

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Continental Commercial Products, LLC		05/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
Katy Industries, Inc.		05/26/2010	CORPORATION: DELAWARE
Glit/Gemtex, Ltd.		05/26/2010	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 91**

Property Type	Number	Word Mark
Registration Number:	203724	BAB-O
Registration Number:	1443264	BACTOGUARD
Registration Number:	717303	BIG BOSS
Registration Number:	2300432	BIG BOSS II
Registration Number:	2428255	BLUE ICE
Registration Number:	141498	BRILLO
Registration Number:	371687	BRILLO
Registration Number:	866593	BRILLO
Registration Number:	1919797	BRILLO
Registration Number:	3558279	BRITE PREP
Registration Number:	1879232	BRUSHWORX

CH \$2290.00 203724

**900164578**

**TRADEMARK  
 REEL: 004224 FRAME: 0314**

Registration Number:	1505971	BUCKAROO
Registration Number:	1879233	CLEAN SWEEP
Registration Number:	3162242	COCOPAD
Registration Number:	3083814	COLOSSUS
Registration Number:	1822425	CONTICO
Registration Number:	1428387	CONTICO
Registration Number:	1465180	CONTINENTAL
Registration Number:	3265467	CONTINENTAL COMMERCIAL PRODUCTS
Registration Number:	2798098	CONTINENTAL DESIGNS
Registration Number:	3115269	CONTOUR
Registration Number:	2134746	CONTOUR
Registration Number:	2904064	DERMA-TEK
Registration Number:	1366141	DISCO
Registration Number:	2019675	EARTH MOP
Registration Number:	3314301	ERGO WORX
Registration Number:	3314308	ERGO WORX
Registration Number:	3148509	FIBER NATURALS
Registration Number:	2165154	FIBER NATURALS
Registration Number:	2521997	FILTER BRITE
Registration Number:	1281153	FRESHWAY
Registration Number:	1224875	GEMTEX
Registration Number:	3287069	GEMTEX ABRASIVES
Registration Number:	1054739	GLIT
Registration Number:	2036905	GLIT
Registration Number:	1488049	GLIT
Registration Number:	2779728	GLIT/MICROTRON
Registration Number:	2305569	GRILBRIK
Registration Number:	2249703	GRILBRIK
Registration Number:	1663466	HANNAH'S HELPER
Registration Number:	1359265	HANNAH'S HELPER
Registration Number:	1696143	HMP
Registration Number:	3639582	HUSKEE
Registration Number:	3681263	IT'S NOT ENOUGH JUST TO MAKE BETTER PRODUCTS. WE'RE FINDING WAYS TO MAKE BETTER PRODUCTS...BETTER

Registration Number:	1356258	JACKEROO
Registration Number:	2068036	JEAN CLEAN
Registration Number:	1505970	JOEY
Registration Number:	2313327	KATYDID
Registration Number:	120022	KING KOTTEN
Registration Number:	3422068	KING COTTON
Registration Number:	3194179	KING KAN
Registration Number:	3438129	KLEEN AIRE
Registration Number:	1371339	KLEENFAST
Registration Number:	1129108	KURLY KATE
Registration Number:	2337173	LOREN
Registration Number:	2337374	LOREN
Registration Number:	1807596	MAGIC MOP
Registration Number:	1830672	MICROTRON ABRASIVES
Registration Number:	1863438	MICROTRON ABRASIVES, INC.
Registration Number:	2387165	
Registration Number:	50697	OLD DUTCH CLEANSER CHASES DIRT MAKES EVERYTHING "SPICK AND SPAN"
Registration Number:	1916512	P/E PLUS
Registration Number:	890740	PINOSAN
Registration Number:	1953922	PRO DUST H2O
Registration Number:	3681262	PROTECT PRESERVE CONSERVE
Registration Number:	1659583	ROTOTECH
Registration Number:	1938783	SAFIRE
Registration Number:	3270672	SCUFF BALL
Registration Number:	1316359	STRUCTOLENE
Registration Number:	3227484	SUPERKAN
Registration Number:	2095951	TIE-FREE
Registration Number:	3217600	TILT-N-WHEEL
Registration Number:	1654164	TRADESMAN
Registration Number:	2880099	TRAPMASTER
Registration Number:	430422	TREND
Registration Number:	626011	TREND
Registration Number:	1540117	TRIM-KUT
Registration Number:	1547408	TUFFBIN

Registration Number:	3187448	UNIBODY
Registration Number:	1136556	VANQUISH
Registration Number:	2198979	WALNUTPAD
Registration Number:	3255485	WAX-O-MATIC
Registration Number:	3119457	WILEN
Registration Number:	2022049	WORK BIN
Registration Number:	2461110	STRIP AWAY
Registration Number:	2026516	AIRJET
Registration Number:	2023456	GC BOND
Registration Number:	2548646	GC SWITCH
Registration Number:	2474956	WALDOM
Serial Number:	77811900	BUSINESS MADE EASY
Serial Number:	77908827	LIQUI-GRILL

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	414218
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/14/2010

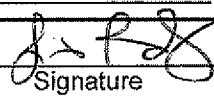
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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b>                  CONTINENTAL COMMERCIAL PRODUCTS, LLC                  KATY INDUSTRIES, INC.                  GLIT/GEMTEX, LTD.                  305 ROCK INDUSTRIAL PARK DRIVE                  BRIDGETON, MO 63044</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: <u>DE, ONTARIO</u>  <input type="checkbox"/> Other _____             </p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes                  Additional names, addresses, or citizenship attached?      <input checked="" type="checkbox"/> No</p> <p>Name: <u>PNC BANK, NATIONAL ASSOCIATION</u></p> <p>Internal _____</p> <p>Address: <u>COMMERCIAL LOAN SERVICE CENTER/DCC</u></p> <p>Street Address: <u>500 FIRST AVENUE</u></p> <p>City: <u>PITTSBURGH</u></p> <p>State: <u>PA</u></p> <p>Country: _____ Zip: <u>15219</u></p> <p> <input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship <u>IL</u>  <input checked="" type="checkbox"/> Other <u>NA</u>      Citizenship <u>PA</u> </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance )/Execution Date(s) :</b></p> <p>Execution Date(s) <u>05/26/2010</u></p> <p> <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____             </p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) _____</p> <p>SEE SCHEDULE</p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Corporation Service Company</u></p> <p>Internal Address: <u>Suite 210</u></p> <p>Street Address: <u>1180 Avenue of the Americas</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u>                      Zip: <u>10036</u></p> <p>Phone Number: <u>212-299-5600</u></p> <p>Fax Number: <u>212-299-5656</u></p> <p>Email Address: _____ ORDER# 414218</p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 5px; font-size: 1.2em;">96</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed             </p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
<p><b>9. Signature:</b> _____ <span style="float: right;">06/10/2010</span></p> <p style="text-align: center;"> Signature</p> <p style="text-align: center;">Date</p> <p style="text-align: center;">_____ LUIS RODRIGUEZ Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 5px; font-size: 1.2em;">49</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of this 26th day of May, 2010 by CONTINENTAL COMMERCIAL PRODUCTS, LLC, a limited liability company formed under the laws of the State of Delaware ("Continental"), GLIT/GEMTEX, LTD., a corporation organized under the laws of the Province of Ontario ("Glit/Gemtex", and together with Continental, the "Borrowers") and KATY INDUSTRIES, INC., a corporation organized under the laws of the State of Delaware ("Katy", and together with Borrowers, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders:

### WITNESSETH

WHEREAS, this Agreement is being executed contemporaneously with (i) that certain Revolving Credit, Term Loan and Security Agreement by and among Grantors, Agent and the financial institutions party thereto from time to time as lenders (the "Domestic Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or otherwise modified from time to time, the "Domestic Loan Agreement") and (ii) that certain Export-Import Revolving Credit and Security Agreement by and among Continental, Katy, Agent and the financial institutions party thereto from time to time as lenders (the "Ex-Im Lenders", together with the Domestic Lenders, the "Lenders") dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Ex-Im Loan Agreement", together with the Domestic Loan Agreement, the "Loan Agreement"), under which Borrowers are granting Agent a lien on and security interest in substantially all of the assets of Borrowers, including without limitation those assets associated with or relating to products leased or sold or services provided under all of Borrowers' now or hereafter existing or acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein;

WHEREAS, one or more Grantors have adopted, used and are using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); and copyrights and copyright applications (collectively, the "Copyrights"); each as listed on Schedule A attached hereto and made part hereof (or on any amended Schedule A provided pursuant to Section 4(f) hereof), and all goodwill associated with and represented by any of the foregoing ("Goodwill") (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets");

WHEREAS, pursuant to the Loan Agreement and this Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registrations thereof as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document

identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively, or Canadian Intellectual Property Office (as applicable).

