

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microban Products Company		05/01/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3911590	MICROBAN	
Registration Number:	2988969	AEGIS MICROBE SHIELD	
Registration Number:	3015383	AEGIS	
Registration Number:	3157314	AEGIS	
Registration Number:	3535252	ECOFRESH	
Registration Number:	4238594	ANYTHING YOU CAN MAKE, WE CAN KEEP CLEAN	
Registration Number:	4238595	ANYTHING YOU CAN MAKE, WE CAN KEEP FRESH	
Registration Number:	4592109	MICROBAN	
Registration Number:	4679086	MICROBAN	
Serial Number:	86585028	THE CLEANER KITCHEN	
Serial Number:	86566128	MICROBAN CLEAN	
Serial Number:	86319908	MICROBAN	
Serial Number:	86385547	THE CLEANER BATHROOM	
Serial Number:	86353650	MICRO-CLEAN	
Serial Number:	86404622	A CLEANER HOUSE	
Serial Number:	86458953		
Serial Number:	86457503	THE CLEANER HOME	
Serial Number:	86478737	SILVER SHIELD	
Serial Number:	86478748	EXCALIBUR	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86484829	SILVER PROTECT
CORRESPONDENCE DATA		
Fax Number:	3026365454	
	<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:	800-927-9801 x 62348	
Email:	jean.paterson@cscglobal.com	
Correspondent Name:	Corporation Service Company	
Address Line 1:	1090 Vermont Avenue NW, Suite 430	
Address Line 4:	Washington, D.C. 20005	
ATTORNEY DOCKET NUMBER:	615493	
NAME OF SUBMITTER:	Jean Paterson	
SIGNATURE:	/jep/	
DATE SIGNED:	05/05/2015	
Total Attachments: 5		
source=5-5-15 Microban Products-TM#page1.tif		
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TRADEMARK COLLATERAL AGREEMENT

This 1st day of May, 2015, Microban Products Company, a North Carolina corporation (the "*Debtor*"), with its principal place of business and mailing address at 11400 Vanstory Drive, Huntersville, North Carolina 28078, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MICROBAN PRODUCTS COMPANY

By 
Name: Joe Lyons
Title: Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By _____
Name: Garland F. Robeson IV
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 005509 FRAME: 0927

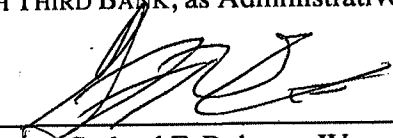
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MICROBAN PRODUCTS COMPANY

By _____
Name: Joe Lyons
Title: Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By  _____
Name: Garland F. Robeson IV
Title: Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
MICROBAN (IC 021A)	3911590	01/25/2011
AEGIS MICROBE SHIELD	2988969	08/30/2005
AEGIS	3015383	11/15/2005
AEGIS	3157314	10/17/2006
ECOFRESH	3535252	11/18/2008
ANYTHING YOU CAN MAKE, WE CAN KEEP CLEANER	4238594	11/06/2012
ANYTHING YOU CAN MAKE, WE CAN KEEP FRESHER	4238595	11/06/2012
MICROBAN	4592109	08/26/2014
MICROBAN (US IC009)	4679086	01/27/2015

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
THE CLEANER KITCHEN (WORD) (US-- 1,5,40)	86585028	04/02/2015
MICROBAN CLEAN (US) (IC--11,19,40)	86566128	03/17/2015
MICROBAN (US-IC03)	86319908	06/25/2014
THE CLEANER BATHROOM	86385547	09/04/2014
MICRO-CLEAN	86353650	07/31/2014
A CLEANER HOUSE (US--1,5,40)	86404622	09/24/2014
DESIGN MARK (US--040)	86458953	11/19/2014
THE CLEANER HOME (US--1,5,40)	86457503	11/18/2014
SILVER SHIELD (US--001 AND 040)	86478737	12/12/2014
EXCALIBUR (US--001 AND 040) (US)	86478748	12/12/2014
SILVER PROTECT (US--1,5,40)	86484829	12/18/2014