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07-17-1998



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of

100798251

attached original documents or copy thereof.

1. Name of conveying party(ies):
COVERALL NORTH AMERICA, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: ALLIED CAPITAL CORPORATION

Internal Address: _____
Street Address: 401 N. Michigan Avenue
City: Chicago State: IL ZIP: 60611

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Maryland
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 7, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75,330,805
75/084623
75/249280

B. Trademark Registration No.(s)
2,155,399 1,931,173
2,075,333
1,991,930

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cheri Costa
Internal Address: c/o Altheimer & Gray
Street Address: 10 South Wacker Drive
Suite 4000
City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

07/15/1998 SSNITH 00000017 75330805

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 150.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cheri Costa
Name of Person Signing

Signature

7/9/98
Date

Total number of pages including cover sheet, attachments, and document: 21

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1762 FRAME: 0304

THIS TRADEMARK SECURITY AGREEMENT, THE LIENS GRANTED HEREIN AND THE INDEBTEDNESS SECURED BY THE LIENS GRANTED HEREIN WILL BE SUBJECT TO AND SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF JULY 7, 1998 (AS AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") BETWEEN ALLIED CAPITAL CORPORATION AND LASALLE NATIONAL BANK, AS AGENT FOR CERTAIN BANKS, TO THE SENIOR INDEBTEDNESS AS DEFINED THEREIN; AND EACH SUCCESSOR TO THE LENDER (AS DEFINED BELOW), BY ACCEPTANCE OF ANY ASSIGNMENT HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**") is made this 7 day of July 1998, between **COVERALL NORTH AMERICA, INC.**, a Delaware corporation having its principal place of business at 3111 Camino del Rio North, Suite 950, San Diego, California 92108 ("**Debtor**"), and **ALLIED CAPITAL CORPORATION**, a Maryland corporation having an office at 401 N. Michigan Avenue, Chicago, Illinois 60611 ("**Lender**").

RECITALS

1. Assignor, Coverall Acquisition, L.L.C. and Lender have entered into that certain Subordinated Loan Agreement dated as of June 30, 1998 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "**Loan Agreement**") pursuant to and subject to the terms and conditions of which Lender has agreed to make loans and other financial accommodations to Assignor. All capitalized terms which are not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. It is a condition precedent to Lender's obligations to enter into the Loan Agreement that Debtor execute and deliver certain documents and instruments, including but not limited to, this Trademark Security Agreement.

NOW, THEREFORE, in order to induce Lender to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Debtor and Lender hereby agree as follows:

1. **Grant of Security Interests.** To secure Borrower's Obligations, Debtor hereby pledges and grants to Lender a continuing security interest in and lien upon all of the following property of Assignor, whether now owned or existing or hereafter acquired (collectively, the "**Collateral**"):

a. all trademarks, trade names, trademark registrations and trademark applications, and all renewals thereof, including, without limitation, the trademark registrations and applications listed on **Exhibit A** attached hereto and made a part hereof (as the same may be amended from time to time, together with all rights corresponding thereto throughout the world, hereinafter collectively referred to as the "**Trademarks**");

b. the goodwill of Assignor's business connected with and symbolized by the Trademarks; and

c. all proceeds of the foregoing.

Notwithstanding the foregoing or anything else contained in this Trademark Security Agreement to the contrary, unless and until Lender exercises the rights and remedies accorded to it hereunder and by law with respect to the realization upon its security interest in and collateral assignment of the Collateral, Debtor shall own, and may use and enjoy the Collateral in connection with its business operations, but with respect to all Collateral being used in Assignor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Collateral.

