

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
Weiman Products, LLC		01/24/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Serial Number:	77326952	CLEAN CONNECT
Serial Number:	73579788	GOO GONE
Serial Number:	74623406	GOO GONE
Serial Number:	74623410	GOO GONE
Serial Number:	75806454	GOO GONE
Serial Number:	76484174	GOO GONE BRAND
Serial Number:	76241293	GOO GONE PRO-POWER
Serial Number:	76119883	PAINTER'S PAL
Serial Number:	85883757	PRO-POWER
Serial Number:	78855918	STICKER LIFTER
Serial Number:	73477824	GONZO
Serial Number:	75305590	GONZO DASH WIPE
Serial Number:	75636004	GONZO ODOR ELIMINATOR
Serial Number:	75153801	GONZO TAKE-ME-ALONG

TRADEMARK

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Serial Number:	76074532	GONZO WINE OUT
Serial Number:	74482882	THE GONZO PET HAIR LIFTER
Serial Number:	74655736	THE GONZO SCREEN CLEANER
Serial Number:	74726771	THE GONZO WONDER SPONGE
Serial Number:	75809312	CLEAR FLOW
Serial Number:	73265955	COUNTERTOP MAGIC
Serial Number:	73174022	KITCHEN MAGIC
Serial Number:	73663414	MAGIC
Serial Number:	73663413	MAGIC
Serial Number:	74524705	MAGIC
Serial Number:	74525100	MAGIC
Serial Number:	77500116	MAGIC
Serial Number:	77978831	MAGIC
Serial Number:	77308930	MAGIC
Serial Number:	77499938	
Serial Number:	76484171	STAINLESS STEEL MAGIC
Serial Number:	76543675	TILE & GROUT MAGIC
Serial Number:	78855949	STICKUMS
Serial Number:	85341639	WITH STAY CLEAN TECHNOLOGY
Serial Number:	73607953	GONZO
Serial Number:	73233403	SMOKE-OFF
Serial Number:	85454498	BAD KITTY!
Serial Number:	77234397	BAMBOO RAIN
Serial Number:	77048374	BRUSHED COTTON
Serial Number:	77359807	CANELLA BARK
Serial Number:	77343113	CITRUS REVIVE
Serial Number:	77343112	COTTON RELAX
Serial Number:	85068260	FRESH REVIVAL
Serial Number:	85068252	FRESH SPIRIT
Serial Number:	85454491	FUR REAL?
Serial Number:	85454503	IS THAT THE CAT?
Serial Number:	85580621	IT WASN'T ME!
Serial Number:	75930330	LAVENDER BOUQUET
Serial Number:	74427142	NATURAL MAGIC
Serial Number:	78197821	NATURAL MAGIC

	78361449	NATURAL MAGIC
Serial Number:	77020807	NATURAL MAGIC
Serial Number:	77020841	NATURAL MAGIC
Serial Number:	85617232	NATURAL MAGIC
Serial Number:	77359805	OAK MOSS
Serial Number:	77048815	ODOR AIR-MAGNET
Serial Number:	74577662	ODOR BLASTER
Serial Number:	74653168	ODOR LAUNCHER
Serial Number:	77805656	OXI BEADS
Serial Number:	85228449	PLAY HARD
Serial Number:	78041025	PLEASANT VALLEY
Serial Number:	77048373	PURE COTTON
Serial Number:	85068254	PURE SKY
Serial Number:	77359804	SANDALWOOD & YLANG
Serial Number:	77404142	SCENT 2 GO
Serial Number:	78971903	SCENT OF HOPE
Serial Number:	77234403	SCENT ON THE GO
Serial Number:	77078483	SCENTILLATING CITRUS
Serial Number:	74277906	SPRINGWAY
Serial Number:	85580618	STINK MAGNET
Serial Number:	85580611	THE DINNER THAT WOULDN'T LEAVE
Serial Number:	85068255	VANILLA DREAM
Serial Number:	75140218	WE MAKE MAGIC PRODUCTS, NATURALLY!
Serial Number:	85580617	WHAT DIED IN THERE?
Serial Number:	85668211	WHAT THE %#&* IS THAT SMELL?
Serial Number:	77635907	CABINET & WOOD MAGIC
Serial Number:	77636159	GRANITE & MARBLE MAGIC
Serial Number:	74616986	OOPS!
Serial Number:	77619914	OOPS!
Serial Number:	74578811	INTERNATIONAL STONE POLISH
Serial Number:	74578819	MARBAMIST
Serial Number:	74672574	CERAMICLEAN
Serial Number:	75001533	CLEAN ENCOUNTERS
Serial Number:	77424057	GRANISOL
Serial Number:	77424090	GROUT LOCK

