

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3299714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FORT WAYNE PLASTICS, INC.	04/07/2015
RECEIVING PARTY DATA	
Name:	BMO HARRIS BANK N.A.
Street Address:	111 WEST MONROE
Internal Address:	FLOOR 20 EAST
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5575239
Patent Number:	D366541
Patent Number:	5375860
CORRESPONDENCE DATA	
Fax Number:	(314)612-7874
<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:	3144447600
Email:	tbranson@lewisrice.com
Correspondent Name:	TERRI BRANSON
Address Line 1:	600 WASHINGTON AVE., SUITE 2500
Address Line 2:	LEWIS RICE LLC
Address Line 4:	ST. LOUIS, MISSOURI 63101
ATTORNEY DOCKET NUMBER:	107218.60368
NAME OF SUBMITTER:	TERRI BRANSON
SIGNATURE:	/Terri Branson/
DATE SIGNED:	04/07/2015
Total Attachments: 4	
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), is dated as of April 7, 2015, and is by Fort Wayne Plastics, Inc., an Indiana corporation ("Grantor"), in favor of BMO Harris Bank N.A. ("Lender").

RECITALS

A. Grantor, Katy Industries, Inc., a Delaware corporation, 2155735 Ontario Inc., an Ontario corporation, and CCP Canada Inc., an Ontario corporation, FTW Holdings, Inc., a Delaware corporation, Continental Commercial Products, LLC, a Delaware limited liability company, and Lender have entered into a Credit and Security Agreement dated as of February 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the Credit Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired patents, patent applications, and patent 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, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's 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 patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, reexamination certificates, continuations, continuations-in-part, divisionals, or extensions thereof, and all goodwill associated therewith;
- (2) each patents license, including, without limitation, each patents 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 Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1, any patent issued pursuant to a patent application referred to in Schedule 1 and any patent licensed under any patent license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Patent Collateral").

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Patent 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]

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

Fort Wayne Plastics, Inc.

By: _____
James W. Shaffer
Chief Financial Officer

Acknowledged:

BMO Harris Bank N.A.

By: _____
Jason H. Hodel
Director

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT
OF FORT WAYNE PLASTICS, INC.

PATENT
REEL: 035346 FRAME: 0456

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Title	Patent/ Publication Number	Issue Date	Country/ State
Indoor/Outdoor Animal Housing	Patent #5575239	11/19/1996	U.S.
Doghouse	Patent #D366541	1/23/1996	U.S.
Recycling Cart	Patent #5375860	12/27/1994	U.S.