

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MICRO-SCIENTIFIC INDUSTRIES, INC.		12/22/2014	CORPORATION: ILLINOIS
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: 8			
Property Type	Number	Word Mark	
Registration Number:	3714177	OPTI-CIDE 3	
Registration Number:	3040127	MICRO-ZYME	
Registration Number:	2499514	OPTI-SCRUB	
Registration Number:	2198922	OPTI-CIDE	
Serial Number:	77596492	OPTI-CIDE 3	
Serial Number:	78363291	MICRO-ZYME	
Serial Number:	75780766	OPTI-SCRUB	
Serial Number:	75193461	OPTI-CIDE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-130		
NAME OF SUBMITTER:	HUMBERTO AQUINO		

CH \$215.00 3714177

SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	12/22/2014
Total Attachments: 5 source=Trademark Security Interest (Micro-Scientific) Madison Capital Funding LLC(Executed)#page1.tif source=Trademark Security Interest (Micro-Scientific) Madison Capital Funding LLC(Executed)#page2.tif source=Trademark Security Interest (Micro-Scientific) Madison Capital Funding LLC(Executed)#page3.tif source=Trademark Security Interest (Micro-Scientific) Madison Capital Funding LLC(Executed)#page4.tif source=Trademark Security Interest (Micro-Scientific) Madison Capital Funding LLC(Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 22, 2014 (this "Agreement"), by MICRO-SCIENTIFIC INDUSTRIES, INC., an Illinois corporation ("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 January 24, 2014, by and among Weiman Products, LLC, a Delaware limited liability company ("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 Borrower 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.

MICRO-SCIENTIFIC INDUSTRIES, INC.

By: 

Name: Jeffrey R. Shannon

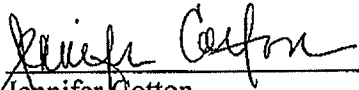
Title: Vice President, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005424 FRAME: 0813

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Jennifer Cotton
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
OPTI-CIDE 3	77596492	10/20/08	3714177	11/24/09
MICRO-ZYME	78363291	2/5/04	3040127	1/10/06
OPTI-SCRUB	75780766	8/19/99	2499514	10/23/01
OPTI-CIDE	75193461	11/5/96	2198922	10/20/98

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.