NOW, THEREFORE, 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. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the applicable Loan Agreement.

2. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, as defined in each Loan Agreement, each of the Grantors grants a lien and security interest to Agent in all of its present and future right, title and interest in and to the Assets owned by such Grantor or in which it has an interest, and the registrations thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits. Notwithstanding the foregoing, the grant by the Grantors of security in trade-marks (as defined in the *Trade-marks Act* (Canada)) under this Agreement and the other documents shall be limited to a grant by the Grantors of a security interest in all of their right, title and interest in such trade-marks.

3. Each of the Grantors hereby covenants and agree to maintain the Assets owned by such Grantor or in which it has an interest, in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated.

4. Each of the Grantors represents, warrants and covenants that:

a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

b) Each of the Assets is valid and enforceable;

c) Each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets owned by such Grantor or in which it has an interest, as described on **Schedule A**, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by each Grantor not to sue third persons;

d) Grantors have the unqualified right, power and authority to enter into this Agreement and perform its terms;

e) Grantors have complied with, and will continue for the duration of this Agreement to comply with, in all material respects, 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, domestic or foreign, in connection with its use of the Assets; and

f) Each of the Assets listed on Schedule A constitute all of the registered Assets, and all applications for any of the foregoing, now owned by the applicable Grantor. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Grantors shall (i) become the owner of or acquire rights including the rights of registration with respect to any new registered patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) become entitled to the benefit of any registered patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, 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" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Each Grantor shall give Agent written notice of the acquisition by such Grantor of any such new Assets, which are registered with the United States Patent and Trademark Office, United States Copyright Office or the Canadian Intellectual Property Office (as applicable), along with an amended Schedule A listing such new Assets promptly (but in no event later than thirty (30) Business Days) following the acquisition of any such new Assets.

5. Each Grantor further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with each Grantor's obligations under this Agreement and the Loan Agreement.

6. So long as no Event of Default has occurred and is continuing under the Loan Agreement, each Grantor shall continue to have the exclusive right to use the Assets and Agent shall have no 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.

7. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets.

8. Licenses and License Rights.

a) Schedule B attached hereto and made part hereof set forth the information concerning all licenses pursuant to which each Grantor has the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications (all of such licenses, the "Licenses" and all of such rights, the "License Rights"). The information set forth on Schedule B hereto includes the title and date of each such License, the name and address of the grantor/licensor and the name/title/description of the applicable

patent, trademark or copyright (and/or patent, trademark or copyright application) and the registration number and date of such patent, trademark, copyright or application. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Grantor grants a lien and security interest to Agent in all of its present and future right, title and interest in and to the Licenses and the License Rights, to the extent that such a grant does not violate the terms and provisions of the applicable License. Each Grantor covenants and agrees that, upon the reasonable request of Agent, the Grantor shall use all commercially reasonable efforts to obtain the consent of the applicable grantor/licensor under any of the Licenses to either (x) the grant of a lien and security interest by the Grantor to Agent in all of its present and future right, title and interest in and to the applicable License and License Rights (to the extent that the consent of such grantor/licensor is required in connection with such a grant under the terms and provisions of the applicable License) and/or (y) the recordation by Agent of its lien and security interest in the Grantor's right, title and interest in and to the applicable License and License Rights in the United States Patent and Trademark Office and United States Copyright Office and the Canadian Intellectual Property Office (as applicable). To the extent that a valid lien and security interest in and to Grantors' right, title and interest in and to any Licenses and related License Rights is created under the provisions of this section (either because the creation of such a lien and security interest under this section would not violate the terms and provisions of the applicable License and/or because all consents of the relevant grantor/licensor required under the terms and provisions of the applicable License have been obtained), all such Licenses and related License Rights shall constitute part of the "Assets" hereunder.

b) If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, each Grantor shall become a party to any new licenses pursuant to which the Grantor will have the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications, each Grantor shall give Agent written notice of the acquisition by the Grantor of any such new license and related license rights along with an amended **Schedule B** listing such new licenses and related license rights promptly (but in no event later than thirty (30) Business Days) following the acquisition of any such new licenses and related license rights. All such newly acquired licenses and related rights shall immediately constitute "Licenses" and "License Rights" hereunder. To the extent that either the grant of a lien and security interest in all of each Grantor's right, title in such new Licenses and related License Rights shall not violate the provisions of the applicable License and/or all consents of the applicable grantor/licensor required under the terms and provision of the applicable new License have been obtained, then all of such new Licenses and related License Rights shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Grantors covenant and agree that the provisions of the third sentence of paragraph (a) immediately above shall apply to all such future acquired Licenses and License Rights.

9. If and while an Event of Default has occurred and is continuing under the Loan Agreement, Grantors hereby covenant and agree that Agent, as the holder of a security interest under the Uniform Commercial Code and the PPSA may take such actions permitted under the Loan Agreement and the Other Documents (including, without limitation, appointing a Receiver in accordance with the terms of the Loan Agreement) or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During such time as an Event of Default shall have occurred and be continuing, Grantors hereby authorize and empower Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Grantors' true and lawful attorney-in-fact, with the power to endorse Grantors' name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else (provided that, in the case of any Assets consisting of Licenses and/or License Rights, Grantors would have had the right to so grant a license in the License or License Rights), or necessary for Agent 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 or a patent assignment in the form attached hereto as Exhibit 2. Grantors hereby ratify 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. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated. Grantors agree that while an Event of Default has occurred and is continuing under the Loan Agreement, Grantors shall be deemed to have granted a non-exclusive license to Agent to use the Assets in the exercise by Agent or its rights as a secured creditor with respect to Grantors' tangible property and the use by Agent of all Assets pursuant to such deemed license shall be without any liability for royalties or other related charges from Agent to Grantors.

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

11. All rights and remedies herein granted to Agent 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 Agreement, the language of the Loan Agreement shall control.

12. Upon Grantors' performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations (and the termination of the Loan Agreement and the Revolving Credit Commitments and Term Credit Commitments, Agent shall execute and deliver to Grantors all documents reasonably necessary to record or register the termination of Agent's security interest in the Assets.

13. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent 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 this or any other 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, 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 Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantors on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

14. Subject to the terms of the Loan Agreement, Grantors shall have the duty to prosecute diligently any trademark or patent application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Grantors shall make federal application on registrable but unregistered patents, trademarks, or copyrights belonging to Grantors. Any expenses incurred in connection with such applications shall be borne by Grantors. Grantors shall not abandon any Patent, Trademark or Copyright.

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

16. After the occurrence and during the continuance of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Grantors hereunder, in Grantors' name or in Agent's name, but at Grantors' expense, and Grantors hereby agree to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

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

18. 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.

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

20. This Agreement, and all matters relating hereto and arising herefrom, shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York, without regard to New York's otherwise applicable principles of conflicts of laws; provided, however, that those provisions of this Agreement which grant or purport to create a security interest in Assets in which Glit/Gemtex has rights or which deal with the enforcement of any rights or remedies against such Assets shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, to the extent that the validity, perfection and effect of perfection or non-perfection of a security interest in such Assets is governed by the laws of the Province of Ontario.

21. Any judicial proceeding brought by or against Grantors with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Grantors accept for themselves and in connection with their properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement. Grantors hereby waive personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Grantors at their address set forth above and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Agent's option, by service upon Grantors. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Grantors the courts of any other jurisdiction. Grantors waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Grantors against Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

22. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS

WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

23. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one fully completed fully executed document. Signatures by facsimile or by electronic "pdf" transmission shall bind the parties hereto.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

CONTINENTAL COMMERCIAL PRODUCTS,  
LLC

By: James W. Shaffer  
Name: JAMES W. SHAFER  
Title: VICE PRESIDENT & CFO

GLIT/GEMTEX, LTD.

