

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
TRANZONIC INTERMEDIATE HOLDINGS, INC		07/05/2013	CORPORATION: DELAWARE
TZ ACQUISITION CORP.		07/05/2013	CORPORATION: OHIO
THE TRANZONIC COMPANIES		07/05/2013	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 83			
Property Type	Number	Word Mark	
Registration Number:	1470577	"HOSPECO"	
Registration Number:	1440003	ABSORBAL	
Registration Number:	2499146	ABSORBAL-LITE	
Registration Number:	3515677	AIRWORKS	
Registration Number:	4053442	ALL SORB	
Registration Number:	3140465	BULKY	
Registration Number:	4032889	CARE CLEANING PROTECTION	
Registration Number:	4069606	CARE CLEANING PROTECTION	
Registration Number:	2224245	CARE, CLEANING AND PROTECTION... AT WORK	
Registration Number:	1907383	CCP INDUSTRIES	
Registration Number:	3282129	CELLUWORKS	
Registration Number:	2492882	CHEM WORKS	

Registration Number:	3282096	CHLOROSCENT
Registration Number:	2110241	CIRRUS
Registration Number:	2943531	CLEVELAND COTTON PRODUCTS
Registration Number:	2855289	DISCREET-SEAT
Registration Number:	2049946	DRY WORKS
Registration Number:	1737883	D-SOLVE
Registration Number:	2992979	DUO-SAN
Registration Number:	3282133	DURAWORKS
Registration Number:	3282134	DUSTWORKS
Registration Number:	2171813	ENVIRO GARDS
Registration Number:	3584700	ESSENTIAL SOLUTIONS
Registration Number:	2475495	FIRST STEP
Registration Number:	757262	GARDS
Registration Number:	749856	GARDS
Registration Number:	2388430	GLOBAL CLEAN
Registration Number:	2386353	GLOBAL CLEAN
Registration Number:	1990966	HEALTH GARDS
Registration Number:	2975349	HEALTH GARDS
Registration Number:	3946758	HEALTH GARDS
Registration Number:	3925705	HEALTH GARDS
Registration Number:	2809689	HOSPECO
Registration Number:	3921116	HOSPECO HEALTHY SAFE CLEAN
Registration Number:	2072622	LINX
Registration Number:	1594285	LUSTRECLOTH
Registration Number:	2673171	MICROWORKS
Registration Number:	1006938	MR. BULKY
Registration Number:	3282128	MULTIWORKS
Registration Number:	1427419	NECESSITIES
Registration Number:	2064018	PIC-A-WIPE
Registration Number:	2760988	PLEZALL
Registration Number:	4068723	POLAR NITE
Registration Number:	1503982	POLYWYP
Registration Number:	1436477	POP-N-WIPE
Registration Number:	1739822	PREMADRAPE
Registration Number:	1503983	PREMATEX

	3776263	PROWORKS
Registration Number:	4063980	PULL ONE
Registration Number:	2668299	RAGS THAT WORK
Registration Number:	2938852	REDI-RAGS
Registration Number:	3153998	REDI-RAGS
Registration Number:	4234633	RHINO GUARD
Registration Number:	3276003	SANIBLEND
Registration Number:	3013775	SANIWORKS
Registration Number:	1503981	SCRIMDRY
Registration Number:	2333202	SHOPSERVE
Registration Number:	2493392	SHOPWORKS
Registration Number:	4064597	SMART BLOCK
Registration Number:	3080574	SOUTHERN SOFT
Registration Number:	3354468	SOUTHERN SOFT
Registration Number:	2618197	SPACEWORKS
Registration Number:	2928618	SPEED CLOT
Registration Number:	1999316	STRATUS
Registration Number:	1683826	T
Registration Number:	1683572	T
Registration Number:	2674981	TACK-KLEEN
Registration Number:	3854538	TASKBRAND
Registration Number:	4210280	TOOLWORKS
Registration Number:	3282130	TOUGHWORKS
Registration Number:	1503984	TOWEL ON A TUBE
Registration Number:	2783321	TRADEWORKS
Registration Number:	1369840	TRI-VENDOR
Registration Number:	3282204	TWS
Registration Number:	2858898	WET 'N WASH
Registration Number:	1989169	WET WORKS
Registration Number:	3367795	WETWORKS
Serial Number:	85799761	BUMBEEES
Serial Number:	85660304	GRIZZLYNITE
Serial Number:	85459062	HANDARMOR
Serial Number:	85084093	TASKHANDLER
Serial Number:	85332654	TOTAL GRIP