2. **Assignor's Representations and Warranties.** Debtor represents and warrants that:

a. Each of the Trademarks material to the conduct of Assignor's business is, to the best of its knowledge, subsisting and has not been adjudged invalid or unenforceable;

b. **Exhibit A** hereto sets forth a true and complete list of all Trademarks owned or used by Debtor as of the date hereof;

c. Upon filing of this Trademark Security Agreement in the United States Patent and Trademark Office and upon the filing of UCC-1 financing statements delivered to Lender pursuant to the Loan Agreement, this Trademark Security Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against Debtor and all third Persons in accordance with its terms;

d. No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

e. Debtor has the unqualified right to enter into this Trademark Security Agreement and perform its terms; and

f. Debtor is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third Persons, except for Permitted Liens and the security interest granted hereunder;

3. **Assignor's Covenants.** Debtor covenants and agrees that:

a. Debtor will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Trademark Security Agreement;

b. Debtor has used and will continue to use for the duration of this Trademark Security Agreement, proper statutory notice as required by law in connection with its use of the Trademarks;

c. Debtor shall not abandon any of the Trademarks material to the conduct of Assignor's business or the registrations or applications therefor without Lender's prior written consent which consent shall not be unreasonably withheld.

4. **Lender's Right to Inspection.** Debtor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto to the same extent permitted under Section 6.2 of the Loan Agreement.

5. **No Licensing.** Debtor agrees that, until all of Borrower's Obligations (other than contingent or indemnification obligations to Lender arising under any of the Loan Instruments) have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with Assignor's duties under this Trademark Security Agreement.

6. **After-Acquired Property; Further Assurances.** If, before Borrower's Obligations (other than contingent or indemnification obligations to Lender arising under any of the Loan Instruments) have been satisfied in full, Debtor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of **paragraph 2** hereof shall automatically apply thereto, and Debtor shall give to Lender prompt notice thereof in writing. Debtor authorizes Lender to modify this Trademark Security Agreement by amending **Exhibit A** to include any future trademarks and trademark applications within the definition of Trademarks under **paragraph 2** or **paragraph 7** hereof. Debtor agrees to execute such further papers and to do such other acts as may be necessary and proper to perfect or continue the perfection of Lender's security interest in all of the Collateral.

7. **Lender's Rights after Event of Default.** Subject to the Subordination Agreement, Secured Party shall have all of the rights and remedies of a secured party under the Code and all other rights and remedies accorded to Secured party at equity or law, including, without limitation, the right to apply for and have a receiver appointed by a court of competent jurisdiction to manage, protect and preserve the Collateral, to continue operating the Business of Debtor and to collect all revenues and profits thereof. To the extent permitted by applicable law, any notice of sale or other

disposition of Collateral given not less than ten (10) days prior to such proposed action shall constitute reasonable and fair notice of such action. To the extent permitted by applicable law, Secured Party may postpone or adjourn any such sale from time to time by announcement at the time and place of sale stated in the notice of sale or by announcement of any adjourned sale, without being required to give a further notice of sale. Any such sale may be for cash or, unless prohibited by applicable law, upon such credit or installment terms as Secured Party shall determine. Any such sale may be made for such price and upon such terms and conditions as Secured Party may deem best in its exercise of its commercially reasonable discretion. To the extent permitted by applicable law, Debtor shall be credited with the net proceeds of such sale only when such proceeds actually are received by Secured Party in Good Funds. Despite the consummation of any such sale, Debtor shall remain liable for any deficiency on Borrower's Obligations which remains outstanding following any such sale. All net proceeds received pursuant to a sale shall be applied in the manner set forth in **Section 8.4** of the Loan Agreement. Debtor hereby expressly waives all rights of appraisal, whether before or after the sale or other disposition, and any right of redemption after the sale or other disposition. Debtor shall have the right to redeem any and all of the Collateral up to the time of the sale by paying to the full amount of the Borrower's Obligations, together with all costs incurred by Secured Party in collecting such amounts or in enforcing their rights and remedies hereunder, and any other amounts then due and owing.

8. **Attorney-in Fact.** Debtor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as Assignor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other Person. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of Borrower's Obligations (other than contingent or indemnification obligations to Lender arising under any of the Loan Instruments) shall have been satisfied in full and the Loan Agreement shall have been terminated.