By: James W. Shaffer  
Name: JAMES W. SHAFER  
Title: VICE PRESIDENT & CFO

KATY INDUSTRIES, INC.

By: James W. Shaffer  
Name: JAMES W. SHAFER  
Title: VICE PRES. DENT & CFO

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

CONTINENTAL COMMERCIAL PRODUCTS,  
LLC

By: [Signature]  
Name: Brian Nichols  
Title: Asst. Sec.

GLIT/GEMTEX, LTD.

By: [Signature]  
Name: Brian Nichols  
Title: Asst. Sec.

KATY INDUSTRIES, INC.

By: [Signature]  
Name: Brian Nichols  
Title: Asst. Sec.

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: [Signature]  
Name: Basem Pharaa  
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Missouri : S.S.  
COUNTY OF St. Charles :

On this \_\_\_ of May, 2010, before me personally appeared James W. Shaffer me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Continental Commercial Products, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

DEBRALEE EDGAR  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: Sep. 28, 2012  
COMMISSION #08640036

Debralee Edgar  
Notary Public  
My Commission Expires: Sept. 28, 2012

UNITED STATES OF AMERICA :  
STATE OF Missouri : S.S.  
COUNTY OF St. Charles :

On this \_\_\_ of May, 2010, before me personally appeared James W. Shaffer, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Glt/Glemtex, Ltd., a corporation incorporated under the laws of the Province of Ontario, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

DEBRALEE EDGAR  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: Sep. 28, 2012  
COMMISSION #08640036

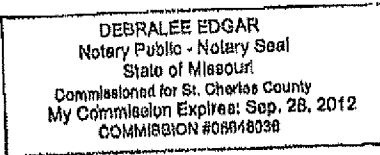
Debralee Edgar  
Notary Public  
My Commission Expires: Sept 28, 2012

[ACKNOWLEDGMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

UNITED STATES OF AMERICA :  
STATE OF Missouri : S.S.  
COUNTY OF St. Charles :

On this \_\_\_ of May, 2010, before me personally appeared JAMES W. SHAFER, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Katy Industries, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Debralee Edgar  
Notary Public  
My Commission Expires: Sept. 28, 2012



[ACKNOWLEDGMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

Part I

U.S. Registered Assets

PATENTS

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>	<u>Name of Grantor which owns or has an interest in this Asset</u>
"EXPANDABLE DUSTER ASSEMBLY"	USA Patent No. 5915435	6/29/1999	Continental Commercial Products, LLC
"MOP HEAD WITH INTEGRAL FUSED BRUSH ARRAY"	USA Patent No. 5913347	6/22/1999	Continental Commercial Products, LLC
"MOP WRINGER WITH MOP HANDLE SUPPORT"	USA Patent No. 5974621	1/2/1999	Continental Commercial Products, LLC
"MULTI-USE FLOOR SIGN"	USA Patent No. 7562477B2	7/21/2009	Continental Commercial Products, LLC
"STEP-ON RECEPTACLE WITH TIP PREVENTION"	USA Patent No. 7530578 B2	5/12/2009	Continental Commercial Products, LLC
"CONTAINER ASSEMBLY"	USA Patent No. 6389638 B1	5/21/2002	Continental Commercial Products, LLC
"LIQUID CONTAINER WITH INTEGRAL FILL/DRAIN CONDUIT"	USA Patent No. 6374867 B1	4/23/2002	Continental Commercial Products, LLC
"TRANSPORTABLE CONTAINER (TILT TRUCK)"	USA Patent No. 6203034 B1	3/20/2001	Continental Commercial Products, LLC

"CONTAINER WITH HINGED LID ASSEMBLY"	USA Patent No. 6053354	4/25/2000	Continental Commercial Products, LLC
"WASTE CONTAINER ASSEMBLY"	USA Patent No. 6173861 B1	1/16/2001	Continental Commercial Products, LLC
"MOP WRINGER (design)"	USA Patent No. D464778 S	10/22/2002	Continental Commercial Products, LLC
"CONTAINER ASSEMBLY (MOP BUCKET)"	USA Patent No. 6128803	10/10/2000	Continental Commercial Products, LLC
"CORNER WASTE CONTAINER"	USA Patent No. D 447307 S	8/28/2001	Continental Commercial Products, LLC
"CORNER WASTE CONTAINER WITH COLLAR"	USA Patent No. D 447304 S	8/28/2001	Continental Commercial Products, LLC
"MAID CART"	USA Patent No. D 425279	5/16/2000	Continental Commercial Products, LLC
"TILT TRUCK"	USA Patent No. D 420187	2/1/2000	Continental Commercial Products, LLC
"ICE CHEST"	USA Patent No. D 411784	7/6/1999	Continental Commercial Products, LLC
"HANDLE"	USA Patent No. D 429050	8/1/2000	Continental Commercial Products, LLC
"[ROUND TOP] WASTE CONTAINER"	USA Patent No. D 416658	11/16/1999	Continental Commercial Products, LLC
"CONTAINER ASSEMBLY"	USA Patent No. D 417051	11/23/1999	Continental Commercial Products, LLC
"MOP BUCKET (26 & 35 QT)"	USA Patent No. D 429862	8/22/2000	Continental Commercial Products, LLC
"MICROFIBER CLEANING APPARATUS WITH CLEANING PAD REMOVAL FEATURE"	USA Patent No. 7530139 B2	5/12/2009	Continental Commercial Products, LLC

"(TRAPMASTER) METHOD AND MATERIAL FOR PREVENTING EROSION AND MAINTAINING PLAYABILITY OF GOLF COURSE SAND BUNKERS"	USA Patent No. 6863477 B2	2/12/2003	Continental Commercial Products, LLC
"(HAND PAD/SPONGE SCRUBBER DESIGN) SCRUBBER"	USA Patent No. D548414S	12/29/2004	Continental Commercial Products, LLC
"ADJUSTABLE SHELF ANCHOR"	USA Patent No. 6666153 B2	12/23/2003	Continental Commercial Products, LLC
"SHELF WITH SHELF ANCHOR"	USA Patent No. 64460469 B1	10/8/2002	Continental Commercial Products, LLC
"SHELF STRUCTURE"	USA Patent No. 5709158	1/20/1998	Continental Commercial Products, LLC
"FLOWER POT"	USA Patent No. D 389091	1/13/1998	Continental Commercial Products, LLC
"IRONING ORGANIZER (DESIGN)"	USA Patent No. D451254 S	11/27/2001	Continental Commercial Products, LLC
"STORAGE TUB"	USA Patent No. D450926 S	11/27/2001	Continental Commercial Products, LLC
"LAUNDRY CART"	USA Patent No. D 445984 S	7/31/2001	Continental Commercial Products, LLC
"TOOLBOX ASSEMBLY"	USA Patent No. D 379266	5/20/1997	Continental Commercial Products, LLC
"TOOLBOX HAVING TRANSPARENT LID"	USA Patent No. D 378874	4/22/1997	Continental Commercial Products, LLC
"TOOL TRAY ASSEMBLY"	USA Patent No. D 385111	10/21/1997	Continental Commercial Products, LLC