85458058

WORKSHIELD

CORRESPONDENCE DATA

Fax Number: 2158325619

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

Phone: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy Pecsénye

Address Line 1: One Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:

Timothy D. Pecsénye

Signature:

/TIMOTHY D. PECSENYE/

Date:

07/10/2013

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of July 5, 2013, is made by TRANZONIC INTERMEDIATE HOLDINGS, INC., a corporation organized under the laws of the State of Delaware with an address c/o Silver Oak Partners II, L.P., 1560 Sherman Avenue, Suite 1200, Evanston, Illinois 60201 (“Holdco”), TZ ACQUISITION CORP., a corporation organized under the laws of the State of Ohio (“Tranzonic”) and THE TRANZONIC COMPANIES, a corporation organized under the laws of the State of Ohio, each with an address at 26301 Curtiss-Wright Parkway, Suite 200 of the Horizon Building, Richmond Heights, Ohio 44143 (“Tranzonic Companies,” and together with Holdco and Tranzonic, collectively, the “Grantors”), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 200 South Wacker Drive, Suite 600, Chicago, Illinois 60606, in its capacity as “Agent” under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under the Credit Agreement, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of July 5, 2013 (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, each other Person hereafter joined thereto as a borrower or guarantor from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the “Lenders”), and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests and Liens in substantially all of each Grantor’s assets (excluding only Excluded Property), including without limitation all of each Grantor’s Intellectual Property (excluding only Excluded Property) and specifically including (excluding only Excluded Property) all of each Grantor’s registered United States patents, United States trademarks and United States copyrights and all of each Grantor’s filed United States patent applications, United States trademark applications and United States copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “US Registered Intellectual Property”); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent’s Liens in the US Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit

and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "**Intellectual Property Collateral**") (provided that, the Intellectual Property Collateral shall not include any Excluded Property):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agents and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly following the acquisition by Grantor of any new US Registered Intellectual Property Collateral, Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.9 of the Credit Agreement, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "**Event of Default**" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the

security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

[Signature Pages Follow]

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

**TRANZONIC INTERMEDIATE HOLDINGS,
INC.**

By: Pat Fitzmaurice
Patrick R. Fitzmaurice
Chief Financial Officer

TZ ACQUISITION CORP.

By: Pat Fitzmaurice
Patrick R. Fitzmaurice
Chief Financial Officer

THE TRANZONIC COMPANIES

By: Pat Fitzmaurice
Patrick R. Fitzmaurice
Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Timothy P. Derry
Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTORS:

**TRANZONIC INTERMEDIATE HOLDINGS,
INC.**

By: _____
Patrick R. Fitzmaurice
Chief Financial Officer

TZ ACQUISITION CORP.

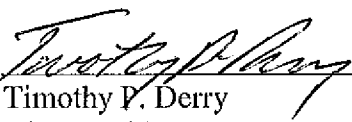
By: _____
Patrick R. Fitzmaurice
Chief Financial Officer

THE TRANZONIC COMPANIES

By: _____
Patrick R. Fitzmaurice
Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

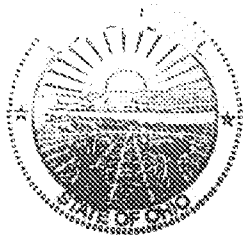
PNC BANK, NATIONAL ASSOCIATION.