	75412085	MARBACREAM
Serial Number:	74578816	MARBADAN
Serial Number:	74578818	MARBALEX
Serial Number:	74511440	SCI STONE CARE INTERNATIONAL
Serial Number:	76593385	SCI STONE CARE INTERNATIONAL
Serial Number:	74578817	STONE QUEST
Serial Number:	76534792	STONE SPRAY N SEAL
Serial Number:	76576417	STONEGLIDE
Serial Number:	86005837	REMOVES STICKY, GUMMY, GOOEY PROBLEMS
Serial Number:	86040085	ELIMIN-8

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8438
Email: raquel.haleem@kattenlaw.com
Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-130
NAME OF SUBMITTER:	Raquel Haleem
Signature:	/Raquel Haleem/
Date:	01/27/2014

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of January 24, 2014 (this "Agreement"), by WEIMAN PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among Grantor, as the Borrower, Agent and the financial institutions from time to time party thereto as lenders (the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and the Lenders have agreed to make loans and other financial accommodations for the benefit of Grantor and its Affiliates;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of November 22, 2013, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations of Grantor, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing (until all Obligations have been Paid in Full) first priority 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 (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) the right to obtain all renewals thereof; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WEIMAN PRODUCTS, LLC

By: 

Name: Jeffrey R. Shannon

Title: Vice President, Secretary and Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 005201 FRAME: 0958

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as
Agent

By: Jennifer Cotton
Name: Jennifer Cotton
Title: Senior Vice President

Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	APP. NO.	APPLICATION DATE	REG. NO.	REG. DATE
CLEAN CONNECT	77/326,952	11/12/2007	3763807	3/23/2010
GOO GONE	73/579,788	1/27/1986	1408146	9/9/1986
GOO GONE	74/623,406	1/20/1995	1945633	1/2/1996
GOO GONE	74/623,410	1/20/1995	1945634	1/2/1996
GOO GONE	75/806,454	9/22/1999	2447540	5/1/2001
GOO GONE BRAND	76/484,174	1/23/2003	2923861	2/1/2005
GOO GONE PRO-POWER	76/241,293	4/16/2001	2547092	3/12/2002
PAINTER'S PAL	76/119883	8/30/2000	2564558	4/23/2002
PRO POWER	85/883,757	3/22/2013	4425300	10/29/2013
STICKER LIFTER	78/855,918	4/6/2006	3312033	10/16/2007
GONZO AND DESIGN	73/477,824	4/30/1984	1325245	3/19/1985
GONZO DASH WIPE	75/305,590	6/9/1997	2174898	7/21/1998
GONZO ODOR ELIMINATOR	75/636,004	2/8/1999	2394933	10/17/2000
GONZO TAKE-ME-ALONG (stylized)	75/153,801	8/21/1996	2085878	8/5/1997
GONZO WINE OUT	76/074,532	6/21/2000	2592603	7/9/2002
THE GONZO PET HAIR LIFTER	74/482,882	1/25/1994	1912568	8/15/1995
THE GONZO SCREEN CLEANER	74/655,736	4/4/1995	2007193	10/8/1996
THE GONZO WONDER SPONGE	74/726,771	9/8/1995	2011767	10/29/1996
CLEAR FLOW	75/809,312	9/27/1999	2556784	4/2/2002
COUNTERTOP MAGIC	73/265,955	6/11/1980	1186326	1/19/1982
KITCHEN MAGIC	73/174,022	8/1/1978	1131133	2/26/1980
MAGIC	73/663,414	5/29/1987	1512234	11/15/1988
MAGIC	73/663,413	5/29/1987	1531506	3/28/1989
MAGIC	74/524,705	5/16/1994	2040936	2/25/1997
MAGIC	74/525,100	5/16/1994	2044129	3/11/1997
MAGIC	77/500,116	6/16/2008	3656722	7/21/2009
MAGIC	77/978,831	10/19/2007	3769273	3/30/2010
MAGIC	77/308,930	10/19/2007	4109011	3/6/2012
Molecular Symbol Design	77/499,938	6/16/2008	3656720	7/21/2009
STAINLESS STEEL MAGIC	76/484,171	1/23/2003	2923860	2/1/2005
TILE & GROUT MAGIC	76/543,675	8/29/2003	2881102	9/7/2004
STICKUMS	78/855949	4/6/2006	3258123	7/3/2007
WITH STAY CLEAN TECHNOLOGY	85/341,639	6/8/2011	4211106	9/18/2012
GONZO	73/607,953	7/7/1986	1427074	2/3/1987
SMOKE-OFF	73/233403	10/1/1979	1194582	5/4/1982
BAD KITTY!	85/454,498	10/24/2011	4161076	6/19/2012
BAMBOO RAIN	77/234,397	7/20/2007	3502733	9/16/2008
BRUSHED COTTON	77/048,374	11/21/2006	3392480	3/4/2008
CANELLA BARK	77/359,807	12/26/2007	3503306	9/16/2008
CITRUS REVIVE	77/343,113	12/4/2007	3506338	9/23/2008
COTTON RELAX	77/343,112	12/4/2007	3517933	10/14/2008
FRESH REVIVAL	85/068,260	6/22/2010	4283355	1/29/2013
FRESH SPIRIT	85/068,252	6/22/2010	4195132	8/21/2012
FUR REAL?	85/454,491	10/24/2011	4161075	6/19/2012

