

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564192

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Notice of Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900532257

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sellars Absorbent Materials, Inc.		01/17/2020	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	THE HUNTINGTON NATIONAL BANK
Street Address:	200 Public Square, 7th Floor, CM64
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Serial Number:	88286286	EASY CARRY HANDLE
Serial Number:	87763425	ONE FLUSH AT A TIME
Registration Number:	5577585	
Registration Number:	5602541	BRAVO NECESSITIES
Registration Number:	5466330	BRAVO ULTIMATE
Registration Number:	5602542	BRAVO NATURALLY STRONG
Registration Number:	5416948	MAYFAIR
Registration Number:	5416950	MAYFAIR
Registration Number:	5466295	BRAVO NATURALLY STRONG
Registration Number:	5382612	BRAVO ULTIMATE
Registration Number:	5377019	BRAVO NECESSITIES
Registration Number:	5782210	MAGIC DRAGON
Registration Number:	5331174	CLEAN-SAFE
Registration Number:	5049929	MAYFAIR
Registration Number:	5049922	GREEN X
Registration Number:	5486997	LINIQUE
Registration Number:	5356738	
Registration Number:	4907160	PUNCH OUT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4914608	CLEAN-SAFE
Registration Number:	4704395	WE'RE THE POWER BEHIND YOUR BRAND
Registration Number:	4467858	THE NATURAL CHOICE FOR ALL YOUR WIPING A
Registration Number:	4452589	MAYFAIR
Registration Number:	4512232	SHOP TOUGH HAND SOAP
Registration Number:	4548549	SOLVENT RESISTANT WATER WEAVE SERIES
Registration Number:	4293494	DURASOAK
Registration Number:	4351338	SELLARS SIDEKICK
Registration Number:	4273450	GRAB N' SCRUB WIPES
Registration Number:	4373792	BRING YOUR TOOLBOX TO EVERY JOB
Registration Number:	4273195	TOOL BOX BRAND
Registration Number:	4286756	TOOL BOX BRAND
Registration Number:	4227238	DOUBLE-TAKE
Registration Number:	4272970	POWERMATCH
Registration Number:	4336376	THE NATURAL CHOICE FOR ALL YOUR WIPING A
Registration Number:	4027082	TOOL BOX
Registration Number:	4027083	TOOL BOX
Registration Number:	4036075	1 2 3 CONSERVE-A-SIZE
Registration Number:	4035971	CONSERVE-A-SIZE
Registration Number:	4088558	WORKS LIKE CLOTH AND IT'S GREEN!
Registration Number:	3915201	GREEN INNOVATION
Registration Number:	3825964	GREEN INNOVATION
Registration Number:	3662138	SAFE 2 FLUSH
Registration Number:	3635917	SELLARS
Registration Number:	3486105	BIG GRIP
Registration Number:	3438387	EVERSOAK BRAND
Registration Number:	3490596	EVERSOAK
Registration Number:	3331883	Q-CEL
Registration Number:	3234708	BRAVO
Registration Number:	3242941	OUTDOOR TOWELS
Registration Number:	3231702	
Registration Number:	3354469	BIG GRIP
Registration Number:	3399367	TOOL BOX
Registration Number:	3071803	WATERWEAVE
Registration Number:	2925585	PARKWAY
Registration Number:	2925586	MAYFAIR
Registration Number:	2329549	SELLARS

CORRESPONDENCE DATA**Fax Number:** 4142735198*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:** 4142733500**Email:** bgilpin@gklaw.com**Correspondent Name:** Brian G. Gilpin; Godfrey & Kahn, S.C.**Address Line 1:** 833 East Michigan Street, Suite 1800**Address Line 4:** Milwaukee, WISCONSIN 53202-5615**ATTORNEY DOCKET NUMBER:** 011472-0007**NAME OF SUBMITTER:** Brian G. Gilpin**SIGNATURE:** /Brian G. Gilpin/**DATE SIGNED:** 02/27/2020**Total Attachments: 28**

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NOTICE OF TRADEMARK SECURITY AGREEMENT
(FOR RECORDATION PURPOSES)

This Notice of Trademark Security Agreement, dated as of January 17, 2020, is made with regard to **SELLARS ABSORBENT MATERIALS, INC.**, a Wisconsin corporation (the "Pledgor") having an address for notice at 6565 North 60th Street, Milwaukee, WI 53223 and **THE HUNTINGTON NATIONAL BANK**, a national banking association ("Lender"), having an address for notice at 200 Public Square, 7th Floor, CM64, Cleveland, Ohio 44114.