9. **Termination.** At such time as all of Borrower's Obligations shall have been satisfied finally and in full (other than contingent or indemnification obligations to Lender arising under any of the Loan Instruments) and the Loan Agreement shall have been terminated, Lender shall execute and deliver to Debtor all releases and other instruments necessary to promptly terminate Lender's security interest in the Collateral.

10. **Fees and Expenses.** Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Trademark Security Agreement and all other documents relating hereto

and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Debtor (it being the intent of Debtor and Lender that Debtor shall be responsible for the payment of all sums, fees, costs and expenses, including without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender, shall be paid by Debtor on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

11. Protection of Collateral. Debtor shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. Debtor shall have the duty to prosecute diligently any trademark application of the Trademarks material to the conduct of Assignor's business pending as of the date of this Trademark Security Agreement or thereafter until Borrower's Obligations (other than contingent or indemnification obligations to Lender arising under any of the Loan Instruments) shall have been paid in full, to make federal application on registrable but unregistered Trademarks material to the conduct of Assignor's business, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks material to the conduct of Assignor's business. Any expenses incurred in connection with such applications or proceedings shall be borne by Assignor. Debtor shall not abandon any right to file a trademark application material to the conduct of Assignor's business, or any pending trademark application or trademark material to the conduct of Assignor's business without the consent of Lender which consent shall not be unreasonably withheld.

12. Lender May Prosecute. After the occurrence and during the continuation of an Event of Default notwithstanding anything to the contrary contained in **paragraph 11** hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license thereunder, in which event Debtor shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the successful exercise of Lender's rights under this **paragraph 12**. Nothing herein shall be deemed to prohibit Debtor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit. If Debtor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Debtor agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in successfully prosecuting, defending or maintaining the Trademarks material to the conduct of its business or Lender's interest therein pursuant to this Trademark Security Agreement.

13. **No Waiver: Remedies Cumulative.** No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. **Severability.** The provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

15. **Miscellaneous.** This Trademark Security Agreement is subject to modification only by a writing signed by the parties, except as provided in **paragraph 6** hereof. The benefits and burdens of this Trademark Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of Assignor. Debtor shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender. Notice of acceptance hereof is hereby waived by Assignor.

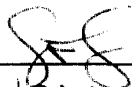
16. **Governing Law.** This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

17. **Waiver of Jury Trial.** Debtor and Lender each waives to the fullest extent permitted by applicable law the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Trademark Security Agreement or the Collateral.

[signature page follows]

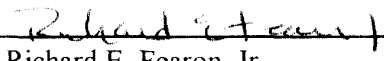
WITNESS the execution hereof under seal as of the day and year first above written.

COVERALL NORTH AMERICA, INC.

By: 
Name: Steven Gray
Title: Vice President

Accepted:

ALLIED CAPITAL CORPORATION

By: 
Richard E. Fearon, Jr.
Principal

STATE OF ILLINOIS)
 DUPAGE) ss.:
COUNTY OF ~~COOK~~)

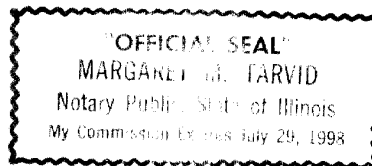
BEFORE ME, the undersigned authority, on this day personally appeared Steven,
GROYA of Coverall North America, Inc., to me known to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the
purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed
of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 7th day of July, 1998.

Margaret M. Farvid

Notary Public
My Commission Expires

NOTARIAL SEAL



STATE OF ILLINOIS)
 D. F. G. E.) ss.:
COUNTY OF ~~COOK~~)

BEFORE ME, the undersigned authority, on this day personally appeared Richard E. Fearon, Jr., Principal of Allied Capital Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 7th day of July, 1998.

Margaret W. Tarvid

Notary Public
My Commission Expires

NOTARIAL SEAL

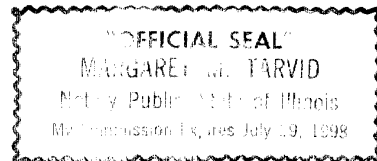


EXHIBIT A
to
Trademark Security Agreement

TRADEMARKS

(See attached.)