"TOOL BOX"	USA Patent No. D 376909	12/31/1996	Continental Commercial Products, LLC
"WHEELED STORAGE CONTAINER WITH RECESSED LATCHES"	USA Patent No. D 382114	8/12/1997	Continental Commercial Products, LLC
"SHOE RACK"	USA Patent No. D 407908	4/13/1999	Continental Commercial Products, LLC
"STORAGE CONTAINER WITH RECESSED REMOVABLE LID"	USA Patent No. D 382112	8/12/1997	Continental Commercial Products, LLC
"TOOLBOX HAVING TRANSPARENT LID"	USA Patent No. D 394955	6/9/1998	Continental Commercial Products, LLC
"FOLDING PLASTIC SAWHORSE"	USA Patent No. D 3922746	3/24/1998	Continental Commercial Products, LLC
"TRUCK BED TOOL BOX WITH SINGLE ACCESS DOOR"	USA Patent No. D 373989	9/24/1996	Continental Commercial Products, LLC
"WORKBOX"	USA Patent No. Des 373247	9/3/1996	Continental Commercial Products, LLC
"FLOWER POT OR PLANTER WITH CONVERTIBLE BASE"	USA Patent No. Des 373973	9/24/1996	Continental Commercial Products, LLC
"SUIT HANGER"	USA Patent No. Des 415620	10/26/1999	Continental Commercial Products, LLC
"SHIRT HANGER"	USA Patent No. Des 414945	10/12/1999	Continental Commercial Products, LLC
"LATCH FOR STORAGE CONTAINER"	USA Patent No. Des 414673	10/5/1999	Continental Commercial Products, LLC
"STORAGE BOX"	USA Patent No. Des 414934	10/12/1999	Continental Commercial Products, LLC

"WHEELED TRASH CONTAINER"	USA Patent No. Des 416367	11/9/1999	Continental Commercial Products, LLC
"GARDEN SCOOTER"	USA Patent No. Des 410579	6/1/1999	Continental Commercial Products, LLC
"STORAGE BIN"	USA Patent No. Des 408631	4/27/1999	Continental Commercial Products, LLC
"STORAGE BIN LID"	USA Patent No. Des 411353	6/22/1999	Continental Commercial Products, LLC
"TOOLBOX"	USA Patent No. Des 402111	12/8/1998	Continental Commercial Products, LLC
"FREESTANDING SHOE RACK"	USA Patent No. Des 416146	11/9/1999	Continental Commercial Products, LLC
"STORAGE SHED"	USA Patent No. Des 384419	9/30/1997	Continental Commercial Products, LLC
"HANGING CLOSET ORGANIZER"	USA Patent No. Des 382747	8/26/1997	Continental Commercial Products, LLC
"FREESTANDING SHOE RACK"	USA Patent No. Des 384224	9/30/1997	Continental Commercial Products, LLC
"STORAGE BIN"	USA Patent No. Des 385720	11/4/1997	Continental Commercial Products, LLC
"STORAGE CONTAINER HANDLE"	USA Patent No. Des 394157	5/12/1998	Continental Commercial Products, LLC
"LOCKING STORAGE BOX"	USA Patent No. Des 376259	12/10/1996	Continental Commercial Products, LLC
"STORAGE CONTAINER WITH LID (WAVE PATTERN)"	USA Patent No. Des 373953	9/24/1996	Continental Commercial Products, LLC
"TOOLBOX"	USA Patent No. Des 404916	2/2/1999	Continental Commercial Products, LLC
"CROSSED TRUCK BOX"	USA Patent No. Des 403654	1/5/1999	Continental Commercial Products, LLC

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"LAUNDRY SUPPLIES ORGANIZER"	USA Patent No. Des 416147	11/9/1999	Continental Commercial Products, LLC
"SHELF ASSEMBLY"	USA Patent No. D439769 S	4/3/2001	Continental Commercial Products, LLC
"RECEPTACLE CADDY"	USA Patent No. 7240910 B2	7/10/2007	Continental Commercial Products, LLC
"LIQUID APPLICATOR"	USA Patent No. 5050530	9/24/1991	Continental Commercial Products, LLC
"FLOOR MOUNTED PICKUP TRUCK BOXES"	USA Patent No. 5080250	1/14/1992	Continental Commercial Products, LLC
"REHABILITATION AND/OR EXERCISE MACHINE"	USA Patent No. 5080350	1/14/1992	Continental Commercial Products, LLC
"STORAGE CONTAINER WHEEL ASSEMBLY"	USA Patent No. 5709008	1/20/1998	Continental Commercial Products, LLC
"DOCK LIGHT"	USA Patent No. 5709458	1/20/1998	Continental Commercial Products, LLC
"STORAGE CONTAINER AND LATCH ASSEMBLY THEREFOR"	USA Patent No. 6085928	7/11/2000	Continental Commercial Products, LLC
"TOOL BOX"	USA Patent No. D306096	2/20/1990	Continental Commercial Products, LLC
"Hand-Held Sander"	USA Patent No. D310013	8/21/1990	Continental Commercial Products, LLC
"A COMBINED COLLAPSIBLE UTILITY CART AND BAG THEREFOR"	USA Patent No. D321071	10/22/1991	Continental Commercial Products, LLC
"TOOL BIN"	USA Patent No. D321090	10/29/1991	Continental Commercial Products, LLC



"TOOL BIN"	USA Patent No. D321091	10/29/1991	Continental Commercial Products, LLC
"HIP ROOF TOOL BOX"	USA Patent No. D321433	11/12/1991	Continental Commercial Products, LLC
"TRUCK TOOL BOX"	USA Patent No. D324197	2/25/1992	Continental Commercial Products, LLC
"DOGHOUSE"	USA Patent No. D327143	6/16/1992	Continental Commercial Products, LLC
"STORAGE SHELF UNIT"	USA Patent No. D330819	11/10/1992	Continental Commercial Products, LLC
"TOOL BOX AND PARTS ORGANIZER"	USA Patent No. D333568	3/2/1993	Continental Commercial Products, LLC
"BOW CASE"	USA Patent No. D343057	1/11/1994	Continental Commercial Products, LLC
"FOOT LOCKER"	USA Patent No. D347324	5/31/1994	Continental Commercial Products, LLC
"TRUCK BED TOOL BOX"	USA Patent No. D349091	7/26/1994	Continental Commercial Products, LLC
"STORAGE CONTAINER WITH HINGED LID"	USA Patent No. D349646	8/16/1994	Continental Commercial Products, LLC
"TWO-STEP TOOL BOX"	USA Patent No. D354210	1/10/1995	Continental Commercial Products, LLC
"PACKING CONTAINER"	USA Patent No. D355118	2/7/1995	Continental Commercial Products, LLC
"SINGLE-STEP TOOL BOX"	USA Patent No. D355828	2/28/1995	Continental Commercial Products, LLC
"TOOL CHEST"	USA Patent No. D356703	3/28/1995	Continental Commercial Products, LLC
"SUPPORT FRAM WITH SLIDING BASKETS"	USA Patent No. D358727	5/30/1995	Continental Commercial Products, LLC

"STORAGE CONTAINER WITH WHEELS"	USA Patent No. D358765	5/30/1995	Continental Commercial Products, LLC
"CONTAINER LID WITH AUTOMATIC CLOSURE"	USA Patent No. D358918	5/30/1995	Continental Commercial Products, LLC
"PACKING CONTAINER"	USA Patent No. D361511	8/22/1995	Continental Commercial Products, LLC
"FLOWER POT WITH AN INTEGRAL BASE"	USA Patent No. D364112	11/14/1995	Continental Commercial Products, LLC
"HOLLOW HANDLE"	USA Patent No. D368012	3/19/1996	Continental Commercial Products, LLC
"FLOWER POT"	USA Patent No. D368234	3/26/1996	Continental Commercial Products, LLC
"CORRUGATED PALLET"	USA Patent No. D374324	10/1/1996	Continental Commercial Products, LLC
"MICROFIBER CLEANING APPARATUS WITH CLEANING PAD REMOVAL FEATURE"	USA Patent No. 7530139	5/12/2009	Continental Commercial Products, LLC
"METHOD OF MAKING COATED ABRASIVE DISC"	USA Patent No. 4525177	6/25/1985	Glif/Gemtex, Ltd.
"COATED ABRASIVE DISC"	USA Patent No. 4554765	11/26/1985	Glif/Gemtex, Ltd.
"COATED ABRASIVE DISC"	USA Patent No. 4653236	3/31/1987	Glif/Gemtex, Ltd.
"ABRASIVE DISKS AND METHOD OF MAKING"	USA Patent No. 5183479	2/2/1993	Glif/Gemtex, Ltd.