R E C I T A L S :

Pledgor and Lender have entered into a Third Amended and Restated Credit and Security Agreement dated as of December 27, 2019 (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Lender may now or hereafter make certain loans or other financial accommodations to or for the account of Pledgor and its affiliates.

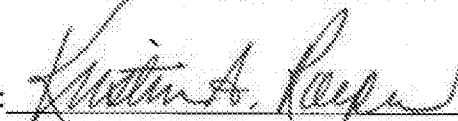
As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Lender has required the execution and delivery of an Amended and Restated Intellectual Property Security Agreement (the "IP Security Agreement") by the Pledgor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the IP Security Agreement, and herein, the undersigned gives notice as follows:

Pursuant to the terms of the IP Security Agreement dated December 27, 2019, Pledgor has granted a security interest in favor of the Lender in and with respect to the entire right, title, and interest of the Pledgor in the trademarks identified in the attached schedule (the "Trademarks"), together with the goodwill of the business symbolized by said Trademarks.

IN WITNESS WHEREOF, the undersigned has executed this Notice of Trademark Security Agreement as of the date written above.


GODFREY & KAHN, S.C. (as Counsel on behalf
of THE HUNTINGTON NATIONAL BANK)

By: 
Kristin A. Roeper, Attorney

STATE OF WISCONSIN)
)
COUNTY OF MILWAUKEE)


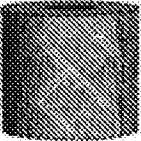





The foregoing instrument was acknowledged before me this 17th day of January, 2020, by Kristin A. Roeper, Attorney for THE HUNTINGTON NATIONAL BANK, on behalf of the association.


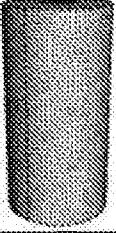











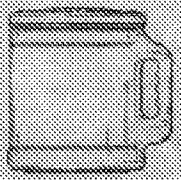

Notary Public, State of Wisconsin
My commission expires 12/31/2021

SCHEDULE

UNITED STATES TRADEMARKS

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
	US	88286286	01-FEB-2019	Pending
ONE FLUSH AT A TIME	US	87763425	20-JAN-2018	Pending
	US	5577585	02-OCT-2018	Registered
	US	5602541	06-NOV-2018	Registered
	US	5466330	08-MAY-2018	Registered
	US	5602542	06-NOV-2018	Registered
MAYFAIR	US	5416948	06-MAR-2018	Registered
	US	5416950	06-MAR-2018	Registered
BRAVO NATURALLY STRONG	US	5466295	08-MAY-2018	Registered
BRAVO ULTIMATE	US	5382612	16-JAN-2018	Registered
BRAVO NECESSITIES	US	5377019	09-JAN-2018	Registered
MAGIC DRAGON	US	5782210	18-JUN-2019	Registered
CLEAN-SAFE	US	5331174	07-NOV-2017	Registered
	US	5049929	27-SEP-2016	Registered

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
	US	5049922	27-SEP-2016	Registered
LINIQUE	US	5486997	05-JUN-2018	Registered
	US	5356738	12-DEC-2017	Registered
	US	4907160	01-MAR-2016	Registered
CLEAN-SAFE	US	4914608	08-MAR-2016	Registered
WE'RE THE POWER BEHIND YOUR BRAND	US	4704395	17-MAR-2015	Registered
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	US	4467858	14-JAN-2014	Registered
MAYFAIR	US	4452589	17-DEC-2013	Registered
SHOP TOUGH HAND SOAP	US	4512232	08-APR-2014	Registered
	US	4548549	10-JUN-2014	Registered
DURASOAK	US	4293494	19-FEB-2013	Registered
SELLARS SIDEKICK	US	4351338	11-JUN-2013	Registered
	US	4273450	08-JAN-2013	Registered
BRING YOUR TOOLBOX TO EVERY JOB	US	4373792	23-JUL-2013	Registered
	US	4273195	08-JAN-2013	Registered
	US	4286756	05-FEB-2013	Registered
DOUBLE-TAKE	US	4227238	16-OCT-2012	Registered
POWERMATCH	US	4272970	08-JAN-2013	Registered
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	US	4336376	14-MAY-2013	Registered
TOOL BOX	US	4027082	13-SEP-2011	Registered