IS THAT THE CAT?	85/454,503	10/24/2011	4161077	6/19/2012
IT WASN'T ME!	85/580,621	3/27/2012	4233955	10/30/2012
LAVENDER BOUQUET	75/930,330	2/14/2000	2444287	4/17/2001
NATURAL MAGIC	74/427,142	8/23/1993	1864507	11/29/1994
NATURAL MAGIC	78/197,821	12/26/2002	2794872	12/16/2003
NATURAL MAGIC	78/361,449	2/3/2004	3146271	9/19/2006
NATURAL MAGIC	77/020,807	10/13/2006	3264169	7/17/2007
NATURAL MAGIC	77/020,841	10/13/2006	3264170	7/17/2007
NATURAL MAGIC & Design	85/617232	5/4/2012	4246052	11/20/2012
OAK MOSS	77/359,805	12/26/2007	3503305	9/16/2008
ODOR AIR-MAGNET	77/048,815	11/21/2006	3259898	7/10/2007
ODOR BLASTER	74/577,662	9/23/1994	1936851	11/21/1995
ODOR LAUNCHER	74/653,168	3/20/1995	1956370	2/13/1996
OXI BEADS	77/805,656	8/17/2009	3767214	3/30/2010
PLAY HARD	85/228,449	1/28/2011	4230597	10/23/2012
PLEASANT VALLEY	78/041,025	12/29/2000	2502203	10/30/2001
PURE COTTON	77/048,373	11/21/2006	3755035	3/2/2010
PURE SKY	85/068,254	6/22/2010	4112509	3/13/2012
SANDALWOOD & YLANG	77/359,804	12/26/2007	3503304	9/16/2008
SCENT 2 GO	77/404,142	2/22/2008	3551611	12/23/2008
SCENT OF HOPE	78/971,903	9/11/2006	3265091	7/17/2007
SCENT ON THE GO	77/234,403	7/20/2007	3485987	8/12/2008
SCENTILLATING CITRUS	77/078,483	1/8/2007	3402600	3/25/2008
SPRINGWAY	74/277,906	5/22/1992	1768395	5/4/1993
STINK MAGNET	85/580,618	3/27/2012	4245245	10/20/2012
THE DINNER THAT WOULDN'T LEAVE	85/580,611	3/27/2012	4233952	10/30/2012
VANILLA DREAM	85/068,255	6/22/2010	4199016	8/28/2012
WE MAKE MAGIC PRODUCTS, NATURALLY!	75/140,218	6/10/1997	2069861	6/10/1997
WHAT DIED IN THERE?	85/580,617	3/27/2012	4233954	10/30/2012
WHAT THE %#&* IS THAT SMELL?	85/668,211	7/3/2012	4297892	3/5/2012
CABINET & WOOD MAGIC	77/635,907	12/18/2008	3650684	7/7/2009
GRANITE & MARBLE MAGIC	77/636,159	12/18/2008	3650711	7/7/2009
OOPS!	74/616,986	12/30/1994	2220656	1/26/1999
OOPS!	77/619,914	11/21/2008	3727402	12/22/2009
INTERNATIONAL STONE POLISH	74/578,811	9/26/1994	1927857	10/17/1995
MARBAMIST	74/578,819	9/26/1994	1925000	10/10/1995
CERAMICLEAN	74/672,574	6/9/1997	1965633	4/2/1996
CLEAN ENCOUNTERS	75/001,533	10/4/1995	2003021	9/24/1996
GRANISOL	77/424,057	3/17/2008	3706156	11/3/2009
GROUT LOCK	77/424,090	3/17/2008	3702535	10/27/2009
MARBACREAM	75/412,085	12/1/1997	2225720	2/23/1999
MARBADAN	74/578,816	9/26/1994	1924997	10/10/1995
MARBALEX	74/578,818	9/26/1994	1924999	10/10/1995
SCI STONE CARE INTERNATIONAL and design	74/511,440	4/12/1994	1886453	3/28/1995
SCI STONE CARE INTERNATIONAL and design	76/593,385	5/21/2004	3031172	12/20/2005
STONE QUEST	74/578,817	9/26/1994	1924998	10/10/1995
STONE SPRAY N SEAL	76/534,792	7/22/2003	2915353	12/28/2004
STONEGLIDE	76/576,417	2/17/2004	2924906	2/8/2005

TRADEMARK APPLICATIONS

MARK	APP. NO.	APPLICATION DATE
REMOVES STICKY, GUMMY, GOOEY PROBLEMS	86/005837	7/9/2013
ELIMIN-8	86/040, 085	8/16/2013

TRADEMARK LICENSES

None.