

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337465

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Continental Commercial Products, LLC		04/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe		
<b>Internal Address:</b>	Floor 20 East		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4186880	FUNDAMENTALS	
<b>Registration Number:</b>	4190777	REDEFINING STORAGE	
<b>Serial Number:</b>	86299054	MAGIC MOP	
<b>Serial Number:</b>	86187354	TUFF CAN	
<b>Serial Number:</b>	86187359	PRO TUFF	
<b>Serial Number:</b>	86334693	BULLETPROOF	
<b>Serial Number:</b>	86347888	ERGOTOTE	
<b>Serial Number:</b>	86364252	SILVER WOLF	
<b>Serial Number:</b>	86374450	MICROSPIN	
<b>Serial Number:</b>	86374454		
<b>Registration Number:</b>	3148509	FIBER NATURALS	
<b>Registration Number:</b>	1654164	TRADESMAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146127874		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3144447600		
<b>Email:</b>	tbranson@lewisrice.com		
<b>TRADEMARK</b>			

OP \$315.00 4186880

**Correspondent Name:** Terri Branson  
**Address Line 1:** 600 Washington Ave., Suite 2500  
**Address Line 2:** Lewis Rice LLC  
**Address Line 4:** St. Louis, MISSOURI 63101

**ATTORNEY DOCKET NUMBER:** 107218.60368

**NAME OF SUBMITTER:** Terri Branson

**SIGNATURE:** /Terri Branson/

**DATE SIGNED:** 04/07/2015

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of April 7, 2015 and is by Continental Commercial Products, LLC, a Delaware limited liability company ("**Grantor**"), in favor of BMO Harris Bank N.A. ("**Lender**").

### RECITALS

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

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

C. Pursuant to the Credit Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired 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

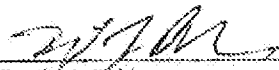
the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

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.

**Continental Commercial Products, LLC**

By:   
\_\_\_\_\_  
David J. Feldman  
Chief Executive Officer

Acknowledged

**BMO Harris Bank N.A.**

By: \_\_\_\_\_  
Jason Hoeller  
Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT  
OF CONTINENTAL COMMERCIAL PRODUCTS, LLC

**TRADEMARK**  
**REEL: 005493 FRAME: 0570**

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.

**Continental Commercial Products, LLC**

By: \_\_\_\_\_  
David J. Feldman  
Chief Executive Officer

Acknowledged:

**BMO Harris Bank N.A.**


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

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT  
OF CONTINENTAL COMMERCIAL PRODUCTS, LLC

**TRADEMARK**  
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SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Application No. (Serial)/ Registration No.	Date of Filing/ Registration	Jurisdiction
FUNDAMENTALS	Reg. No. 4,186,880	8/7/2012	US
REDEFINING STORAGE	Reg. No. 4,190,777	8/14/2012	US
MAGIC MOP	App. No. 86/299,054	6/3/2014	US
TUFF CAN	App. No. 86/187,354	2/7/2014	US
PRO TUFF	App. No. 86/187,359	2/7/2014	US
BULLETPROOF	App. No. 86/334,693	7/11/2014	US
ERGOTOTE	App. No. 86/347,888	7/25/2014	US
SILVER WOLF	App. No. 86/364,252	8/12/2014	US
MICROSPIN	App. No. 86/374,450	8/22/2014	US
	App. No. 86/374,454	8/22/2014	US
FIBER NATURALS	Reg. No. 3,148,509	9/26/2006	US
TRADESMAN	Reg. No. 1,654,164	8/20/1991	US