By:  _____
Timothy P. Derry
Vice President

Acknowledgment of Grantors

STATE OF Ohio
COUNTY OF Cuyahoga) ss

On this 2 day of July, 2013 before me personally appeared Patrick R. Fitzmaurice, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of **TRANZONIC INTERMEDIATE HOLDINGS, INC., TZ ACQUISITION CORP. and THE TRANZONIC COMPANIES**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



JANICE ADKINS
Notary Public
In and for the State of Ohio
My Commission Expires
December 12, 2016

Janice Adkins
Notary Public

[ACKNOWLEDGMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**Schedule 1
to
Intellectual Property Security Agreement**

PATENTS, TRADEMARKS, AND COPYRIGHTS

Registered Trademarks:

Trademark	Registration No.	Registration Date
"HOSPECO"	1,470,577	12/29/1987
ABSORBAL	1,440,003	05/19/1987
ABSORBAL-LITE	2,499,146	10/16/2001
AIRWORKS	3,515,677	10/14/2008
ALLSORB	4,053,442	11/08/2011
BULKY	3,140,465	09/05/2006
CARE CLEANING PROTECTION	4,032,889	09/27/2011
CARE CLEANING PROTECTION AND DESIGN	4,069,606	12/13/2011
CARE, CLEANING AND PROTECTION...AT WORK	2,224,245	02/16/1999
CCP INDUSTRIES AND DESIGN	1,907,383	07/25/1995
CELLUWORKS	3,282,129	08/21/2007
CHEM WORKS	2,492,882	09/25/2001
CHLOROSCENT	3,282,096	08/21/2007
CIRRUS		
Canada	498,385	08/06/1998
United States	2,110,241	11/04/1997
CLEVELAND COTTON PRODUCTS	2,943,531	04/26/2005
DISCREET-SEAT	2,855,289	06/15/2004
DRY WORKS	2,049,946	04/01/1997
D-SOLVE	1,737,883	12/08/1992
DUO-SAN	2,992,979	09/06/2005
DURAWORKS	3,282,133	08/21/2007
DUSTWORKS	3,282,134	08/21/2007
ENVIRO GARDS		
Canada	518,326	10/20/1999
United States	2,171,813	07/07/1998
ESSENTIAL SOLUTIONS	3,584,700	03/03/2009
FIRST STEP	2,475,495	08/07/2001
GARDS		
United States - Vending Machines	757,262	09/24/1963
United States Sanitary Napkins	749,856	05/21/1963
GLOBAL CLEAN		
Canada	541,821	03/01/2001
United States	2,388,430	09/19/2000
GLOBAL CLEAN AND DESIGN		
Canada	541,666	02/28/2001

Trademark	Registration No.	Registration Date
United States	2,386,353	09/12/2000
GLOBAL CLEAN GENTLE PERSISTENCE		
Canada	541,826	03/01/2001
GLOBAL CLEAN GENTLE PERSISTENCE AND DESIGN		
Canada	541,823	03/01/2001
HEALTH GARDS		
Canada	474,342	04/09/1997
United States Restroom Deodorants/disks	1;990,966	08/06/1996
United States Air Fresheners	2,975,349	07/26/2005
United States Air Fresheners	3,946,758	04/19/2011
United States First aid kits	3,925,705	03/01/2011
HOSPECO AND DESIGN		
Canada	732,996	01/22/2009
United States	2,809,689	02/03/2004
Mexico	768,533	11/15/2002
Mexico	736,075	02/28/2002
Mexico	725,725	11/30/2001
Mexico	719,514	10/29/2001
Mexico	709,065	07/30/2001
Mexico	709,064	07/30/2001
HOSPECO HEALTHY SAFE CLEAN AND DESIGN	3,921,116	02/15/2011
LINX	2,072,622	06/17/1997
LUSTRECLOTH	1,594,285	05/01/1990
MICROWORKS	2,673,171	01/07/2003
MR. BULKY	1,006,938	03/18/1975
MULTIWORKS	3,282,128	08/21/2007
NECESSITIES	1,427,419	02/03/1987
PIC-A-WIPE	2,064,018	05/20/1997
PLEZALL	2,760,988	09/09/2003
POLAR NITE	4,068,723	12/06/2011
POLYWYP	1,503,982	09/13/1988
POP-N-WIPE	1,436,477	04/14/1987
PREMADRAPE	1,739,822	12/15/1992
PREMATEX	1,503,983	09/13/1988
PROWORKS	3,776,263	04/13/2010
PULL ONE	4,063,980	11/29/2011
RAGS THAT WORK	2,668,299	12/31/2002
REDI-RAGS		
United States - Roll Towel Wiper	2,938,852	04/05/2005
United States - Wiping Cloths	3,153,998	10/10/2006
RHINO GUARD	4,234,633	10/30/2012
SANIBLEND	3,276,003	08/07/2007
SANIWORKS	3,013,775	11/08/2005

