

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
BRULIN & COMPANY, INC.		10/11/2013	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	FIRST MERCHANTS BANK, NATIONAL ASSOCIATION
Street Address:	10333 North Meridian St.
Internal Address:	Suite 350
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46290
Entity Type:	National (Bank) Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	4407400	TERRAGREEN RED DIAMOND
Registration Number:	4361723	PATCO HEALTHY GREEN
Registration Number:	4313815	CLEANPOINT
Registration Number:	4258562	QW
Registration Number:	4234493	BRULIN AUTO PACK
Registration Number:	4126396	DIAMOND SOLITAIRE
Registration Number:	4062610	CLEANPOINT
Registration Number:	3295451	THE FROAMER
Registration Number:	3188047	BRU-CLEAN TBC
Registration Number:	3146297	#9 POWER
Registration Number:	3104803	#8 POWER NB
Registration Number:	2968414	TERRAGREEN
Registration Number:	2909254	DISPLAY

OP \$1015.00 4407400

Registration Number:	3986359	FOODSAFE SYSTEM
Registration Number:	3932355	TERRAGREEN KICK
Registration Number:	3764500	TOPFOAM
Registration Number:	3577343	UNIQUAT
Registration Number:	3609560	HYPER MAXX
Registration Number:	2835232	BRULIN BREAKER
Registration Number:	2784933	SHATTERED 99
Registration Number:	2743425	GLOSS BUSTER
Registration Number:	2650413	M-V-P MAX
Registration Number:	2586537	CENTURIUM 2000
Registration Number:	2599170	ULTRA-CUT
Registration Number:	2223092	TOP NOTCH
Registration Number:	1789070	SUPER GLOSS M-V-P
Registration Number:	1685938	INSTANT REPLAY
Registration Number:	1688656	M-V-P
Registration Number:	1926222	AQUAVANTAGE
Registration Number:	1870279	FIRST STRIKE
Registration Number:	1572763	UNICIDE
Registration Number:	1583233	COMPLIANCE
Registration Number:	1606111	NEUTRA-FLUSH
Registration Number:	1488054	AQUA-SAFE
Registration Number:	1453829	NATURE-SOL
Registration Number:	767990	SUDSDOWN
Registration Number:	732622	BIO-ZYME
Registration Number:	852992	BRULIN
Registration Number:	806840	JET-O-CIDE
Serial Number:	85699524	EXACT PACKET

CORRESPONDENCE DATA

Fax Number: 3176361507

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

Phone: 317-238-6248

Email: ipdocketing@kdlegal.com

Correspondent Name: Alastair J. Warr

Address Line 1: One Indiana Square

Address Line 2: Suite 2800

TRADEMARK
REEL: 005197 FRAME: 0065

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: FMEB.00145

NAME OF SUBMITTER: Alatair J. Warr

Signature: /Alastair J. Warr/

Date: 01/21/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of October 11, 2013, by BRULIN & COMPANY, INC., an Indiana corporation with a mailing address of 2920 Dr. Andrew J. Brown Avenue, Indianapolis, Indiana 46205 (the "Grantor"), in favor of FIRST MERCHANTS BANK, NATIONAL ASSOCIATION, a national banking association with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290, and its successors and assigns (the "Bank").

RECITALS

A. Grantor has entered into a Credit Agreement dated as of even date (as amended and in effect from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Grantor.

B. Grantor has entered into a Security Agreement dated as of the date hereof (such Security Agreement, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the "Collateral Agreement") with Bank pursuant to which certain obligations of Grantor owed to Bank are secured.

E. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BRULIN & COMPANY, INC.

By: Kim S. Essenburg
Kim Essenburg, Treasurer

STATE OF INDIANA)
COUNTY OF Madison) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kim Essenburg, the Treasurer of Brulin & Company, Inc., an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 18 day of October, 2013.

Benita Garcia
Notary Public

Benita Garcia
Notary Public (Printed)

My Commission Expires:

08/12/2017

My County of Residence:

Morgan

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Serial #	Registration #	Mark	Owner
85188065	4407400	TERRAGREEN RED DIAMOND	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
85145950	4361723	PATCO HEALTHY GREEN	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
85699524		EXACT PACKET	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
85374964	4313815	CLEANPOINT	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
85370258	4258562	QW	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
85107202	4234493	BRULIN AUTO PACK	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
85187343	4126396	DIAMOND SOLITAIRE	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
85254679	4062610	CLEANPOINT	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
78801163	3295451	THE FROAMER	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
78539478	3188047	BRU-CLEAN TBC	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270

78376356	3146297	#9 POWER	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
78376350	3104803	#8 POWER NB	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
78253825	2968414	TERRAGREEN	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
78264335	2909254	DISPLAY	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
77814801	3986359	FOODSAFE SYSTEM	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
77907588	3932355	TERRAGREEN KICK	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
77590293	3764500	TOPFOAM	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
77290497	3577343	UNIQUAT	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
77289330	3609560	HYPER MAXX	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
76448395	2835232	BRULIN BREAKER	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
76448540	2784933	SHATTERED 99	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270

76225896	2743425	GLOSS BUSTER	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
76202291	2650413	M-V-P MAX	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
76183098	2586537	CENTURIUM 2000	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
76180825	2599170	ULTRA-CUT	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
75160808	2223092	TOP NOTCH	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
74333259	1789070	SUPER GLOSS M-V-P	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
74168301	1685938	INSTANT REPLAY	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
74168302	1688656	M-V-P	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
74364921	1926222	AQUAVANTAGE	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
74360199	1870279	FIRST STRIKE	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
73792981	1572763	UNICIDE	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270

73792980	1583233	COMPLIANCE	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
73792970	1606111	NEUTRA-FLUSH	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
73684504	1488054	AQUA-SAFE	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
73641592	1453829	NATURE-SOL	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
72163910	0767990	SUDSDOWN	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
72123868	0732622	BIO-ZYME	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
72257734	0852992	BRULIN	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
72196610	0806840	JET-O-CIDE	Brulin & Company Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270