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
	US	4027083	13-SEP-2011	Registered
	US	4036075	04-OCT-2011	Registered
CONSERVE-A-SIZE	US	4035971	04-OCT-2011	Registered
WORKS LIKE CLOTH AND IT'S GREEN!	US	4088558	17-JAN-2012	Registered
GREEN INNOVATION	US	3915201	01-FEB-2011	Registered
	US	3825964	27-JUL-2010	Registered
SAFE 2 FLUSH	US	3662138	28-JUL-2009	Registered
SELLARS	US	3635917	09-JUN-2009	Registered
	US	3486105	12-AUG-2008	Registered
EverSoak BRAND	US	3438387	27-MAY-2008	Registered
EVERSOAK	US	3490596	19-AUG-2008	Registered
Q-CEL	US	3331883	06-NOV-2007	Registered
BRAVO	US	3234708	24-APR-2007	Registered
Outdoor TOWELS	US	3242941	15-MAY-2007	Registered
	US	3231702	17-APR-2007	Registered
BIG GRIP	US	3354469	11-DEC-2007	Registered
TOOL BOX	US	3399367	18-MAR-2008	Registered
WATERWEAVE	US	3071803	21-MAR-2006	Registered
PARKWAY	US	2925585	08-FEB-2005	Registered
MAYFAIR	US	2925586	08-FEB-2005	Registered
SELLARS	US	2329549	14-MAR-2000	Registered

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is made as of the 27th day of December, 2019, by **SELLARS ABSORBENT MATERIALS, INC.**, a Wisconsin corporation ("Debtor"), and **THE HUNTINGTON NATIONAL BANK**, a national banking association, as Agent (in such capacity, "Secured Party").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Third Amended and Restated Credit and Security Agreement dated of even date herewith by and among Debtor and certain affiliates of Debtor (collectively, "Borrowers"), the Lenders (as defined therein) and Secured Party, as Agent for the Lenders (as supplemented, restated, amended, superseded or replaced from time to time, the "Credit Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. This Agreement amends and restates that certain Intellectual Property Security Agreement between Debtor and FirstMerit Bank, N.A. (predecessor to Secured Party prior to its merger with Secured Party) dated as of June 12, 2013 (the "Existing Intellectual Property Security Agreement"), which Existing Intellectual Property Security Agreement was entered into in connection with and as additional security for, that certain Second Amended and Restated Loan and Security Agreement dated June 12, 2013, as subsequently amended, between Borrowers, Secured Party, as Agent for the Lenders identified therein, and the Lenders (as defined therein) (the "Existing Credit Agreement").

C. Debtor owns and has adopted, used and is using (or has filed applications for the registration of) various patents, patent rights and patent applications (collectively, the "Patents"); copyrights and copyright applications (collectively, the "Copyrights"); trademarks, service marks, trade names, and trademark and service mark applications (collectively, "Trademarks"), and all such Patent, Copyright and Trademark registrations and applications are listed on Schedules A, B and C, respectively, attached hereto and made part hereof. (All such Patents, Copyrights and Trademarks, along with all associated goodwill and all rights to sue for past, present and future infringements and the proceeds thereof, including without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits, collectively are hereinafter referred to as the "Assets").

D. Pursuant to this Agreement, Secured Party is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Debtor associated therewith and represented thereby, as security for all of Borrowers' Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office, United States Copyright Office, or other relevant office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrowers' Obligations under the Loan Documents, Debtor grants a lien and security interest to Secured Party, for the benefit of Secured Party (as Agent for the Lenders) and each Lender, and for the benefit of their respective Affiliates, in all the Assets, now owned or hereinafter acquired. Debtor hereby authorizes Secured Party to file a copy of this Agreement in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to perfect the Secured Party's security interest in the Assets as set forth herein. Debtor hereby acknowledges, confirms and agrees that Secured Party, for the benefit of Secured Party (as Agent for Lenders), and Lenders shall continue to have a security interest in and lien upon Assets heretofore granted to Secured Party pursuant to the Existing Intellectual Property Security Agreement to secure the Obligations, as well as any collateral granted under this Agreement. The liens and security interests of Secured Party in the Assets shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such liens and security interests to Secured Party whether under the Existing Intellectual Property Security Agreement, this Agreement or any of the other Loan Documents.