COVERALL TRADE MARK REGISTRATIONS

State	Date First Used	Orig. Reg. Date	Date Reg'd/ Renewed	Date Expired	Certificate Number	Notes
Alabama	11/1/86	4/11/88	4/11/98	4/11/08	103585	
Alaska						Only actual names of products can be registered.
Arizona	9/1/88		8/14/95	8/14/05	036074	
Arkansas	11/1/86		4/5/98	4/5/03	105-88	
California	10/1/83	12/13/83	12/13/93	12/13/03	18309	5/7/96 Assignment from Alex Roudi to CNA
Canada			4/5/91	4/5/06	TMA382693	
Colorado	8/1/86	8/8/86	8/8/96	8/8/06	T31345	File # 851031345
Connecticut	10/87	2/27/89	2/27/89	2/27/99	7459	
Delaware	2/85		6/6/95	6/6/05		
District of Columbia						Does not register trademarks because it is not a state.
Florida		8/20/86	8/20/96	8/20/06	T05649	
Georgia	6/88		7/30/93	7/30/03 7/30/07	S-12864 S-12866	Two registrations, Class 2 and Class 4.
Hawaii		9/3/96	9/2/97	9/2/07	208956	
Idaho	11/1/86		4/5/98	4/5/08	12305	The number on the Certificate is the File Number.
Illinois		9/22/86	9/22/96	9/22/06	59011	
Indiana						Per Joyce, do not register.
Iowa		4/14/88	4/14/98	4/14/03	8811	
Kansas	10/1/86	10/29/96	10/29/96	10/29/06	N/A	
Kentucky	11/1/86	4/26/88	3/27/98	3/27/03	11369	
Louisiana		10/27/86	10/27/96	10/27/06	44-2099	
Maine		4/4/88	4/4/98	4/4/08	19880248M	Number is File Number on application - no number on Certificate.
Maryland	9/86	10/86	10/6/96	10/6/06	1996/00041	
Massachusetts		11/3/86	11/3/96	11/3/06	39175	
Michigan	10/18/86	10/29/86	10/29/96	10/29/06	M48-053	
Minnesota	10/18/86	8/30/89	8/30/89	8/30/99	15078	
Mississippi	10/18/86	11/19/86	11/19/96	11/19/06	N/A	
Missouri	6/85	8/14/85	8/14/95	8/13/05	S8770	

TRADEMARK

Montana		4/5/88	4/5/98	4/5/08	114 (15)-15245	Number on correspondence, not on Certificate.
Nebraska	11/1/86	4/6/88	4/6/98	4/6/08	87786	
Nevada		11/4/86	11/4/96	11/4/01	U004149	Number is Receipt Number.
New Hampshire	10/86	10/27/86	10/28/96	10/28/06	N/A	
New Jersey	10/86	7/11/89	7/11/89	7/11/99	N/A	
New Mexico			6/15/95	6/15/05	TK95081503	
New York	10/86		10/31/96	10/31/06	S-15281	
North Carolina			2/27/89	2/27/99	T-8001	Number on correspondence, not on Certificate.
North Dakota			4/5/98	4/5/03	2884	File contains two certificates. - Tradename.
Ohio		10/5/87	10/5/87	10/5/07	SM64864	
Oklahoma		10/27/86	10/27/96	10/27/01	28197	
Oregon		11/13/86	11/13/96	11/13/01	S-21215	
Pennsylvania	10/86	10/27/86 * 6/2/97	6/2/97	6/2/07	2758406	Trademark lapsed from 10/27/96 to 6/2/97
Rhode Island		3/17/88	3/17/98	3/17/08	88-3-12	
South Carolina			10/28/96	10/28/01	N/A	
South Dakota	11/1/86	4/5/88	4/5/98	4/5/02	N/A	
Tennessee	10/15/86	12/10/86	12/10/96	12/10/06	N/A	Also "Coverall of Memphis", locator #2951 1413 Which expires 2/1/05.
Texas		4/25/88	3/16/98	4/25/08	48372	
Utah	10/86	5/22/95	05/22/95	05/22/05	035818	
Vermont						Only actual names of products can be registered.
Virginia	9/1/86	4/15/86	4/15/96	9/25/06	N/A	
Washington	5/15/86	7/14/86	4/1/96	4/1/02	16607	The number on the Certificate is the File Number.
West Virginia		4/6/88	4/6/88	Does not expire	N/A	
Wisconsin			12/25/91	12/25/01	N/A	
Wyoming	11/1/86	4/5/88	4/5/98	4/5/03	88-247-586	File number on application.