PATENT APPLICATIONS

<u>Patent Application</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>	<u>Name of Grantor</u>
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<u>Description</u>				which owns or has an <u>interest in this Asset</u>
"STORAGE BOX ALARM"	USA Publication No. 20050200482	3/10/2004	Continental Commercial Products, LLC	
"FILTERED WRINGER"	USA Publication No. 20050204503	3/19/2004	Continental Commercial Products, LLC	
"RECEPTACLE LOCATOR"	USA Publication No. 20060061481	9/23/2004	Continental Commercial Products, LLC	
"REVERSIBLE GUN REST"	USA Publication No. 20060065560	9/30/2004	Continental Commercial Products, LLC	
"SAFETY SIGN/BARRIER"	USA Publication No. 20060076544	10/12/2004	Continental Commercial Products, LLC	
"COVER FOR RAIN GUTTER"	USA Publication No. 20060117672	12/7/2004	Continental Commercial Products, LLC	

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>	<u>Name of Grantor which owns or has an interest in this Asset</u>
"BAB-O"	203724	9/22/1925	Continental Commercial Products, LLC
"BACTOGUARD"	1443264	6/16/1987	Continental Commercial Products, LLC
"BIG BOSS"	717303	6/20/1961	Continental Commercial Products, LLC
"BIG BOSS II"	2300432	12/14/1999	Continental Commercial Products, LLC
"BLUE ICE"	2428255	2/13/2001	Continental Commercial Products, LLC
"BRILLO"	141498	4/26/1921	Continental Commercial Products, LLC
"BRILLO"	371687	10/3/1939	Continental Commercial Products, LLC
"BRILLO"	866593	3/11/1969	Continental Commercial Products, LLC
"BRILLO"	1919797	9/19/1995	Continental Commercial Products, LLC
"BRITTE PREP"	3558279	1/6/2009	Continental Commercial Products, LLC
"BRUSHWORK"	1879232	2/14/1995	Continental Commercial Products, LLC
"BUCKAROO"	1505971	9/27/1988	Continental Commercial Products, LLC

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"CLEAN SWEEP"	1879233	2/14/1995	Continental Commercial Products, LLC
"COCOPAD"	3162242	10/24/2006	Continental Commercial Products, LLC
"COLOSSUS"	3083814	4/18/2006	Continental Commercial Products, LLC
"CONTICO"	1822425	2/22/1994	Continental Commercial Products, LLC
"CONTICO"	1428387	2/10/1987	Continental Commercial Products, LLC
"CONTINENTAL"	1465180	11/17/1987	Continental Commercial Products, LLC
"CONTINENTAL COMMERCIAL PRODUCTS & DESIGN"	3265467	7/17/2007	Continental Commercial Products, LLC
"CONTINENTAL DESIGNS"	2798098	12/23/2003	Continental Commercial Products, LLC
"CONTOUR"	3115269	7/11/2006	Continental Commercial Products, LLC
"CONTOUR"	2134746	2/3/1998	Continental Commercial Products, LLC
"DERMA-TEK"	2904064	11/23/2004	Continental Commercial Products, LLC
"DISCO"	1366141	10/22/1985	Continental Commercial Products, LLC
"EARTH MOP"	2019675	11/26/1996	Continental Commercial Products, LLC
"ERGO WORX"	3314301	10/16/2007	Continental Commercial Products, LLC
"ERGO WORX"	3314308	10/16/2007	Continental Commercial Products, LLC

"FIBER NATURALS"	3148509	9/26/2006	Continental Commercial Products, LLC
"FIBER NATURALS AND DESIGN"	2165154	6/16/1998	Continental Commercial Products, LLC
"FILTER BRITE"	2521997	12/25/2001	Continental Commercial Products, LLC
"FRESHWAY"	1281153	6/12/1984	Continental Commercial Products, LLC
"GEMTEX"	1224875	1/25/1983	Continental Commercial Products, LLC
"GEMTEX ABRASIVES (stylized and/or with design)"	3287069	8/28/2007	Continental Commercial Products, LLC
"GLIT"	1054739	12/21/1976	Continental Commercial Products, LLC
"GLIT"	2036905	2/11/1997	Continental Commercial Products, LLC
"GLIT"	1488049	5/17/1988	Continental Commercial Products, LLC
"GLIT/MICROTRON"	2779728	11/4/2003	Continental Commercial Products, LLC
"GRILBRIK"	2305569	1/4/2000	Continental Commercial Products, LLC
"GRILBRIK"	2249703	6/1/1999	Continental Commercial Products, LLC
"HANNAH'S HELPER"	1663466	11/5/1991	Continental Commercial Products, LLC
"HANNAH'S HELPER AND DESIGN"	1359265	9/10/1985	Continental Commercial Products, LLC
"HMP AND DESIGN"	1696143	6/23/1992	Continental Commercial Products, LLC
"HUSKEE"	3639582	6/16/2009	Continental Commercial Products, LLC

"IT'S NOT ENOUGH JUST TO MAKE BETTER PRODUCTS. WE'RE FINDING WAYS TO MAKE BETTER PRODUCTS..BETTER"	3681263	9/8/2009	Products, LLC Continental Commercial Products, LLC
"JEAN CLEAN"	2068036	6/3/1997	Continental Commercial Products, LLC
"JOEY"	1505970	9/27/1988	Continental Commercial Products, LLC
"KATYDID"	2313327	2/1/2000	Continental Commercial Products, LLC
"KING KOTTEN (AND DESIGN)"	120022	1/1/1918	Continental Commercial Products, LLC
"KING COTTON"	3422068	5/6/2008	Continental Commercial Products, LLC
"KING KAN"	3194179	1/2/2007	Continental Commercial Products, LLC
"KLEEN AIRE"	3438129	5/27/2008	Continental Commercial Products, LLC
"KLEENFAST"	1371339	11/19/1985	Continental Commercial Products, LLC
"KURLY KATE"	1129108	1/15/1980	Continental Commercial Products, LLC
"LOREN"	2337173	4/4/2000	Continental Commercial Products, LLC
"LOREN (AND DESIGN)"	2337374	4/4/2000	Continental Commercial Products, LLC

"MAGIC MOP"	1807596	11/30/1993	Continental Commercial Products, LLC
"MICROTRON ABRASIVES"	1830672	4/12/1994	Continental Commercial Products, LLC
"MICROTRON ABRASIVES, INC."	1863438	11/22/1994	Continental Commercial Products, LLC
"MISCELLANEOUS DESIGN"	2387165	9/19/2000	Continental Commercial Products, LLC
"OLD DUTCH CLEANSER and Design"	50697	3/27/1906	Continental Commercial Products, LLC
"P/E PLUS"	1916512	9/5/1995	Continental Commercial Products, LLC
"PINOSAN"	890740	5/12/1970	Continental Commercial Products, LLC
"PRO DUST H2O (STYLIZED)"	1953922	2/6/1996	Continental Commercial Products, LLC
"PROTECT PRESERVE CONSERVE"	3681262	9/8/2009	Continental Commercial Products, LLC
"ROTOTECH"	1659583	10/8/1991	Continental Commercial Products, LLC
"SAFIRE"	1938783	11/28/1995	Continental Commercial Products, LLC
"SCUFF BALL"	3270672	7/24/2007	Continental Commercial Products, LLC
"STRUCTOLENE"	1316359	1/29/1985	Continental Commercial Products, LLC
"SUPERKAN"	3227484	4/10/2007	Continental Commercial Products, LLC
"TIE-FREE"	2095951	9/9/1997	Continental Commercial Products, LLC
"TILT-N-WHEEL"	3217600	3/13/2007	Continental Commercial Products, LLC

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"TRADESMAN"	1654164	8/20/1991	Products, LLC Continental Commercial Products, LLC
"TRAPMASTER"	2880099	8/31/2004	Continental Commercial Products, LLC
"TREND"	430422	6/10/1947	Continental Commercial Products, LLC
"TREND"	626011	4/24/1956	Continental Commercial Products, LLC
"TRIM-KUT"	1540117	5/23/1989	Continental Commercial Products, LLC
"TUFFBIN"	1547408	7/11/1989	Continental Commercial Products, LLC
"UNIBODY"	3187448	12/19/2006	Continental Commercial Products, LLC
"VANQUISH"	1136556	6/3/1980	Continental Commercial Products, LLC
"WALNUTPAD"	2198979	10/20/1998	Continental Commercial Products, LLC
"WAX-O-MATIC"	3255485	6/26/2007	Continental Commercial Products, LLC
"WILEN"	3119457	7/25/2006	Continental Commercial Products, LLC
"WORK BIN"	2022049	12/10/1996	Continental Commercial Products, LLC
"BRUTE PREP"	3558279	1/6/2009	Glit/Gemtex, Ltd.
"GEMTEX"	1224875	1/25/1983	Glit/Gemtex, Ltd.
"GEMTEX ABRASIVES (stylized and/or with design)"	3287069	8/28/2007	Glit/Gemtex, Ltd.
"SCUFF BALL"	3270672	7/24/2007	Glit/Gemtex, Ltd.
"STRIP AWAY"	2461110	6/19/2001	Glit/Gemtex, Ltd.

