

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
FNA IP HOLDINGS, INC.		04/30/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	135 South LaSalle Street
Internal Address:	Suite 925
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCOATION: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3986408	ELECTRIC CLEAN MACHINE
Registration Number:	4046566	POWERWASHER
Registration Number:	4107938	
Registration Number:	3986409	POWERWASHER ELECTRIC CLEAN MACHINE
Registration Number:	3958769	CLEAN MACHINE
Registration Number:	3346249	CLICK-N-CLEAN
Registration Number:	3206992	CLEANING CREW SERIES
Registration Number:	3223495	FLEXI-SQUEEGEE
Registration Number:	3086924	DIAL-N-WASH
Registration Number:	3134532	H2O POWERWASHBROOM
Registration Number:	3085406	FAIP
Registration Number:	2986543	THE WEEKENDER
Registration Number:	3142951	SMART TECH ON BOARD SELF DIAGNOSING SYST

CH \$740.00 3986408

Registration Number:	2949782	ACCESSORY TOOLS FOR YOUR POWERWASHER
Registration Number:	3564398	DELCO
Registration Number:	3437366	POWERFOAM
Registration Number:	3661366	CLEAN·A·BOUT
Registration Number:	3661342	CALIFORNIA KOMFORT
Registration Number:	3447465	MY OWN BIZ IN A BOX
Registration Number:	2738489	TASKMASTER
Registration Number:	2086273	AUTOMATIC TOTAL STOP
Registration Number:	2163594	POWER TRAC
Registration Number:	2469788	SIMPSON
Registration Number:	1672397	WATER SHOTGUN
Registration Number:	3990162	WATER SHOTGUN
Registration Number:	3393907	WATER BLASTER
Registration Number:	3946429	POWERBOOST
Registration Number:	4089216	POWERSWIVEL
Serial Number:	85905316	DELCO

CORRESPONDENCE DATA

Fax Number: 4155911400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (415) 591-1401
Email: trademarkny@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	1740.266
NAME OF SUBMITTER:	Becky Troutman
Signature:	/W&S/
Date:	05/08/2013

Total Attachments: 6
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TRADEMARK

TRADEMARK ASSIGNMENT

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of April 30, 2013, is made by FNA IP HOLDINGS, INC., an Illinois corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as agent for the equal and ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

The Grantor has executed and delivered that certain Loan and Security Agreement, dated as of April 30, 2013, in favor of Agent for the equal and ratable benefit of the Secured Parties (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"). The Grantor has pledged and granted to Agent a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations which have not been asserted), Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to Agent, on behalf of and for the benefit of the Secured Parties, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and all claims shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles except federal laws relating to national banks.

[Signature Page Follows]

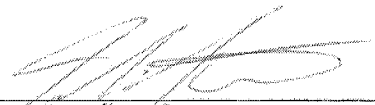
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FNA IP HOLDINGS, INC.

By: 
Name: W. S. Hanson
Title: President

[Signature Page to Trademark IP Assignment]

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: JOHN D. WINTERSONE
Title: V.P.

[Signature Page to Trademark IP Assignment]

TRADEMARK
REEL: 005023 FRAME: 0365

SCHEDULE A

U.S. AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	ELECTRIC CLEAN MACHINE	3,986,408	6/28/2011
United States	POWERWASHER	4,046,566	10/25/2011
United States	(Design Mark)	4,107,938	3/06/2012
United States	POWERWASHER ELECTRIC CLEAN MACHINE	3,986,409	6/28/2011
United States	CLEAN MACHINE	3,958,769	5/10/2011
United States	CLICK-N-CLEAN	3,346,249	11/27/2007
United States	CLEANING CREW SERIES	3,206,992	2/6/2007
United States	FLEXI-SQUEEGEE	3,223,495	3/27/2007
Canada	FLEXI-SQUEEGEE	TMA674,364	10/5/2006
United States	DIAL-N-WASH	3,086,924	4/25/2006
Europe	H2GO POWER CLEAN	4795019	12/20/2005
Mexico	H2GO POWER CLEAN	948494	8/25/2006
United States	H2GO POWERWASHBROOM	3,134,532	8/22/2006
Canada	H2GO POWERWASHBROOM	TMA682,318	2/23/2007
United States	FAIP	3,085,406	4/25/2006
United States	THE WEEKENDER	2,986,543	8/16/2005
United States	SMART TECH ON BOARD SELF DIAGNOSING SYSTEM	3,142,951	9/12/2006
United States	ACCESSORY TOOLS FOR YOUR POWERWASHER	2,949,782	5/10/2005
United States	DELCO	3,564,398	1/20/2009
United States	POWERFOAM	3,437,366	5/27/2008
United States	CLEAN.A.BOUT	3,661,366	7/28/2009
United States	CALIFORNIA KOMFORT	3,661,342	7/28/2009
United States	MY OWN BIZ IN A BOX	3,447,465	6/17/2008
United States	TASKMASTER	2,738,489	7/15/2003
United States	AUTOMATIC TOTAL STOP	2,086,273	8/5/1997
Canada	AUTOMATIC TOTAL STOP	TMA650,699	10/18/2005
United States	POWER TRAC	2,163,594	6/9/1998
United States	SIMPSON	2,469,788	7/7/2001
United States	WATER SHOTGUN	1,672,397	1/21/1992
United States	WATER SHOTGUN	3,990,162	7/5/2011
United States	WATER BLASTER	3,393,907	3/11/2008
United States	POWERBOOST	3,946,429	4/12/2011
United States	POWERSWIVEL	4,089,216	1/17/2012

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>
United States	DELCO	85/905,316	04/16/2013