2012	85/803,023		
SORBENTS MADE SIMPLE	United States of America	Registered	10/12/2006	77/019,370	04/29/2008	3,419,029
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	United States of America	Allowed	07/12/2011	85/369,033		
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	United States of America	Pending	07/12/2011	85/378,906		
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
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

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
TOOL BOX & Design (1)	United States of America	Registered	01/19/2006	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
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

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
WORKS LIKE CLOTH AND IT'S GREEN!	United States of America	Registered	04/21/2010	85/019,891	01/17/2012	4,088,559
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

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
TOOL BOX BRAND & Design (1)	Mexico	Pending	04/20/2012	1267976		
1 2 3 CONSERVE-A-SIZE & Design (1)	United States of America	Registered	07/29/2010	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	78/979,127	12/11/2007	3,354,469
BIG GRIP & Design (1)	United States of America	Registered	12/06/2006	77/975,647	06/12/2008	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
						
BRAVO	United States of America	Registered	03/15/2005	78/587,881	04/24/2007	3,234,708

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
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	Registered	09/12/2011	85/396,888	10/16/2012	4,227,238
DURASOAK	United States of America	Registered	05/29/2012	85/637,222	02/19/2013	4,293,494
EVERSOAK	United States of America	Registered	07/25/2006	78/936,731	08/19/2008	3,490,596
EVERSOAK BRAND & Design (1)	United States of America	Registered	09/14/2006	78/974,434	05/27/2008	3,438,387
	EverSoak BRAND					
FLUSHABYES	United States of America	Pending	09/29/2013	85/889,352		

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
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		
GREEN X & Sun Design (1) (color)	United States of America	Registered	03/10/2009	77/981,801	05/17/2011	3,963,274

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
MAYFAIR	United States of America	Pending	02/15/2013	85851404		
MAYFAIR	United States of America	Registered	08/08/2001	76/297,559	02/08/2005	2,925,586
OUTDOOR TOWELS & Design (1)	United States of America	Registered	01/19/2005	78/550,158	05/15/2007	3,242,941
PARKWAY	United States of America	REGISTERED	08/08/2001	76/297,558	02/08/2005	2,925,585
PIT CREW	United States of America	Registered	04/07/2004	78/378,727	09/11/2007	3,292,379
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	09/01/2011	85/385,881	01/08/2013	4,272,970
PUNCH OUT & Design (1)	United States of America	Published	09/19/2011	85/425,477		

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
PUNCH OUT & Design (1)	United States of America	Published	09/18/2011	85/376,989		
Q-CEL	United States of America	Registered	01/10/2006	78/788,818	11/06/2007	3,331,863
RUBBIN' RAGS	United States of America	REGISTERED	11/08/2010	85/171,134	11/29/2011	4,064,610
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
SELLARS SIDEKICK	United States of America	Published	04/10/2012	85/593,786		
SERVALL	United States of America	Published	09/15/2012	85/570,089		

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
SHOP TOUGH HAND SOAP	United States of America	Published	02/12/2013	85/848,195		
Solvent Resistant WATER WEAVE Series & Design (1)	United States of America	Pending	12/14/2012	85/803,023		
SORBENTS MADE SIMPLE	United States of America	Registered	10/12/2006	77/019,370	04/29/2008	3,419,029
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	United States of America	Allowed	07/12/2011	85/369,033		
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	United States of America	Pending	07/12/2011	85/378,906		
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
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

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
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
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

Trademark	Country	Status	File Date	App. No.	Reg. Date	Reg. No.
WORKS LIKE CLOTH AND IT'S GREEN!	United States of America	Registered	04/21/2010	85/019,891	01/17/2012	4,088,559
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