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"TRIM-KUT"	1540117	5/23/1989	Git/Gemtex, Ltd.
"AIRJET"	2026516	12/31/1996	GC/Waldom Electronics, Inc.
"GC BOND"	2023456	12/17/1996	GC/Waldom Electronics, Inc.
"GC SWITCH"	2548646	3/19/2002	GC/Waldom Electronics, Inc.
"WALDOM"	2474956	8/7/2001	GC/Waldom Electronics, Inc.

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>	<u>Name of Grantor which owns or has an interest in this Asset</u>
"BUSINESS MADE EASY"	77/811900	8/5/2009	Continental Commercial Products, LLC
"LIQUI-GRILL"	77-908827	1/11/2010	Continental Commercial Products, LLC

**SCHEDULE A**

**Part 2**

**Foreign Registered Assets**

**PATENTS**

<u>Patent Description</u>	<u>Jurisdiction of Registration/ Patent No.</u>	<u>Issue Date</u>	<u>Name of Grantor which owns or has an interest in this Asset</u>
"MICROFIBER CLEANING APPARATUS WITH CLEANING PAD REMOVAL FEATURE"	Canadian Patent No. 2618945	3/16/2010	Continental Commercial Products, LLC
"METHOD AND MATERIAL FOR PREVENTING EROSION AND MAINTAINING PLAYABILITY OF GOLF COURSE SAND BUNKERS"	Canadian Patent No. 2457435	2/12/2004	Continental Commercial Products, LLC
"MICROFIBER CLEANING APPARATUS WITH CLEANING PAD REMOVAL FEATURE"	EPC Patent Application No. 5853530.3	12/9/2005	UNKNOWN
"MICROFIBER CLEANING APPARATUS WITH CLEANING PAD REMOVAL FEATURE"	Australian Patent Application No. 2005335185	12/9/2005	UNKNOWN
"ABRASIVE DISKS AND	German Patent No. 4300057	6/28/2007	UNKNOWN

METHOD OF MAKING  
INTERCONNECTED  
SHAPES"  
" ABRASIVE DISKS AND  
METHOD OF MAKING"

Canadian Patent No. CA  
2080329

GH/Genlex, Ltd.

PATENT APPLICATIONS

Patent Application  
Description

Jurisdiction of Registration/  
Patent Application No.

Date Applied

Name of Grantor  
which owns or has an  
interest in this Asset.

None.

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Jurisdiction of Registration/ Serial/Registration No.</u>	<u>Date Registered</u>	<u>Name of Grantor which owns or has an interest in this Asset</u>
"ALL N 1"	Canada No. TMA501981	10/7/1998	Continental Commercial Products, LLC
"BIG BOSS II"	Bulgaria No. 37829	4/5/2000	UNKNOWN
"BLUE ICE"	Canada No. TMA613038	6/17/2004	Gilv/Gemtex, Ltd.
"BRILLO"	Austria No. 6510	7/28/1943	UNKNOWN
"BRILLO"	Benelux No. 107226	12/31/1971	UNKNOWN
"BRILLO"	Denmark No. VR 1939 00149	2/25/1939	UNKNOWN
"BRILLO"	Finland No. 119531	6/5/1992	UNKNOWN
"BRILLO"	Finland No. 17137	4/29/1939	UNKNOWN
"BRILLO"	France No. 1460937	4/19/1988	UNKNOWN
"BRILLO"	Germany No. DD647280	9/18/1990	UNKNOWN
"BRILLO"	Greece No. 10711	12/4/1936	UNKNOWN
"BRILLO"	Italy No. 750255	5/19/1988	UNKNOWN
"BRILLO"	Italy No. 487116	1/18/1988	UNKNOWN
"BRILLO"	Portugal No. 233777	9/14/1992	UNKNOWN
"BRILLO"	Portugal No. 276167	12/2/1993	UNKNOWN
"BRILLO"	Spain No. 51297	6/2/1926	UNKNOWN
"BRILLO"	Spain No. 121464	1/4/1943	UNKNOWN
"BRILLO"	Spain No. 121463	2/28/1944	UNKNOWN
"BRILLO"	Sweden as No. 27902	12/18/1923	UNKNOWN
"BRILLO & BOX DESIGN WITH LADY"	Germany No. 745338	2/2/1961	UNKNOWN
"BRILLO & BOX DESIGN WITH LADY"	Sweden No. 51668	4/3/1939	UNKNOWN

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"BRILLO & BOX DESIGN WITH LADY"	Sweden No. 80686	6/29/1956	UNKNOWN
"BRILLO & SWASH DESIGN"	Benelux No. 507819	11/13/1991	UNKNOWN
"BRILLO (Stylized)"	Germany No. 835132	7/14/1967	UNKNOWN
"BRILLO 10 AND DESIGN"	Benelux No. 430831	4/9/1987	UNKNOWN
"BRILLO 10 AND DESIGN (stylized)"	Benelux No. 438507	11/3/1987	UNKNOWN
"BRILLO 10 SOAP PADS AND DESIGN"	Benelux No. 428152	4/9/1987	UNKNOWN
"BRILLO AND BOX DESIGN"	Benelux No. 106795	12/31/1971	UNKNOWN
"BRILLO AND BOX DESIGN"	France No. 1305974	4/16/1985	UNKNOWN
"BRILLO AND BOX DESIGN"	Italy No. 492196	4/15/1988	UNKNOWN
"BRILLO AND BOX DESIGN SHADED"	Sweden No. 79912	2/24/1956	UNKNOWN
"BRILLO and Design"	Spain No. 428459	2/22/1965	UNKNOWN
"BRILLO FULL BOX DESIGN"	Spain No. 428458	4/23/1966	UNKNOWN
"BRITPREP"	Canada No. TMA713552	5/6/2008	Continental Commercial Products, LLC
"BRITPREP"	Canada No. TMA713552	5/6/2008	Gift/Gentex, Ltd
"BUCKAROO"	Canada No. TMA364391	1/19/1990	Continental Commercial Products, LLC
"C & DESIGN"	Canada No. TMA169269	5/15/1970	Continental Commercial Products, LLC
"COCOPAD"	Canada No. TMA506453	1/13/1999	Continental Commercial Products, LLC

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"CONTICO"	Europe No. 1764786	9/26/2001	UNKNOWN
"CONTICO"	Ireland No. 212752	12/11/1998	UNKNOWN
"CONTICO"	UK No. 2171543	12/29/1998	UNKNOWN
"CONTINENTAL COMMERCIAL PRODUCTS & GLOBE DESIGN"	Canada No. TMA669062	8/1/2006	Continental Commercial Products, LLC
"CONTOUR"	Canada No. TMA506670	1/18/1999	Continental Commercial Products, LLC
"ERGOWORX"	Europe No. 4961686	4/11/2007	UNKNOWN
"EURO UNIBODY"	Europe No. 5105374	5/24/2007	UNKNOWN
"FIBER NATURALS"	Canada No. TMA506452	1/13/1999	Continental Commercial Products, LLC
"FIBER NATURALS AND DESIGN"	Canada No. TMA522259	1/26/2000	Continental Commercial Products, LLC
"FINISH FAST"	Canada No. TMA574740	1/30/2003	Continental Commercial Products, LLC
"GEMTEX AND DESIGN"	Canada No. TMA237618	11/23/1979	Glit/Gemtex, Ltd
"GLIT"	Australia No. 417020	10/19/1984	UNKNOWN
"GLIT"	Australia No. A465840	5/26/1987	UNKNOWN
"GLIT"	Australia No. A465839	1/8/1991	UNKNOWN
"GLIT"	Australia No. A465838	5/26/1987	UNKNOWN
"GLIT"	Australia No. A541573	9/6/1990	UNKNOWN
"GLIT"	Australia No. A465837	5/26/1987	UNKNOWN
"GLIT"	Benelux No. 448166	4/5/1988	UNKNOWN
"GLIT"	Canada No. TMAA04719	11/13/1992	Continental Commercial Products, LLC
"GLIT"	Colombia No. 206892	1/30/1998	UNKNOWN
"GLIT"	Colombia No. 156574	2/28/1994	UNKNOWN
"GLIT"	Colombia No. 156351	2/28/1994	UNKNOWN
"GLIT"	France No. 1459417	4/8/1988	UNKNOWN