2. Debtor hereby covenants and agrees to maintain the Assets in full force and effect (subject to the anything to the contrary contained in the Credit Agreement or any Loan Document) until all of the Obligations are indefeasibly paid and satisfied in full (other than inchoate indemnification obligations) and all Lenders' commitments have been terminated.

3. Debtor represents, warrants and covenants that:

(a) The Assets are subsisting and to Debtor's knowledge have not been adjudged invalid or unenforceable;

(b) To Debtor's knowledge, each of the Assets is valid and enforceable;

(c) Except as noted on the Schedules attached hereto, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and except as may otherwise be permitted under the Credit Agreement, each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Debtor not to sue third persons;

(d) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Except as may otherwise be permitted under the Credit Agreement, Debtor has complied with, and will continue for the duration of this Agreement to comply with, the

requirements set forth in 15 U.S.C. §1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101, et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) To Debtor's knowledge, each of the Assets listed on Schedule A, Schedule B and Schedule C constitute all of the United States registrations and applications now owned by Debtor. If, before all Obligations have been indefeasibly paid and satisfied in full and all Lenders' commitments have been terminated, Debtor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Secured Party's request, Debtor shall provide Secured Party and Secured Party's counsel with amended Schedules listing Debtor's Assets in form and substance reasonably satisfactory to Secured Party.

4. Debtor further covenants that until all of the Obligations have been indefeasibly paid and satisfied in full (other than inchoate indemnification obligations) and all Lenders' commitments have been terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Debtor's obligations under this Agreement (except as otherwise permitted under the Credit Agreement and the other Loan Document).

5. So long as an Event of Default has not occurred and is not continuing under the Credit Agreement, Debtor shall continue to have the exclusive right to use the Assets, and Secured Party shall not have the right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Debtor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Secured Party, other than in the ordinary course of business, which consent will not be unreasonably withheld or delayed or as otherwise permitted under the Credit Agreement and the other Loan Document.

7. Upon the occurrence and continuance of an Event of Default under the Credit Agreement, Debtor hereby covenants and agrees that Secured Party, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Wisconsin, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Upon and during the continuance of an Event of Default under the Credit Agreement, Debtor hereby authorizes and empowers Secured Party, its successors and assigns, and any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Debtor's true and lawful attorney-in-fact,

with the power to endorse Debtor's name on all applications, assignments, documents, papers and instruments necessary for Secured Party, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Debtor hereby authorizes Secured Party to file a copy of such trademark assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Secured Party's interest in the Assets as set forth herein. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney, as determined by a final, non-appealable judgment by a court of competent jurisdiction. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Secured Party shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents (other than inchoate indemnification obligations), Secured Party shall execute and deliver to Debtor all documents reasonably necessary to terminate Secured Party's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Secured Party's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement.

12. Subject to the terms of the Loan Documents, Debtor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations shall have been indefeasibly paid and satisfied in full (other than inchoate indemnification obligations), to preserve and maintain all rights in the Assets, and upon request of Secured Party, Debtor shall make federal application on registerable

but unregistered patents, trademarks, copyrights or licenses belonging to Debtor. Any expenses incurred in connection with such applications shall be borne by Debtor. Except as permitted by the terms of the Credit Agreement, Debtor shall not abandon any material Patent, Trademark or Copyright without the prior written consent of Secured Party.

13. Debtor shall have the right to bring suit in its own name to enforce the Assets, in which event Secured Party may, if Debtor reasonably deems it necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied, in its sole discretion, that Secured Party is not thereby incurring any risk of liability because of such joinder. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuance of an Event of Default under the Credit Agreement, Secured Party may, without any obligation to do so, complete any obligation of Debtor hereunder, in Debtor's name or in Secured Party's name, but at Debtor's expense, and Debtor hereby agrees to reimburse Secured Party in full for all costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Assets.

15. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising on the part of Secured Party any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Secured Party's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future agreements between Debtor and the Secured Party or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Wisconsin without regard to its otherwise applicable principles of conflicts of laws.


19. DEBTOR AND SECURED PARTY EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intellectual Property Security Agreement the day and year first above written.