Trademark	Registration No.	Registration Date
SCRIMDRY	1,503,981	09/13/1988
SHOPSERVE	2,333,202	03/21/2000
SHOPWORKS	2,493,392	09/25/2001
SMART BLOCK	4,064,597	11/29/2011
SOUTHERN SOFT		
United States - Hand Soap	3,080,574	04/11/2006
United States - Aerosol	3,354,468	12/11/2007
SPACEWORKS	2,618,197	09/10/2002
SPEED CLOT	2,928,618	03/01/2005
STRATUS		
Canada - Air Fragrance	481,190	08/21/1997
United States - Fan Dispensing	1,999,316	09/10/1996
STYLIZED T		
United States - Industrial Wiping Cloths	1,683,826	04/21/1992
United States - Sanitary Napkins, etc.	1,683,572	04/21/1992
TACK-KLEEN	2,674,981	01/14/2003
TASKBRAND	3,854,538	09/28/2010
TOOLWORKS	4,210,280	09/18/2012
TOUGHWORKS	3,282,130	08/21/2007
TOWEL ON A TUBE	1,503,984	09/13/1988
TRADEWORKS	2,783,321	11/11/2003
TRI-VENDOR	1,369,840	11/12/1985
TWS	3,282,204	08/21/2007
WET'N WASH	2,858,898	06/29/2004
WET WORKS	1,989,169	07/23/1996
WETWORKS	3,367,795	01/15/2008

Pending Trademarks:

Trademark	Application No.	Filing Date
BUMBEES	85/799,761	12/11/2012
GRIZZLYNITE	85/660,304	06/25/2012
HANDARMOR	85/459,062	10/28/2011
TASKHANDLER	85/084,093	07/14/2010
TOTAL GRIP	85/332,654	05/27/2011
WORKSHIELD	85/458,058	10/27/2011

US Patents:

Patent	Patent No.	Registration Date
MULTIPLE PACKAGE DISPENSER	D419,804	02/01/2000
SOAP DISPENSER	D426,094	06/06/2000

Pending Patent Applications:

Patent	Jurisdiction	Patent App. No.	Filing Date	Status
SALES PRODUCTIVITY SYSTEM	U.S.	13/600,820	8/31/2012	Pending
SALES PRODUCTIVITY SYSTEM	PCT	PCT/US2012/053427	8/31/2012	Pending

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this __ day of _____, by TRANZONIC INTERMEDIATE HOLDINGS, INC., a corporation organized under the laws of the State of Delaware with an address c/o Silver Oak Services Partners II, L.P., 1560 Sherman Avenue, Suite 1200, Evanston, Illinois 60201 ("Holdco"), TZ ACQUISITION CORP., a corporation organized under the laws of the State of Ohio ("Tranzonic") and THE TRANZONIC COMPANIES, a corporation organized under the laws of the State of Ohio, each with an address at 26301 Curtiss-Wright Parkway, Suite 200 of the Horizon Building, Richmond Heights, Ohio 44143 ("Tranzonic Companies," and together with Holdco and Tranzonic, collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at 200 South Wacker Drive, Suite 600, Chicago, Illinois 60606, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent");

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of July 3, 2013 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property (excluding only Excluded Property), Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of

such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired (excluding only Excluded Property):

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

TRANZONIC INTERMEDIATE HOLDINGS, INC.

By: _____
Patrick R. Fitzmaurice
Chief Financial Officer

TZ ACQUISITION CORP.

By: _____
Patrick R. Fitzmaurice
Chief Financial Officer

THE TRANZONIC COMPANIES

By: _____
Patrick R. Fitzmaurice
Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____