

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
H.D. HUDSON MANUFACTURING COMPANY		11/27/2013	CORPORATION: MINNESOTA
ROOT-LOWELL MANUFACTURING CO.		11/27/2013	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	10 S. DEARBORN ST
Internal Address:	FLOOR 22
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	4001269	SUPER SPRAYER
Registration Number:	3948527	SPRAY SENSE
Registration Number:	3575235	THE RIGHT WAY TO SPRAY
Registration Number:	2099450	1-800 LADYBUG
Registration Number:	1858365	JD9
Registration Number:	1065196	HUDSON
Registration Number:	1252165	CONSTRUCTO
Registration Number:	1033671	
Registration Number:	0572806	H
Registration Number:	0968600	INDUSTRO
Registration Number:	0758797	RANGER

Registration Number:	0743195	ENDURALL
Registration Number:	0570005	FAVORITE
Registration Number:	0555593	PERFECTION
Registration Number:	0920163	LADYBUG
Registration Number:	0548357	BUGWISER
Registration Number:	0982864	PORTA
Registration Number:	0842813	TEK
Registration Number:	0703908	SUPREMA
Registration Number:	0705532	BAK-PAK
Registration Number:	0667991	SIGN OF THE BEST BUY HUDSON H
Registration Number:	0632656	HUDSON
Registration Number:	0598148	X-PERT
Registration Number:	0578099	H
Registration Number:	0541422	LEADER
Registration Number:	0533179	H
Registration Number:	0218856	TROMBONE
Registration Number:	0200461	FOG
Registration Number:	1296198	GREEN GARDE
Registration Number:	1033498	GREEN GARDE
Registration Number:	4158788	HYBRID
Registration Number:	3902069	CHAMELEON
Registration Number:	2497201	WORKING BEST UNDER PRESSURE
Registration Number:	2914975	PRO FOAM
Registration Number:	2977518	PROFLO
Registration Number:	2468757	NO PUMPING
Registration Number:	2147869	NATIONAL
Registration Number:	1946901	RL FLO-MASTER
Registration Number:	1605296	OPTIMUM
Registration Number:	1540173	PRO PLUS
Registration Number:	1497455	RL
Registration Number:	0711186	PRO
Registration Number:	0701772	LOYALTY
Registration Number:	0671160	R-L

CORRESPONDENCE DATA

TRADEMARK
REEL: 005165 FRAME: 0440

Fax Number: 3128637867
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3128637267
Email: jaclyn.digrande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.236
NAME OF SUBMITTER:	Jaclyn Di Grande
Signature:	/jaclyn di grande/
Date:	12/03/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of November 27, 2013 by each of H.D. HUDSON MANUFACTURING COMPANY, a Minnesota corporation, and ROOT-LOWELL MANUFACTURING CO., an Ohio corporation (each a "Grantor" and, together, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent").

W I T N E S S E T H

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among the Grantors, the other Loan Parties party thereto, Administrative Agent, as a Lender and as administrative agent for the Lenders, and the Lenders party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, in connection with the Credit Agreement, each Grantor entered into that certain Amended and Restated Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent, for its own benefit and for the benefit of the Lenders, among other things, a continuing security interest in certain of such Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of Lenders, a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those set forth on Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all licenses of

the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

GRANTORS:

H.D. HUDSON MANUFACTURING
COMPANY

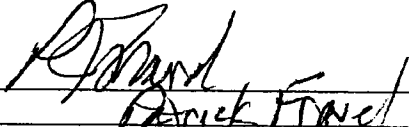
By: *John C. Romans*
Name: JOHN C. ROMANS
Title: CORPORATE SECRETARY

ROOT-LOWELL MANUFACTURING CO.