THE HUNTINGTON NATIONAL BANK,
as Secured Party

SELLARS ABSORBENT MATERIALS,
INC., as Debtor

By: 
Name: Barry S. O'Neill
Title: Senior Vice President

By: _____
Name: _____
Title: _____

Signature Page to
Amended and Restated Intellectual Property Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Intellectual Property Security Agreement the day and year first above written.

THE HUNTINGTON NATIONAL BANK,
as Secured Party

SELLARS ABSORBENT MATERIALS,
INC., as Debtor

By: _____
Name: Barry J. Shetzer
Title: Assistant Vice President

By: _____
Name: Jeff Beine
Title: CFO

Signature Page to
Amended and Restated Intellectual Property Security Agreement


21574920.

TRADEMARK
REEL: 006876 FRAME: 0291

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :
STATE OF WISCONSIN : SS
COUNTY OF Milwaukee :

Acknowledged before me on this 19 of December, 2019, before me personally appeared Jeff Beine to me known and being duly sworn, deposes and says that he is the CFO of **SELLARS ABSORBENT MATERIALS, INC.**, a Wisconsin corporation, the Debtor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

My Commission Expires: JANUARY 26, 2023

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

Acknowledged before me on this _____ of December, 2019, before me personally appeared Barry J. Shetzer to me known and being duly sworn, deposes and says that he is an Assistant Vice President of **THE HUNTINGTON NATIONAL BANK**, a national banking association, the Secured Party described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such association; and he desires the same to be recorded as such.

Notary Public

My Commission Expires: _____

Signature Page to
Amended and Restated Intellectual Property Security Agreement

CORPORATE ACKNOWLEDGMENTS

UNITED STATES OF AMERICA :

STATE OF WISCONSIN : SS

COUNTY OF _____ :

Acknowledged before me on this _____ of December, 2019, before me personally appeared _____ to me known and being duly sworn, deposes and says that he is the _____ of **SELLARS ABSORBENT MATERIALS, INC.**, a Wisconsin corporation, the Debtor described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public

My Commission Expires: _____

UNITED STATES OF AMERICA :

STATE OF ILLINOIS : SS

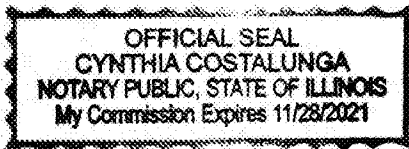
COUNTY OF COOK :

Acknowledged before me on this 26th of December, 2019, before me personally appeared Barry S. O'Neill to me known and being duly sworn, deposes and says that he is a Senior Vice President of **THE HUNTINGTON NATIONAL BANK**, a national banking association, the Secured Party described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such association; and he desires the same to be recorded as such.

Cynthia Costalunga

Notary Public

My Commission Expires: 11/28/2021



Signature Page to
Amended and Restated Intellectual Property Security Agreement

SCHEDULE A
PATENTS

TITLE	COUNTRY	APP NO./PATENT NO.	FILING DATE/ ISSUE DATE	STATUS	RECORD OWNER
FORMING HEAD WITH FEATURES TO PRODUCE A UNIFORM WEB OF FIBERS	US	11/296125 7627933	2005-12-07 2009-12-08	Issued	Sellars Absorbent Materials, Inc.
DISPENSIBLE ARTICLES AND METHODS OF MAKING THE SAME	US	14/255369 9121137	2014-04-17 2015-09-01	Issued	Sellars Absorbent Materials, Inc. Solenis Technologies, L.P.
ALL WEATHER ABSORBENT TOWEL DISPENSER	US	870329 7578414	2004-06-17 2009-08-25	Issued	Sellars Absorbent Materials, Inc.
TOWEL DISPENSING SYSTEMS INCLUDING A BRACKET AND WATER-RESISTANT CONTAINER WITH A HANDLE	US	14/754157 9968228	2015-06-29 2018-05-15	Issued	Sellars Absorbent Materials, Inc.
TOWEL ROLL PRODUCT WITH SUPPORTIVE, PROTECTIVE WRAPPER	US	738880 7533846	2007-04-23 2009-05-19	Issued	Sellars Absorbent Materials, Inc.
NON-WOVEN WEBS AND METHODS OF MANUFACTURING THE SAME	US	12/317610 8118177	2008-12-26 2012-02-21	Issued	Sellars Absorbent Materials, Inc.
ALL WEATHER ABSORBENT TOWEL DISPENSER	US	11/780044 7992745	2007-07-19 2011-08-09	Issued	Sellars Absorbent Materials, Inc.
INDUSTRIAL ABSORBENTS AND METHODS OF MANUFACTURING THE SAME	US	11/538746 8318062	2006-10-04 2012-11-27	Issued	Sellars Absorbent Materials, Inc.

