

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
FNA IP Holdings, Inc.		01/24/2013	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
Property Type	Number	Word Mark	
Registration Number:	3986408	ELECTRIC CLEAN MACHINE	
Registration Number:	3986409	POWERWASHER ELECTRIC CLEAN MACHINE	
Registration Number:	3958769	CLEAN MACHINE	
Registration Number:	3946429	POWERBOOST	
Registration Number:	3990162	WATER SHOTGUN	
Registration Number:	4089216	POWERSWIVEL	
Registration Number:	4107938		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		

Address Line 4: Chicago, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	4106530
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	01/28/2013
<b>Total Attachments: 5</b> source=3325753#page1.tif source=3325753#page2.tif source=3325753#page3.tif source=3325753#page4.tif source=3325753#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 24th day of January, 2013, FNA IP Holdings, Inc., an Illinois corporation ("*FNA IP*") with its principal place of business and mailing address at 1825 Greenleaf Avenue, Elk Grove Village, Illinois 60007, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association, as administrative agent for the Secured Creditors (as defined in the Security Agreement, as defined below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Agent*"), and grants to Agent 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 FNA IP 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 Borrowers (as defined below) as set out in that certain Security Agreement dated as of July 31, 2009 among FNA Group, Inc., an Illinois corporation ("*FNA Group*"), FNA Real Estate Holdings, Inc., an Illinois corporation ("*FNA RE*"), and FNA IP (FNA Group, FNA RE, FNA IP, being hereinafter referred to collectively as "*Borrowers*"), FNA Holdings, Inc., the parent, and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). Capitalized terms used herein that are defined in the Security Agreement and not otherwise defined herein shall have the respective meanings set forth in 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 Secured Creditors of any applications by FNA IP for a trademark or trademark application 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 FNA IP'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 Secured Creditors 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.

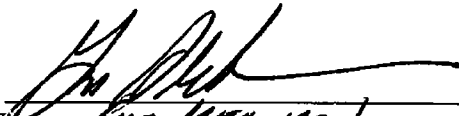
This Trademark Collateral Agreement evidences a security interest and shall not operate as a sale, transfer, conveyance or other assignment to the Secured Creditors of the FNA IP's ownership interest in any of the trademarks, trademark registrations or trademark applications listed in Schedule A, except as a result of the Agent's exercise of any rights and remedies during the existence of an Event of Default. Until and unless Secured Creditors acquire ownership of the trademarks, trademark registrations or trademark applications listed on Schedule A as a result of the exercise of any such rights and remedies, FNA IP retains the ownership rights, the rights to use the marks and the rights to maintain and renew the trademarks, trademark registrations or trademark applications listed in Schedule A. The security interest granted hereunder shall be released at the expense and request of FNA IP upon payment in full of the Secured Obligations concurrently with the release of the security interests granted under the Security Agreement.

Borrowers do hereby further acknowledge and affirm that the rights and remedies of Secured Creditors 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.

[SIGNATURE PAGE TO FOLLOW]

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

FNA IP HOLDINGS, INC.

By   
Name Eric Haggman  
Title President

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

BMO HARRIS BANK N.A., as Administrative  
Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement]

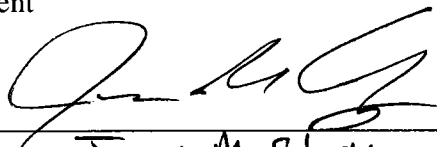
IN WITNESS WHEREOF, FNA IP has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FNA IP HOLDINGS, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

BMO HARRIS BANK N.A., as Administrative  
Agent

By  \_\_\_\_\_  
Name Jason M. Clary  
Title Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**U.S. TRADEMARK NUMBERS  
AND U.S. TRADEMARK APPLICATION NUMBERS**

U.S. TRADEMARK NUMBER	TITLE OF TRADEMARK	DATE ISSUED
3986408	Electronic Clean Machine	June 28, 2011
3986409	Powerwasher Electric Clean Machine	June 28, 2011
3958769	Clean Machine	May 10, 2011
3946429	Powerboost	April 12, 2011
3990162	Water Shotgun	July 5, 2011
4089216	Powerswivel	January 17, 2012
4107938	(Oval-Shaped Design)	March 6, 2012