"GLIT"	Mexico No. 451009	1/27/1994	UNKNOWN
"GLIT"	Mexico No. 451007	1/27/1994	UNKNOWN
"GLIT"	Mexico No. 468110	7/29/1994	UNKNOWN
"GLIT"	Mexico No. 468109	7/29/1994	UNKNOWN
"GLIT"	New Zealand No. 194871	7/26/1995	UNKNOWN
"GLIT"	New Zealand No. 194872	3/28/1995	UNKNOWN
"GLIT"	New Zealand No. 194873	3/28/1994	UNKNOWN
"GLIT"	New Zealand No. 194874	3/28/1995	UNKNOWN
"GLIT"	New Zealand No. 194875	3/28/1995	UNKNOWN
"GLIT"	UK No. 1262129	3/7/1986	UNKNOWN
"GLIT"	Venezuela No. 169573	10/7/1994	UNKNOWN
"GLIT"	Venezuela No. 169572	10/7/1994	UNKNOWN
"GLIT DESIGN"	Canada No. TMA352512	3/3/1989	Continental Commercial Products, LLC
"GLIT/MICROTRON"	Canada No. TMA630768	1/21/2005	Continental Commercial Products, LLC
"GLIT-STIK"	Japan No. 2309554	5/31/1991	UNKNOWN
"GL OMESH"	France No. 1542766	7/24/1989	UNKNOWN
"GL OMESH"	Germany No. 1157633	4/19/1990	UNKNOWN
"GL OMESH"	Italy No. 886588	1/29/1992	UNKNOWN
"HANNAH'S HELPER"	Canada No. TMA484069	10/15/1997	Continental Commercial Products, LLC
"HUSKEE"	Europe No. 5105382	4/27/2007	UNKNOWN
"JACKEROO"	Canada No. TMA374923	10/26/1990	Continental Commercial Products, LLC
"JOEY"	Canada No. TMA364392	1/19/1990	Continental Commercial Products, LLC
"KLEENFAST"	Canada No. TMA397223	4/17/1992	Continental Commercial Products, LLC
"KLEENFAST"	Canada No. TMA527309	5/4/2000	Continental Commercial Products, LLC



"KLIP 'N SAND"	Canada No. TMA365143	2/9/1990	Continental Commercial Products, LLC
"LAZER"	Canada No. TMA318862	9/26/1986	Glit/Gemtex, Ltd
"LAZER POWER DISC"	Canada No. TMA538305	12/5/2000	Glit/Gemtex, Ltd.
"MICROTRON"	Canada No. TMA442492	5/5/1995	Continental Commercial Products, LLC
"MICROTRON"	Benelux No. 546819	12/28/1993	UNKNOWN
"MICROTRON"	Benelux No. 489097	12/7/1990	UNKNOWN
"MICROTRON"	Denmark No. 36231996	6/21/1996	UNKNOWN
"MICROTRON"	Europe as No. 5041256	5/18/2007	UNKNOWN
"MICROTRON"	France No. 1736411	5/17/1991	UNKNOWN
"MICROTRON"	France No. 94500434	1/6/1994	UNKNOWN
"MICROTRON"	Germany No. 2013030	4/22/1992	UNKNOWN
"MICROTRON"	Germany No. 2081601	10/20/1994	UNKNOWN
"MICROTRON"	Ireland No. 164151	3/19/1996	UNKNOWN
"MICROTRON"	Ireland as No. 164152	1/4/1994	UNKNOWN
"MICROTRON"	Italy No. 974043	11/7/1993	UNKNOWN
"MICROTRON"	Italy No. 691937	11/19/1996	UNKNOWN
"MICROTRON"	Portugal No. 297339	4/18/1995	UNKNOWN
"MICROTRON"	Portugal No. 297338	4/18/1995	UNKNOWN
"MICROTRON"	Spain No. 1639219	5/29/1991	UNKNOWN
"MICROTRON"	Spain No. 1799211	1/18/1994	UNKNOWN
"MICROTRON"	UK No. 1465051	9/18/1991	UNKNOWN
"MICROTRON"	UK No. 1558430	8/11/1995	UNKNOWN
"MICROTRON ABRASIVES, INC."	Canada No. TMA445386	7/21/1995	Continental Commercial Products, LLC
"NOUVEAU BRILLO AND DESIGN"	France No. 1337621	1/10/1986	UNKNOWN
"POL YESTER THERMAL"	Canada No. TMA449047	10/20/1995	Continental Commercial Products, LLC
"REDOX"	Canada No. TMA303049	5/24/1985	Glit/Gemtex, Ltd.

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"SAFIRE"	Canada No. TMA506669	1/18/1999	Continental Commercial Products, LLC
"STRIP AWAY"	Canada No. TMA598380	12/29/2003	Glit/Gemtex, Ltd.
"TOUCHSTONE"	Canada No. TMA552398	10/15/2001	Continental Commercial Products, LLC
"TOUCHSTONE"	Argentina No. 1810402	11/14/2000	UNKNOWN
"TOUCHSTONE"	Argentina No. 1810401	11/14/2000	UNKNOWN
"TOUCHSTONE"	Chile No. 553611	11/19/1999	UNKNOWN
"TOUCHSTONE"	Japan No. 4370399	3/24/2000	UNKNOWN
"TOUCHSTONE"	Mexico No. 638515	9/29/1999	UNKNOWN
"TOUCHSTONE"	Mexico No. 625861	9/29/1999	UNKNOWN
"TRAPMASTER"	Canada No. TMA661397	3/24/2006	Continental Commercial Products, LLC
"TRIM-KUT"	Canada No. TMA303050	5/24/1985	Glit/Gemtex, Ltd.

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>Jurisdiction of Registration/ Application No.</u>	<u>Date Applied</u>	<u>Name of Grantor which owns or has an interest in this Asset</u>
None.			

## SCHEDULE B

### Licenses and License Rights

1. Continental Commercial Products, LLC
  - Contico®, a registered trademark used under license from Contico Europe Limited, Cardew Way, Redruth, Cornwall, TR15 1ST, England, pursuant to a Trademark License Agreement dated November 27, 2006.
    - "CONTICO" registered in the USA on 2/10/1987 as No. 1428387
    - "CONTICO" registered in the USA on 2/22/1994 as No. 1822425
    - "CONTICO" registered in the UK on 12/29/1998 as No. 2171543
    - "CONTICO" registered in Ireland on 12/11/1998 as No. 212752
    - "CONTICO" registered in Europe on 9/26/2001 as No. 1764786
  - Brillo®, a registered trademark used under license from Armaly Sponge Company, 1900 Easy Street, Walled Lake, Michigan 48390, pursuant to a License Agreement dated March 20, 1985. The original licensor was Purex Corporation, which assigned its rights to Dial Brands, Inc. on April 11, 1986. Dial Brands, Inc. assigned its rights to Church & Dwight on August 28, 1997. Church & Dwight assigned its rights to Armaly Sponge Company on March 12, 2010.
    - "BRILLO" registered in Austria on 7/28/1943 as No. 6510
    - "BRILLO" registered in Benelux on 12/31/1971 as No. 107226
    - "BRILLO" registered in Denmark on 2/25/1939 as No. VR 1939 00149
    - "BRILLO" registered in Finland on 6/5/1992 as No. 119531
    - "BRILLO" registered in Finland on 4/29/1939 as No. 17137
    - "BRILLO" registered in France on 4/19/1988 as No. 1460937
    - "BRILLO" registered in Germany on 9/18/1990 as No. DD647280
    - "BRILLO" registered in Italy on 5/19/1988 as No. 750255
    - "BRILLO" registered in Italy on 1/18/1988 as No. 487116
    - "BRILLO" registered in Portugal on 9/14/1992 as No. 233777
    - "BRILLO" registered in Portugal on 12/2/1993 as No. 276167
    - "BRILLO" registered in Spain on 6/2/1926 as No. 51297
    - "BRILLO" registered in Spain on 1/4/1943 as No. 121464
    - "BRILLO" registered in Spain on 2/28/1944 as No. 121463