Schedule A- Amended and Restated Intellectual Property Security Agreement

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TITLE	COUNTRY	APP NO./PATENT NO.	FILING DATE/ISSUE DATE	STATUS	RECORD OWNER
TOWEL DISPENSING SYSTEM INCLUDING A BRACKET AND WATER-RESISTANT CONTAINER WITH A HANDLE	US	15/946303 10342396	2018-04-05 2019-07-09	Issued	Sellars Absorbent Materials, Inc.
INDUSTRIAL ABSORBENTS AND METHODS OF MANUFACTURING THE SAME	US	13/679846 8973762	2012-11-16 2015-03-10	Issued	Sellars Absorbent Materials, Inc.
DISPOSABLE WIPERS AND TOWELS CONTAINING 100% RECYCLED FIBERS	US	13/796463 8916025	2013-03-12 2014-12-23	Issued	Sellars Absorbent Materials, Inc.
ABSORBENT WIPE HAVING BONDING MATERIAL LOGO	US	10/133262 6966971	2002-04-26 2005-11-22	Issued	Sellars Absorbent Materials, Inc.
ABSORBENT LAMINATED MATERIAL	US	16/015893 20180338662	2018-06-22 2018-11-29	Published	Sellars Absorbent Materials, Inc.
DISPOSABLE WIPERS AND TOWELS CONTAINING 40% OR MORE POST-CONSUMER WASTE	US	414402 20100243186 8282777	2009-03-30 2010-09-30 2012-10-09	Issued	Sellars Absorbent Materials, Inc.
TOWEL DISPENSING SYSTEM INCLUDING A BRACKET AND WATER-RESISTANT CONTAINER WITH A HANDLE	US	16/506213 20190328186	2019-07-09 2019-10-31	Published	Sellars Absorbent Materials, Inc.
TOWEL DISPENSER	US	D522780	2006-06-13	Issued	Sellars Absorbent Materials, Inc.
SPRAY BOTTLE PACKAGING	US	D540183	2007-04-10	Issued	Sellars Absorbent Materials, Inc.
PRODUCT DISPLAY TRAY	US	D559595	2008-01-15	Issued	Sellars Absorbent Materials, Inc.
PRODUCT DISPLAY PACKAGING	US	D546703	2007-07-17	Issued	Sellars Absorbent Materials, Inc.
TOWEL DISPENSER	US	D504794	2005-05-10	Issued	Sellars Absorbent Materials, Inc.

Schedule A- Amended and Restated Intellectual Property Security Agreement

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TITLE	COUNTRY	APP NO./PATENT NO.	FILING DATE/ ISSUE DATE	STATUS	RECORD OWNER
TOWEL DISPENSING SYSTEM INCLUDING A BRACKET AND WATER-RESISTANT CONTAINER WITH A HANDLE	US	14/754157 9968228	2015-06-29 2018-05-15	Issued	Sellars Absorbent Materials, Inc.
METHOD OF MANUFACTURING DISPOSABLE WIPERS AND TOWELS CONTAINING 40% OR MORE POST-CONSUMER WASTE	US	13/449667 8414737	2012-04-18 2013-04-09	Issued	Sellars Absorbent Materials, Inc.
TOWELING DISPENSER	US	D529400	2006-10-03	Issued	Sellars Absorbent Materials, Inc.
PRODUCT DISPLAY PACKAGING	US	D531516	2006-11-07	Issued	Sellars Absorbent Materials, Inc.
PRODUCT DISPLAY PACKAGING	US	D534810	2007-01-09	Issued	Sellars Absorbent Materials, Inc.