N/A Service Marks are filed by name and no Certificate Numbers are issued.

As of May 28, 1998

COVERALL NORTH AMERICA, INC. FOREIGN TRADEMARK LISTING - PENDING AND REGISTERED MARKS									
COUNTRY	MARK NAME	TRADEMARK STATUS	APL NUMBER & DATE	REG NUMBER & DATE	CLASS	SHORT DESCRIPTION OF GOODS/SERVICES	Responsible Agent Reference Number	Renewal Dates	
ARGENTINA	COVERALL	PENDING (Opposed by 3rd party)	1928692 07/19/94		35	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT	11670-010, K.C.		
	COVERALL	PENDING	1928691 07/19/94		42	JANITORIAL SERVICES	11670-009, KMC		
AUSTRALIA	COVERALL	REGISTERED (used by other Coverall in Melbourne)	00656672 04/28/95	656672 (amalgamated) 04/28/95	35 & 37	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT AND CLEANING SERVICES	SPRUSON & FERJUSON	04/28/05	
	COVERALL CLEANING CONCEPTS	REGISTERED	522768 11/08/89	8522768 RENEWED 02/13/92 5/96	37	CLEANING SERVICES	SPRUSON & FERJUSON REF. 125877/A (NOTE: Non-use within 3 years may compromise registration)	08/11/06	
BENELUX	COVERALL CLEANING CONCEPTS	REGISTERED	776008 02/17/92	511965 02/17/92	35 & 37	BUSINESS SERVICES CLEANING SERVICES	VRIEDENDORP & GAUDE (NOTE: Non-use may compromise registration)	02/17/02	
BRAZIL	COVERALL CLEANING CONCEPTS	REGISTERED	916992769 12/22/92	816992769 09/20/94	37 (54)	CLEANING SERVICES	PINHEIRO, NUNES, ARNALDO & SCATAMBURLO REF. 29.1171.000 (NOTE: Non-use may have compromised registration, therefore we refilled)	09/20/04	
	COVERALL CLEANING CONCEPTS	PENDING	819436542 08/28/96		37 (54)	CLEANING SERVICES			
	COVERALL CLEANING CONCEPTS	PENDING	819436534 08/28/96		40 (32)	CLEANING SERVICES			

COVERALL NORTH AMERICA, INC. FOREIGN TRADEMARK LISTING - PENDING AND REGISTERED MARKS										
COUNTRY	MARK NAME	TRADEMARK STATUS	APL NUMBER & DATE	REG NUMBER & DATE	CLASS	SHORT DESCRIPTION OF GOODS/SERVICES	Responsible Agent Reference Number	Renewal Dates		
CANADA	COVERALL CLEANING CONCEPTS	REGISTERED	646438	12/07/89	TMA382693	04/05/91	N/A	BUSINESS MANAGEMENT SERVICES AND JANITORIAL OPERATIONS	SHAPIRO, COHEN, ANDREWS, FINLAYSON REF: 3-6370	04/05/06
		REGISTERED	734413	08/05/93	TMA431310	07/29/94	N/A	BUSINESS MANAGEMENT SERVICES AND JANITORIAL OPERATIONS	OSLER, HOSKIN & HARCOURT	07/29/09
	COVERALL	PENDING	276775	06/13/94	5/13/97 - Accepted for reg 476 022	35	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT	K.M.C		
	COVERALL	PENDING	290075	10/31/94	5/13/97 - Accepted for reg 476 052	36	JANITORIAL SERVICES	11670-011, K.M.C		
	COVERALL	REGISTERED	236260	10/15/93	414 519	37		(NOTE: Assignment)	10/15/03	
CHINA	COVERALL	REGISTERED	94103607	10/12/94	88371786	10/14/96	35	BUSINESS MANAGEMENT, MARKET SUPPORT SERVICES AND CUSTOMER SUPPORT SERVICES	11670-024, K.M.C. (NOTE: Non-use within 3 years may compromise registrations)	10/13/06
		REGISTERED	94103608	10/12/94	865801	08/21/96	36	CREDIT FOR PROCURING EQUIPMENT SERVICES, LEASING SERVICES, BILLING, AND COLLECTION SERVICES	11670-035, K.M.C	08/20/06
	COVERALL	REGISTERED	94103609	10/12/94	867857	08/28/96	41	BUSINESS MANAGEMENT TRAINING SERVICES	11670-036, K.M.C	08/27/06
	COVERALL	REGISTERED	94103610	10/12/94	863936	08/14/96	42	JANITORIAL SERVICES AND CASH FLOW PROTECTION SERVICES	11670-024, K.M.C	08/13/06