SCHEDULE - B

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**TRADEMARK**  
**REEL: 004224 FRAME: 0356**

- "BAB-O" registered in the USA on 9/22/1925 as No. 0203724
- "BAB-O" registered in the USA on 7/25/2006 as No. 3120018
- Old Dutch®, a registered trademark used under license from Dial Brands, Inc., 15501 North Dial Blvd., Suite 2214, Scottsdale, Arizona 85260, pursuant to a License Agreement dated March 20, 1985. The original licensor was Purex Corporation, which assigned its rights to Dial Brands, Inc. on April 11, 1986.
- "OLD DUTCH CLEANSER AND DESIGN" registered in the USA on 3/27/1906 as No. 0050697

2. Glit/Gemtex, Ltd.

None.

SCHEDULE - B

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**TRADEMARK**  
**REEL: 004224 FRAME: 0357**

- "BRILLO" registered in Sweden on 12/18/1923 as No. 27902
- "BRILLO" registered in the USA on 4/26/1921 as No. 0141498
- "BRILLO" registered in the USA on 10/3/1939 as No. 0371687
- "BRILLO" registered in the USA on 3/11/1969 as No. 0866593
- "BRILLO" registered in the USA on 9/19/1995 as No. 1919797
- "BRILLO & BOX DESIGN WITH LADY" registered in Germany on 2/2/1961 as No. 745338
- "BRILLO & BOX DESIGN WITH LADY" registered in Sweden on 4/3/1939 as No. 51668
- "BRILLO & BOX DESIGN WITH LADY" registered in Sweden on 6/29/1956 as No. 80686
- "BRILLO & SWASH DESIGN" registered in Benelux on 11/13/1991 as No. 507819
- "BRILLO (Stylized)" registered in Germany on 7/14/1967 as No. 835132
- "BRILLO 10 AND DESIGN" registered in Benelux on 4/9/1987 as No. 430831
- "BRILLO 10 AND DESIGN (stylized)" registered in Benelux on 11/3/1987 as No. 438507
- "BRILLO 10 SOAP PADS AND DESIGN" registered in Benelux on 4/9/1987 as No. 428152
- "BRILLO AND BOX DESIGN" registered in Benelux on 12/31/1971 as No. 106795
- "BRILLO AND BOX DESIGN" registered in France on 4/16/1985 as No. 1305974
- "BRILLO AND BOX DESIGN" registered in Italy on 4/15/1988 as No. 492196
- "BRILLO AND BOX DESIGN SHADED" registered in Sweden on 2/24/1956 as No. 79912
- "BRILLO and Design" registered in Spain on 2/22/1965 as No. 428459
- "BRILLO FULL BOX DESIGN" registered in Spain on 4/23/1966 as No. 428458
- "NOUVEAU BRILLO AND DESIGN" registered in France on 1/10/1986 as No. 1337621
- BAB-O®, a registered trademark used under license from Fitzpatrick Bros., Inc., 625 North Sacramento Boulevard, Chicago, Illinois 60612, pursuant to a License Agreement dated March 20, 1985. The original licensor was Purex Corporation, which assigned its rights to Dial Brands, Inc. on April 11, 1986. Dial Brands, Inc. assigned its rights to Fitzpatrick Bros., Inc. on January 23, 1989.

SCHEDULE - B

**EXHIBIT 1**

**PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT**  
**(Trademarks)**

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_ ("Grantor") is the registered owner of the United States and/or Canadian  
trademarks, service marks, trade names, service mark applications and trademark applications  
listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered  
in the United States Patent and Trademark Office and/or the Canadian Intellectual Property  
Office (as applicable); 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  
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 Patents, Trademarks,  
Licenses and Copyrights Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness:

EXHIBIT 1

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 Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact 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:

**EXHIBIT 2**

**PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT**  
(Patents)

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_  
("Grantor") is the registered owner of the United States and/or Canadian patents, patent rights, and patent applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office (as applicable); 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 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 Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-fact

Witness:



EXHIBIT 2

CORPORATE ACKNOWLEDGMENT

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, 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 Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact 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

CONTINENTAL COMMERCIAL PRODUCTS, LLC ("Continental"), GLIT/GEMTEX, LTD. ("Glit/Gemtex") AND KATY INDUSTRIES, INC. ("Katy", together with Continental and Glit/Gemtex, the "Grantors"), hereby authorize PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions party thereto from time to time as lenders (the "Domestic Lenders") and Grantors dated as of the date hereof (as same may be amended, restated, supplemented or otherwise modified from time to time, the "Domestic Loan Agreement") and that certain Export-Import Revolving Credit and Security Agreement among Agent, the financial institutions party thereto from time to time as lenders (the "Ex-Im Lenders", together with the Domestic Lenders, the "Lenders"), Continental and Katy dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Ex-Im Loan Agreement", together with the Domestic Loan Agreement, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between Grantors and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Intellectual Property Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Intellectual Property Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantors a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

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 the Loan Agreement.

Grantors hereby unconditionally ratify all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Security Agreement.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

CONTINENTAL COMMERCIAL PRODUCTS,  
LLC

By: *Brian Nichols*  
Name: Brian Nichols  
Title: Asst Sec.

GLIT/GEMTEX, LTD.

By: *Brian Nichols*  
Name: Brian Nichols  
Title: Asst Sec.

KATY INDUSTRIES, INC.

By: *Brian Nichols*  
Name: Brian Nichols  
Title: Asst Sec.

[SIGNATURE PAGE TO POWER OF ATTORNEY OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

CONTINENTAL COMMERCIAL PRODUCTS,  
LLC

By: James W. Shaffer  
Name: JAMES W. SHAFFER  
Title: VICE PRESIDENT & CFO

GLIT/GEMTEX, LTD.

By: James W. Shaffer  
Name: JAMES W. SHAFFER  
Title: VICE PRESIDENT & CFO

KATY INDUSTRIES INC.

By: James W. Shaffer  
Name: JAMES W. SHAFFER  
Title: VICE PRESIDENT & CFO

[SIGNATURE PAGE TO POWER OF ATTORNEY OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Missouri : S.S.  
COUNTY OF St. Charles :

On this \_\_\_ of May, 2010, before me personally appeared JAMES W. SHAFER to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Continental Commercial Products, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

DEBRALEE EDGAR  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: Sep. 28, 2012  
COMMISSION #00846038

Debralee Edgar  
Notary Public  
My Commission Expires: Sept. 28, 2012

UNITED STATES OF AMERICA :  
STATE OF Missouri : S.S.  
COUNTY OF St. Charles :

On this \_\_\_ of May, 2010, before me personally appeared JAMES W. SHAFER to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Glit/Glemtex, Ltd., a corporation incorporated under the laws of the Province of Ontario, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

DEBRALEE EDGAR  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: Sep. 28, 2012  
COMMISSION #00846038

Debralee Edgar  
Notary Public  
My Commission Expires: Sept. 28, 2012

[ACKNOWLEDGMENT OF POWER OF ATTORNEY OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]

UNITED STATES OF AMERICA :  
STATE OF Missouri : S.S.  
COUNTY OF St. Charles :

On this \_\_\_ of May, 2010, before me personally appeared James W. Swaffel to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Katy Industries, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

DEBRALEE EDGAR  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: Sep. 25, 2012  
COMMISSION #08846036

Debralee Edgar  
Notary Public  
My Commission Expires: Sept. 28, 2012

[ACKNOWLEDGMENT OF POWER OF ATTORNEY OF INTELLECTUAL PROPERTY  
SECURITY AGREEMENT