Schedule A- Amended and Restated Intellectual Property Security Agreement

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SCHEDULE B

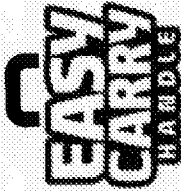

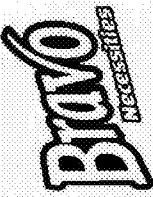
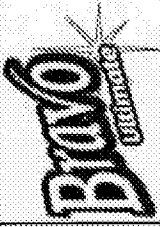
COPYRIGHTS

TITLE	REG. NO.	REG. DATE	RECORD OWNER
SELLARS #2: FIBER PROCESSING SYSTEM	VAu001065768	2011-06-03	Sellars Absorbent Materials Nature Tech, LLC
FIBER PROCESSING SYSTEM - SELLARS #2	VAu000757564	2011-07-05	Sellars Absorbent Materials, Inc. Nature Tech, LLC
PUNCH OUT	VA0001965810	2013-03-27	Sellars Absorbent Materials, Inc. Wisconsin Note Investors, LLC

Schedule B- Amended and Restated Intellectual Property Security Agreement

SCHEDULE C




TRADEMARKS



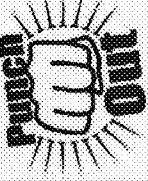
MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
 ONE FLUSH AT A TIME	US	88286286	01-FEB-2019	Pending	Sellars Absorbent Materials, Inc.
	US	87763425	20-JAN-2018	Pending	Sellars Absorbent Materials, Inc.
	US	5577585	02-OCT-2018	Registered	Sellars Absorbent Materials, Inc.
	US	5602541	06-NOV-2018	Registered	Sellars Absorbent Materials, Inc.
	US	5466330	08-MAY-2018	Registered	Sellars Absorbent Materials, Inc.

Schedule C- Amended and Restated Intellectual Property Security Agreement

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Schedule C - Amended and Restated Intellectual Prop

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	DA
	US	5602542	06-
MAYFAIR	US	5416948	06-
	US	5416950	06-
BRAVO NATURALLY STRONG	US	5466295	08-
BRAVO ULTIMATE	US	5382612	16-
BRAVO NECESSITIES	US	5377019	09-
MAGIC DRAGON	US	5782210	18-
CLEAN-SAFE	US	5331174	07-
	US	5049929	27-


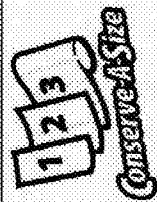
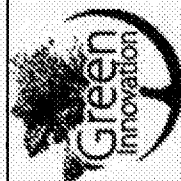
MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
	US	5049922	27-SEP-2016	Registered	Sellars Absorbent Materials, Inc.
	US	5486997	05-JUN-2018	Registered	Sellars Absorbent Materials, Inc.
	US	5356738	12-DEC-2017	Registered	Sellars Absorbent Materials, Inc.
CLEAN-SAFE	US	4907160	01-MAR-2016	Registered	Sellars Absorbent Materials, Inc.
WE'RE THE POWER BEHIND YOUR BRAND	US	4914608	08-MAR-2016	Registered	Sellars Absorbent Materials, Inc.
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	US	4704395	17-MAR-2015	Registered	Sellars Absorbent Materials, Inc.
MAYFAIR	US	4467858	14-JAN-2014	Registered	Sellars Absorbent Materials, Inc.
SHOP TOUGH HAND SOAP	US	4452589	17-DEC-2013	Registered	Sellars Absorbent Materials, Inc.
	US	4512232	08-APR-2014	Registered	Sellars Absorbent Materials, Inc.

Schedule C - Amended and Restated Intellectual Property Security Agreement

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MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
	US	4548549	10-JUN-2014	Registered	Sellars Absorbent Materials, Inc.
DURASOAK	US	4293494	19-FEB-2013	Registered	Sellars Absorbent Materials, Inc.
SELLARS SIDEKICK	US	4351338	11-JUN-2013	Registered	Sellars Absorbent Materials, Inc.
	US	4273450	08-JAN-2013	Registered	Sellars Absorbent Materials, Inc.
BRING YOUR TOOLBOX TO EVERY JOB	US	4373792	23-JUL-2013	Registered	Sellars Absorbent Materials, Inc.
	US	4273195	08-JAN-2013	Registered	Sellars Absorbent Materials, Inc.
	US	4286756	05-FEB-2013	Registered	Sellars Absorbent Materials, Inc.
DOUBLE-TAKE	US	4227238	16-OCT-2012	Registered	Sellars Absorbent Materials, Inc.
POWERMATCH	US	4272970	08-JAN-2013	Registered	Sellars Absorbent Materials, Inc.
THE NATURAL CHOICE FOR ALL YOUR WIPING AND SPILL CONTROL NEEDS	US	4336376	14-MAY-2013	Registered	Sellars Absorbent Materials, Inc.

