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TRADEMARK ASSIGNMENT COVER SHEET

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NATURE OF CONVEYANCE: FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEANING TECHNOLOGIES GROUP, LLC		12/21/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FIRST FINANCIAL BANK, NATIONAL ASSOCIATION
Street Address:	255 EAST FIFTH STREET
Internal Address:	SUITE 700
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45202
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4513355	BLACKSTONE-NEY ULTRASONICS CLEANING TECH
Registration Number:	4517010	CLEANING TECHNOLOGIES GROUP RANSOHOFF ·
Registration Number:	4504013	CTG ASIA CLEANING TECHNOLOGIES GROUP
Registration Number:	4500333	RANSOHOFF CLEANING TECHNOLOGIES GROUP

CORRESPONDENCE DATA

Fax Number: 2025339099

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.

Phone: 202-467-8800

Email: jspiantanida@vorys.com

Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS
Address Line 2: ATTN: TANYA MARIE CURCIO
Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	059684-103/1707/1stAmdTSA	
NAME OF SUBMITTER:	Julie S. Piantanida	
SIGNATURE:	/julie piantanida/	
DATE SIGNED:	12/22/2016	

Total Attachments: 4

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First Financial Bank, National Association Borrowers: Cleaning Technologies Group, LLC and NMGG CTG LLC Loan Numbers: 820106409 and 820112241

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "<u>Amendment</u>") is made and entered into as of December 21, 2016 (the "<u>Effective Date</u>"), by and between **CLEANING TECHNOLOGIES GROUP**, **LLC**, a Delaware limited liability company ("<u>Debtor</u>"), whose principal place of business and mailing address is 4933 Provident Drive, Cincinnati, Ohio 45246, and **FIRST FINANCIAL BANK**, **NATIONAL ASSOCIATION**, a national banking association ("Lender"), located at 255 East Fifth Street, Suite 700, Cincinnati, Ohio 45202, and is as follows:

Preliminary Statements

- A. Debtor and Lender are parties to that certain Amended and Restated Loan Agreement dated as of July 19, 2016 (as the same may be amended, restated, supplemented, modified or otherwise revised from time to time, the "Loan Agreement"), which amended and restated that certain Loan Agreement between Debtor and Lender dated as of October 1, 2012 (the "Existing Loan Agreement"). In connection with the Existing Loan Agreement, Debtor and Lender entered into a Trademark Security Agreement dated as of October 1, 2012 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Trademark Security Agreement").
- B. In connection with the Loan Agreement, Debtor and Lender have agreed to amend the Trademark Security Agreement to add new trademarks that have been registered by Debtor since the date thereof. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Loan Agreement, as applicable.
- C. It is a condition precedent to the obligation of Lender to continue to extend credit accommodations pursuant to the terms of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) that this Amendment be executed and delivered by Debtor to Lender.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Debtor hereby agree as follows:

1. Amendment to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby (a) amended by deleting the following Trademark:

SURE CLEAN	76/342,391	2,763,413	09/16/2003

and (b) supplemented by the addition of the document attached hereto and made a part hereo as <u>Supplement to Schedule I</u>, to be attached at the end of the existing <u>Schedule I</u> to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the <u>Supplement to Schedule I</u> attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

- 2. <u>Default</u>. Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Loan Agreement).
- 3. <u>Continuing Effect of Trademark Security Agreement; Reaffirmation of Security</u>. Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the Trademark Collateral granted pursuant to the Trademark Security Agreement or any other Loan Document. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Lender on the Trademark Collateral (including, without limitation, the Trademarks set forth on the <u>Supplement to Schedule I</u> attached hereto) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to

Lender on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

- 4. One Agreement; References; Electronic Signature. The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.
- 5. <u>Captions</u>. The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.
- **6.** <u>Counterparts.</u> This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.
- 7. <u>Governing Law</u>. All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

First Financial Bank, National Association Borrowers: Cleaning Technologies Group, LLC and NMGG CTG LLC Loan Numbers: 820106409 and 820112241

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

BORROWER:

CLEANING TECHNOLOGIES GROUP, LLC

Bernard A. Bosse, Jr., President and Chief

Executive Officer

first financial bank, national association

Thomas J. Fischer, Vice President

SIGNATURE PAGE TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

First Financial Bank, National Association Borrowers: Cleaning Technologies Group, LLC and NMGG CTG LLC Loan Numbers: 820106409 and 820112241

SUPPLEMENT TO SCHEDULE I

Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date
BLACKSTONE-NEY ULTRASONICS CLEANING TECHNOLOGIES GROUP	85790089	11/29/2012	4513355	04/15/2014
	85790090	11/29/2012	4517010	04/22/2014
	85790087	11/29/2012	4504013	04/01/2014
	85790081	11/29/2012	4500333	03/25/2014

TRADEMARK
REEL: 005950 FRAME: 0186

RECORDED: 12/22/2016