TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM405858

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Commercial Products, LLC		11/16/2016	Limited Liability Company: DELAWARE
Fort Wayne Plastics, Inc.		11/16/2016	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Encina Business Credit SPV, LLC, as Agent		
Street Address:	111 W. Jackson Blvd., Suite 1700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark		
Registration Number:	4823411	BULLETPROOF		
Registration Number:	4717821	TUFF CAN		
Registration Number: 4488677		WALL HUGGER		
Registration Number:	4540494	COLORGUARD		
Registration Number:	4377615	POWERWHISPER		
Registration Number:	4286129	ERGOFLO		
Registration Number:	4192003	SPONGEPRO		
Registration Number:	4192002	WIPECLEAN PRO		
Registration Number:	4215607	HYDRO COCO		
Registration Number:	4079638	MUSCLEPRO		
Registration Number:	4049366	MUSCLE MOP		
Registration Number:	4122553	ACTIONPRO		
Registration Number:	3187448	UNIBODY		
Registration Number:	3119457	WILEN		
Registration Number:	3083814	COLOSSUS		
Registration Number:	3639582	HUSKEE		
Registration Number:	3217600	TILT-N-WHEEL		
Registration Number:	3194179	KING KAN		
		TRADEMARK		

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IRADEMARK

Property Type	Number	Word Mark		
Registration Number:	3227484	SUPERKAN		
Registration Number:	3438129	KLEEN AIRE		
Registration Number:	3255485	WAX-O-MATIC		
Registration Number:	3314308	ERGO WORX		
Registration Number:	3162242	COCOPAD		
Registration Number:	3422068	KING COTTON		
Registration Number:	2904064	DERMA-TEK		
Registration Number:	3265467	CONTINENTAL COMMERCIAL PRODUCTS		
Registration Number:	2428255	BLUE ICE		
Registration Number:	2387165			
Registration Number:	2022049	WORK BIN		
Registration Number:	2165154	FIBER NATURALS		
Registration Number:	2068036	JEAN CLEAN		
Registration Number:	2095951	TIE-FREE		
Registration Number:	1879232	BRUSHWORX		
Registration Number:	1879233	CLEAN SWEEP		
Registration Number:	1938783	SAFIRE		
Registration Number:	1916512	P/E PLUS		
Registration Number:	1863438	MICROTRON ABRASIVES, INC.		
Registration Number:	1316359	STRUCTOLENE		
Registration Number:	1547408	TUFFBIN		
Registration Number:	1505970	JOEY		
Registration Number:	1443264	BACTOGUARD		
Registration Number:	1359265	HANNAH'S HELPER		
Registration Number:	1371339	KLEENFAST		
Registration Number:	1465180	CONTINENTAL		
Registration Number:	1953922	PRO DUST H2O		
Registration Number:	2019675	EARTH MOP		
Registration Number:	2134746	CONTOUR		
Registration Number:	2198979	WALNUTPAD		
Registration Number:	4186880	FUNDAMENTALS		
Registration Number:	4190777	REDEFINING STORAGE		
Registration Number:	1919757	CANINE COTTAGE		

CORRESPONDENCE DATA

Fax Number: 3128637865

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.

Phone: 312-201-3865

TRADEMARK REEL: 005924 FRAME: 0419 **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

ATTORNEY DOCKET NUMBER: 7528	.005
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NAME OF SUBMITTER: Sharon Patterson

SIGNATURE: /sharon patterson/

DATE SIGNED: 11/17/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of November 16, 2016 and is by Continental Commercial Products, LLC, a Delaware limited liability company ("CCP") and Fort Wayne Plastics, Inc., an Indiana corporation ("FTW"; together with CCP, the, "Grantors"), in favor of Encina Business Credit SPV, LLC, as agent for the lenders under the Credit Agreement ("Agent").

RECITALS

- A. Grantors, Katy Industries, Inc., a Delaware corporation, 2155735 Ontario Inc., an Ontario corporation, CCP Canada Inc., an Ontario corporation. FTW Holdings, Inc., a Delaware corporation, and Agent have entered into a Credit and Security Agreement dated as of November 16, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Agent has agreed to make loans to Grantors and issue letters of credit on behalf of Grantors.
- B. Pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent this Agreement.
- C. Pursuant to the Credit Agreement, Grantors have granted to Agent a security interest in substantially all the assets of Grantors, including all right, title and interest of Grantors 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 and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantors hereby grant to Agent, a continuing security interest and lien in all of Grantors' right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- 1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, 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, together with all goodwill associated therewith; and
- 3. all products and proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, 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 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantors'

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intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent pursuant to the Credit Agreement and subject to limitations set forth therein. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 Credit Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

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

CONTINENTAL COMMERCIAL PRODUCTS, LLC

Name: Curt A. Kroll

Title: Vice President and Chief Financial Officer

FORT WAYNE PLASTICS, INC.

