

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
Fort Wayne Plastics, Inc.		02/19/2014	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe, Floor 20 East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1919757	CANINE COTTAGE	
CORRESPONDENCE DATA			
Fax Number:	3146127874		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-444-7600		
Email:	tbranson@lewisrice.com		
Correspondent Name:	Terri Branson		
Address Line 1:	600 Washington Ave., Suite 2500		
Address Line 2:	Lewis, Rice & Fingersh, L.C.		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	107218.60368		
NAME OF SUBMITTER:	Terri Branson		
Signature:	/Terri Branson/		

OP \$40.00 1919757

Date:

02/20/2014

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of February 19, 2014, and is by Fort Wayne Plastics, Inc., an Indiana corporation ("**Grantor**"), in favor of BMO Harris Bank N.A. ("**Lender**").

### RECITALS

A. Katy Industries, Inc., a Delaware corporation, Continental Commercial Products, LLC, a Delaware limited liability company, 2155735 Ontario Inc., an Ontario corporation and CCP Canada, Inc., and Ontario corporation (individually and collectively, the "Original Borrowers") entered into that certain Credit and Security Agreement with Grantor, as modified by that certain Joinder Agreement dated as of the date hereof, which added FTW Holdings, Inc., a Delaware corporation and Grantor, as borrowers (as amended by the Joinder Agreement and as the same may be amended, restated, modified or otherwise supplemented and in effect from time to time, the "**Credit Agreement**"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

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

C. Pursuant to the Credit Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the

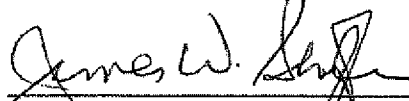
**“Trademark Collateral”**). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“**PTO**”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

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

**Fort Wayne Plastics, Inc.**, an Indiana corporation

By:   
James W. Shaffer  
Chief Financial Officer

Acknowledged:

**BMO Harris Bank N.A.**

By: \_\_\_\_\_  
Jason Hoefler  
Director

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By: \_\_\_\_\_  
James W. Shaffer  
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Jason Hoefler  
Director

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Application (Serial)/ Registration No.	Date of Filing/ Registration	Country	Last Reported Owner
CANINE <b>COTTAGE</b>	Reg. #1,919,757	9/19/95	US	FTW Plastics, Inc. renamed Fort Wayne Plastics, Inc.