

**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
IMPACT PRODUCTS LLC		08/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	RBS CITIZENS, N.A.
Street Address:	71 S. Wacker Drive
Internal Address:	29th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	2230766	CLEAR VU
Registration Number:	2336664	CLEARVU
Registration Number:	2199725	CLEARVU ENCORE
Registration Number:	3058362	CONTOUR
Registration Number:	3115712	
Registration Number:	2363850	
Registration Number:	1832768	
Registration Number:	1788210	
Registration Number:	2898458	E-Z FILL
Registration Number:	2330603	FINISH MASTER
Registration Number:	3149822	FOAM-EEZE
Registration Number:	3192386	GATEMATE PLUS
Registration Number:	3067864	GATOR

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Registration Number:	3242498	GATORANCHOR
Registration Number:	3054840	GATORMATE
Registration Number:	1981851	IMPACT
Registration Number:	1117719	LAYFLAT
Registration Number:	3249672	LOBBYMASTER
Registration Number:	3631451	MICROFIBER TECHNOLOGIES
Registration Number:	3453581	MICROSCRUB
Registration Number:	0435448	MIPRO
Registration Number:	3392613	PINCH'M
Registration Number:	1543324	PRO-GUARD
Registration Number:	3099338	PURAPAIL
Registration Number:	1948804	SAFE-USE
Registration Number:	1747807	SELECT-AIRE
Registration Number:	3145504	SMAZER
Registration Number:	3475500	SPRAY ALERT
Registration Number:	2046633	THE BIG BLOC
Registration Number:	3556149	THIN BIN
Registration Number:	2224904	TRIAD
Registration Number:	2411450	TRIVU
Registration Number:	1800798	ULTRA-SPRAY
Registration Number:	1626012	VANGUARD
Registration Number:	0963296	WHITE
Registration Number:	0961921	WHITE
Registration Number:	0962018	WHITE
Registration Number:	0965022	WHITE
Registration Number:	0765046	WHITE
Registration Number:	1085532	WHITE MIPRO

**CORRESPONDENCE DATA**

Fax Number: (312)782-8585  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 269-4152  
Email: jmphilpott@jonesday.com  
Correspondent Name: Justin M. Philpott  
Address Line 1: 77 W. Wacker Drive  
Address Line 2: JONES DAY  
Address Line 4: Chicago, ILLINOIS 60601

**TRADEMARK**

**REEL: 004270 FRAME: 0535**

ATTORNEY DOCKET NUMBER:	RBS CITIZENS, N.A.
NAME OF SUBMITTER:	Justin M. Philpott
Signature:	/Justin M. Philpott/
Date:	08/31/2010
<b>Total Attachments: 8</b> source=Grant of Security Interest in Trademarks#page1.tif source=Grant of Security Interest in Trademarks#page2.tif source=Grant of Security Interest in Trademarks#page3.tif source=Grant of Security Interest in Trademarks#page4.tif source=Grant of Security Interest in Trademarks#page5.tif source=Grant of Security Interest in Trademarks#page6.tif source=Grant of Security Interest in Trademarks#page7.tif source=Grant of Security Interest in Trademarks#page8.tif	

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of August 31, 2010 (“Agreement”), between IMPACT PRODUCTS LLC, a Delaware limited liability company (together with its successors and assigns, the “Grantor”), and RBS CITIZENS, N.A., as Collateral Agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of August 31, 2010 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, Impact Products Holdings LLC, a Delaware limited liability company, the lenders party thereto (the “Lenders”), and the Collateral Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Pledge and Security Agreement, dated as of August 31, 2010 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other grantors named therein and the Collateral Agent, pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in and a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

(i) all Trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of Trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Grantor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantor and any other Grantors named therein, as debtors, and the Collateral Agent, as secured party for the

benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

IMPACT PRODUCTS LLC, as Grantor

By: Jeffrey S. Beery  
Name: Jeffrey Beery  
Title: Chief Financial Officer

Accepted and acknowledged by:

RBS CITIZENS, N.A.,  
as Collateral Agent

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

[Signature Page to Grant of Trademarks]

CHI-1768504

**TRADEMARK**  
**REEL: 004270 FRAME: 0540**


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

IMPACT PRODUCTS LLC, as Grantor

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

Accepted and acknowledged by:

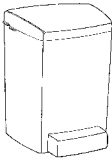




RBS CITIZENS, N.A.,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Michael Brothers  
Title: Senior Vice President



Schedule A  
to Grant of Security Interest in Trademarks




**TRADEMARKS**

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
CLEAR VU	US	75452836 3/19/1998	2230766 3/9/1999
CLEARVU	US	75452833 3/19/1998	2336664 3/28/2000
CLEARVU ENCORE	US	75343308 8/19/1997	2199725 10/27/1998
CONTOUR	US	76142543 10/6/2000	3058362 2/14/2006
Design Mark 	US	76613512 9/23/2004	3115712 7/18/2006
Design Mark 	US	75559848 9/28/1998	2363850 7/4/2000
Design Mark 	US	74391094 5/17/1993	1832768 4/26/1994
Design Mark 	US	74347460 1/11/1993	1788210 8/17/1993
E-Z FILL	US	75906285 1/28/2000	2898458 11/2/2004
FINISH MASTER	US	75345849 8/25/1997	2330603 3/12/2000
FOAM-EEZE	US	78529695 12/9/2004	3149822 9/26/2006
GATEMATE PLUS	US	78743838 10/31/2005	3192386 1/2/2007
GATOR	US	78567414 2/15/2005	3067864 3/14/2006
GATORANCHOR	US	78948530 8/9/2006	3242498 5/15/2007
GATORMATE	US	78562462 2/8/2005	3054840 1/31/2006
IMPACT Design <b>IMPACT</b> 	US	74409687 7/7/1993	1981851 6/25/1996
LAYFLAT <b>Layflat</b>	US	73163673 3/27/1978	1117719 5/8/1979
LOBBYMASTER	US	78948510 8/9/2006	3249672 6/5/2007

**Schedule A**  
**to Grant of Security Interest in Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
MICROFIBER TECHNOLOGIES Design 	US	78965974 9/1/2006	3631451 6/2/2009
MICROSCRUB	US	77330842 11/15/2007	3453581 6/24/2008
MIPRO Design <b>mipro</b>	US	71489976 10/15/1945	0435448 12/30/1947
PINCH'M	US	77108573 2/15/2007	3392613 3/4/2008
PRO-GUARD	US	73698738 12/3/1987	1543324 6/13/1989
PURAPAIL	US	78529680 12/9/2004	3099338 5/30/2006
SAFE-USE <b>SAFE - USE</b>	US	74627275 1/30/1995	1948804 1/16/1996
SELECT-AIRE	US	74221655 11/15/1991	1747807 1/19/1993
SMAZER	US	78743796 10/31/2005	3145504 9/19/2006
SPRAY ALERT	US	77330757 11/15/2007	3475500 7/29/2008
THE BIG BLOC	US	74725902 9/7/1995	2046633 3/18/1997
THIN BIN	US	77330793 11/15/2007	3556149 1/6/2009
TRIAD	US	75127925 7/1/1996	2224904 2/23/1999
TRIVU	US	75792777 9/7/1999	2411450 12/5/2000
ULTRA-SPRAY	US	74338808 12/10/1992	1800798 10/26/1993
VANGUARD	US	74038093 3/12/1990	1626012 12/4/1990
WHITE and Design 	US	72419407 3/24/1972	0963296 7/10/1973
WHITE and Design 	US	72419408 3/24/1972	0961921 6/26/1973
WHITE and Design 	US	72419409 3/24/1972	0962018 6/26/1973
WHITE and Design 	US	72419410 3/24/1972	0965022 7/31/1973

**Schedule A**  
**to Grant of Security Interest in Trademarks**

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
WHITE and Design 	US	72175534 8/26/1963	0765046 2/18/1964
WHITE MIPRO	US	73094389 7/23/1976	1085532 2/14/1978
CLEARVU ENCORE	Canada	119283000 10/3/2003	TMA682901 3/5/2007
IMPACT and Design 	Canada	131263300 8/3/2006	TMA716129 6/6/2008
MICROSCRUB	Canada	137783600 12/20/2007	TMA738453 4/21/2009
THIN BIN	Canada	142746200 2/5/2009	TMA765137 4/27/2010
WHITE Design 	Canada	036112900 2/6/1973	TMA195846 11/30/1973
IMPACT	CTM	784728 3/30/1978	784728 3/10/2000