Name: Curt A. Kroll

Title: Vice President and Chief Financial Officer

Acknowledged:

ENCINCA BUSINESS CREDIT SPV, LLC

Name: Thomas Co XIII Jan

Name: Thomas G. Jullivan
Title: Authorized Signatory

SCHEDULE 1 to TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

TRADEMARK	REG.	REG.	OWNER
	NUMBER	DATE	
BULLETPROOF	4823411	09/29/15	Continental Commercial Products, LLC
TUFF CAN	4717821	04/07/15	Continental Commercial Products, LLC
WALL HUGGER	4488677	02/25/14	Continental Commercial Products, LLC
COLORGUARD	4540494	05/27/14	Continental Commercial Products, LLC
POWERWHISPER	4377615	07/30/13	Continental Commercial Products, LLC
ERGOFLO	4286129	05/02/13	Continental Commercial Products, LLC
SPONGEPRO	4192003	08/14/12	Continental Commercial Products, LLC
WIPECLEAN PRO	4192002	08/14/12	Continental Commercial Products, LLC
HYDRO COCO	4215607	09/25/12	Continental Commercial Products, LLC
MUSCLEPRO	4079638	01/03/12	Continental Commercial Products, LLC
MUSCLE MOP	4049366	11/01/11	Continental Commercial Products, LLC
ACTIONPRO	4122553	04/03/12	Continental Commercial Products, LLC
UNIBODY	3187448	12/19/06	Continental Commercial Products, LLC
WILEN	3119457	07/25/06	Continental Commercial Products, LLC
COLOSSUS	3083814	04/18/06	Continental Commercial Products, LLC
HUSKEE	3639582	06/16/09	Continental Commercial Products, LLC
TILT-N-WHEEL	3217600	03/13/07	Continental Commercial Products, LLC
KING KAN	3194179	01/02/07	Continental Commercial Products, LLC
SUPERKAN	3227484	04/10/07	Continental Commercial Products, LLC
KLEEN AIRE	3438129	05/27/08	Continental Commercial Products, LLC
WAX-O-MATIC	3255485	06/26/07	Continental Commercial Products, LLC
ERGO WORX	3314308	10/16/07	Continental Commercial Products, LLC
COCOPAD	3162242	10/24/16	Continental Commercial Products, LLC
KING COTTON	3422068	05/06/08	Continental Commercial Products, LLC
DERMA-TEK	2904064	11/23/04	Continental Commercial Products, LLC
CONTINENTAL	3265467	07/17/07	Continental Commercial Products, LLC
COMMERCIAL PRODUCTS			
BLUE ICE	2428255	02/13/01	Continental Commercial Products, LLC
None (Design only)	2387165	09/19/00	Continental Commercial Products, LLC
WORK BIN	2022049	12/10/96	Continental Commercial Products, LLC
FIBER NATURALS	2165154	06/16/98	Continental Commercial Products, LLC
JEAN CLEAN	2068036	06/03/97	Continental Commercial Products, LLC
TIE-FREE	2095951	09/09/97	Continental Commercial Products, LLC
BRUSHWORX	1879232	02/14/95	Continental Commercial Products, LLC
CLEAN SWEEP	1879233	02/14/95	Continental Commercial Products, LLC
SAFIRE	1938783	11/28/95	Continental Commercial Products, LLC
P/E PLUS	1916512	09/05/95	Continental Commercial Products, LLC
MICROTRON ABRASIVES, INC.	1863438	11/22/94	Continental Commercial Products, LLC
STRUCTOLENE	1316359	01/29/85	Continental Commercial Products, LLC
TUFFBIN	1547408	07/11/89	Continental Commercial Products, LLC
JOEY	1505970	09/27/88	Continental Commercial Products, LLC
BACTOGUARD	1443264	06/16/87	Continental Commercial Products, LLC
HANNAH'S HELPER	1359265	09/10/85	Continental Commercial Products, LLC

TRADEMARK REEL: 005924 FRAME: 0425

TRADEMARK	REG.	REG.	OWNER
	NUMBER	DATE	
KLEENFAST	1371339	11/19/85	Continental Commercial Products, LLC
CONTINENTAL	1465180	11/17/87	Continental Commercial Products, LLC
PRO DUST H2O	1953922	02/06/96	Continental Commercial Products, LLC
EARTH MOP	2019675	11/26/96	Continental Commercial Products, LLC
CONTOUR	2134746	02/03/98	Continental Commercial Products, LLC
WALNUTPAD	2198979	10/20/98	Continental Commercial Products, LLC
FUNDAMENTALS	4186880	08/07/12	Continental Commercial Products, LLC
REDEFINING STORAGE	4190777	08/14/12	Continental Commercial Products, LLC
CANINE COTTAGE	1919757	09/19/95	Fort Wayne Plastics, Inc.

RECORDED: 11/17/2016