

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
United Rotary Brush Corporation		02/26/2014	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	NBH Capital Finance, a division of NBH Bank, N.A.
Street Address:	7800 E. Orchard Rd., Ste. 300
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85118402	AMERICAN ROTARY BROOM
Serial Number:	85070597	POLYCORE
Serial Number:	75538712	UNITED PRO STRIP BROOM
Serial Number:	74073652	UNITED ROTARY BRUSH CORPORATION
Serial Number:	77525032	SMARTSWEEP

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com
 Correspondent Name: Sharon Patterson, Paralegal
 Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
 Address Line 2: Ste 3300\
 Address Line 4: Chicago, ILLINOIS 60603

OP \$140.00 85118402

ATTORNEY DOCKET NUMBER:	7212.001
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	02/26/2014
Total Attachments: 5 source=URB Trademark#page1.tif source=URB Trademark#page2.tif source=URB Trademark#page3.tif source=URB Trademark#page4.tif source=URB Trademark#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2014, is made by United Rotary Brush Corporation, a Kansas corporation ("Grantor"), in favor of NBH Capital Finance, a division of NBH Bank, N.A. ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Borrower, Holdings and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Credit Party (other than Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Lender (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Liabilities (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and make extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 of Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, but excluding any Excluded Property of Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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


Section 5. Counterparts. This Trademark Security 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. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado (other than conflict laws).

[Signature Pages Follow]

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

UNITED ROTARY BRUSH
CORPORATION
as Grantor

By: 
Name: Rodney E. Olson
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

NBH CAPITAL FINANCE, a division of
NBH Bank, N.A.
as Lender

By: 
Name: Josh Peters _____
Title: Managing Director _____

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Loan Party	Trademark	Serial No.	Filing Date
United Rotary Brush Corporation	AMERICAN ROTARY BROOM	85118402	8/30/2010
United Rotary Brush Corporation	POLYCORE	85070597	6/24/2010
United Rotary Brush Corporation	UNITED PRO STRIP BROOM	75538712	8/14/1998
United Rotary Brush Corporation	UNITED ROTARY BRUSH CORPORATION	74073652	6/28/1990
United Rotary Brush Corporation	SMARTSWEEP	77525032	7/17/2008