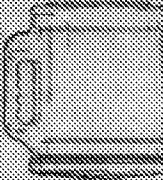
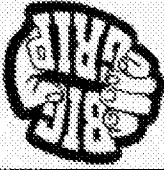
Schedule C- Amended and Restated Intellectual Property Security Agreement

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
TOOL BOX	US	4027082	13-SEP-2011	Registered	Sellars Absorbent Materials, Inc.
	US	4027083	13-SEP-2011	Registered	Sellars Absorbent Materials, Inc.
	US	4036075	04-OCT-2011	Registered	Sellars Absorbent Materials, Inc.
CONSERVE-A-SIZE	US	4035971	04-OCT-2011	Registered	Sellars Absorbent Materials, Inc.
WORKS LIKE CLOTH AND IT'S GREEN!	US	4088558	17-JAN-2012	Registered	Sellars Absorbent Materials, Inc.
GREEN INNOVATION	US	3915201	01-FEB-2011	Registered	Sellars Absorbent Materials, Inc.
	US	3825964	27-JUL-2010	Registered	Sellars Absorbent Materials, Inc.
SAFE 2 FLUSH	US	3662138	28-JUL-2009	Registered	Sellars Absorbent Materials, Inc.
SELLARS	US	3635917	09-JUN-2009	Registered	Sellars Absorbent Materials, Inc.

Schedule C- Amended and Restated Intellectual Property Security Agreement

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WATERWEAVE
TOOL BOX
BIG GRIP

Outdoor TOWELS
BRAVO
Q-CEL
EVERSOAK
EVERSO 1984

M

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
PARKWAY	US	2925585	08-FEB-2005	Registered	Sellars Absorbent Materials, Inc.
MAYFAIR	US	2925586	08-FEB-2005	Registered	Sellars Absorbent Materials, Inc.
SELLARS	US	2329549	14-MAR-2000	Registered	Sellars Absorbent Materials, Inc.

Schedule C- Amended and Restated Intellectual Property Security Agreement

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EXHIBIT 1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES ASSIGNMENT

WHEREAS, _____ (“Grantor”) is the registered owner of the patents, patent rights, and patent applications, trademarks, service marks, trade names, service trademark applications and service trade names, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office, United States Copyright Office, or other appropriately empowered officials of foreign countries, respectively; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed as of the _____ day of _____, 20_____.

By: _____
Attorney-in-fact

Witness:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this _____ day of _____ 20____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ and s/he acknowledged to me that s/he executed the foregoing Intellectual Property Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

POWER OF ATTORNEY

Upon the occurrence and during the continuance of an Event of Default, **SELLARS ABSORBENT MATERIALS, INC.**, a Wisconsin corporation ("Grantor"), hereby authorizes **THE HUNTINGTON NATIONAL BANK**, a national banking association, as Secured Party ("Grantee"), as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Amended and Restated Intellectual Property Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to use the Assets (as defined in the Patent Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Patent Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Third Amended and Restated Credit and Security Agreement dated December 27, 2019, among Grantor, certain affiliates of Grantor and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Upon the occurrence and during the continuance of an Event of Default, Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Patent Agreement.

Upon the occurrence and during the continuance of an Event of Default, this Power of Attorney shall be irrevocable for the life of the Patent Agreement.

[SIGNATURE PAGE FOLLOWS]

21574920.5

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal,
this _____ day of December, 2019.

**SELLARS ABSORBENT MATERIALS,
INC., a Wisconsin corporation**

By: _____
Name: _____
Title: _____

UNITED STATES OF AMERICA :
STATE OF WISCONSIN : SS
COUNTY OF _____ :

Acknowledged before me on this _____ of December, 2019, before me personally
appeared _____ to me known and being duly sworn, deposes and says that
he is the _____ of Sellars Absorbent Materials, Inc., a Wisconsin corporation, the
Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney as
such officer pursuant to the authority vested in him by law; that the within Power of Attorney is
the voluntary act of such corporation; and he desires the same to be recorded as such.

Notary Public
My Commission Expires: _____

Signature Page to
Power of Attorney – Amended and Restated Intellectual Property Security Agreement

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