By: *Marilyn M. Mitchell*
Name: Marilyn M. Mitchell
Title: Secretary




AGREED AND ACCEPTED:



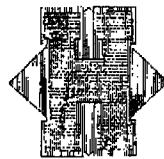
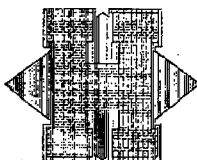
JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Derrick Finkel
Title: Authorized Officer

SCHEDULE A

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
H.D. Hudson Manufacturing Company	SUPER SPRAYER	07/26/11	4001269
H.D. Hudson Manufacturing Company	SPRAY SENSE	04/19/11	3948527
H.D. Hudson Manufacturing Company	THE RIGHT WAY TO SPRAY	02/17/09	3575235
H.D. Hudson Manufacturing Company	1-800 LADYBUG	09/23/97	2099450
H.D. Hudson Manufacturing Company	JD9	10/18/94	1858365
H.D. Hudson Manufacturing Company		05/10/77	1065196
H.D. Hudson Manufacturing Company	CONSTRUCTO	09/27/83	1252165
H.D. Hudson Manufacturing Company		02/17/76	1033671
H.D. Hudson Manufacturing Company		04/07/53	0572806
H.D. Hudson Manufacturing Company	INDUSTRO	09/18/73	0968600
H.D. Hudson Manufacturing Company	RANGER	10/22/63	0758797
H.D. Hudson Manufacturing Company	ENDURALL	01/08/63	0743195
H.D. Hudson Manufacturing Company	FAVORITE	02/03/53	0570005
H.D. Hudson Manufacturing Company	PERFECTION	03/04/52	0555593
H.D. Hudson Manufacturing Company	LADYBUG	09/14/71	0920163
H.D. Hudson Manufacturing Company	BUGWISER	09/18/51	0548357
H.D. Hudson Manufacturing Company	PORTA	04/30/74	0982864
H.D. Hudson Manufacturing Company	TEK	01/23/68	0842813
H.D. Hudson Manufacturing Company	SUPREMA	09/06/60	0703908

H.D. Hudson Manufacturing Company	BAK-PAK	10/11/60	0705532
H.D. Hudson Manufacturing Company	SIGN OF THE BEST BUY 	10/07/58	0667991
H.D. Hudson Manufacturing Company	HUDSON	08/14/56	0632656
H.D. Hudson Manufacturing Company		11/16/54	0598148
H.D. Hudson Manufacturing Company		07/28/53	0578099
H.D. Hudson Manufacturing Company	LEADER	04/24/51	0541422
H.D. Hudson Manufacturing Company		11/07/50	0533179
H.D. Hudson Manufacturing Company	TROMBONE	10/05/26	0218856
H.D. Hudson Manufacturing Company	FOG	06/30/25	0200461
H.D. Hudson Manufacturing Company	GREEN GARDE	09/18/84	1296198
H.D. Hudson Manufacturing Company	GREEN GARDE	02/17/76	1033498
Root-Lowell Manufacturing Company	HYBRID	06/12/12	4158788
Root-Lowell Manufacturing Company	CHAMELEON	01/04/11	3902069
Root-Lowell Manufacturing Company	WORKING BEST UNDER PRESSURE	10/09/01	2497201
Root-Lowell Manufacturing Company	PRO FOAM	12/28/04	2914975
Root-Lowell Manufacturing Company	PROFLO	07/26/05	2977518
Root-Lowell	NO PUMPING	07/17/01	2468757

Manufacturing Company			
Root-Lowell Manufacturing Company	NATIONAL	03/31/98	2147869
Root-Lowell Manufacturing Company	RL FLO-MASTER	01/09/96	1946901
Root-Lowell Manufacturing Company	OPTIMUM	07/10/90	1605296
Root-Lowell Manufacturing Company	PRO PLUS	05/23/89	1540173
Root-Lowell Manufacturing Company	RL	07/26/88	1497455
Root-Lowell Manufacturing Company	PRO	02/14/61	0711186
Root-Lowell Manufacturing Company	LOYALTY	07/26/60	0701772
Root-Lowell Manufacturing Company	R-L	12/16/58	0671160

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
None			