COVERALL NORTH AMERICA, INC. FOREIGN TRADEMARK LISTING - PENDING AND REGISTERED MARKS									
COUNTRY	MARK NAME	TRADEMARK STATUS	APL NUMBER & DATE	REG NUMBER & DATE	CLASS	SHORT DESCRIPTION OF GOODS/SERVICES	Responsible Agent Reference Number	Renewal Dates	
COSTA RICA	COVERALL	REGISTERED	102494 10/24/94	90 624 03/16/96	35	MARKETING ASSISTANCE	11670-033, K.M.C.	03/16/05	
	COVERALL	REGISTERED	102494 10/24/94	90 627 03/16/96	36	FINANCIAL SERVICES FOR FRANCHISE OWNERS	11670-036, K.M.C.	03/16/05	
	COVERALL	REGISTERED	052694 05/26/94	88 950 10/24/94	37	JANITORIAL SERVICES	11670-013, K.M.C.	10/24/04	
	COVERALL	REGISTERED	052694 05/26/94	90 175 02/16/96	42	BUSINESS & MANAGEMENT, TECHNICAL ASSISTANCE AND FRANCHISE SUPPORT	11670-012, K.M.C.	02/16/05	
FRANCE	COVERALL CLEANING CONCEPTS	REGISTERED	166633 11/20/89	1624302 11/20/89	35 & 37	BUSINESS SERVICES CLEANING SERVICES	CABINET BEAU DE LONENIE	11/20/99	
GERMANY	COVERALL CLEANING CONCEPTS	REGISTERED	C39 79535Wz 11/08/89	2, 913, 384 08/23/96	35, 37, & 42	BUSINESS SERVICES CLEANING SERVICES	DROSTE KILLIUS (we won an appeal) Non-use by 8/2001 could compromise registration	11/30/99	
GREECE	COVERALL CLEANING CONCEPTS	REGISTERED	108299 03/26/92	108299 05/17/96	3 & 5	SOAPS ETC	VOSEMBERG-VRETOS	03/26/02	
	COVERALL	REGISTERED	124566 10/22/96 (accepted by decision) 05/31/95	124566 12/17/97	35 & 37	JANITORIAL SERVICES, BUSINESS MANAGEMENT & FRANCHISE SUPPORT	VOSEMBERG-VRETOS	05/31/05	
HONG KONG	COVERALL	REGISTERED	9410880 09/17/94	B1102896 12/06/96	35	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT SERVICES	11670-032, K.M.C.	09/17/01	
	COVERALL	REGISTERED	9410889 09/17/94	B1077596 11/27/96	37	JANITORIAL SERVICES	11670-031, K.M.C.	09/17/01	
INDONESIA	COVERALL	REGISTERED	15315 08/24/94	349208 1/15/97	35	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT	11670-026, K.M.C.	8/24/04	
	COVERALL	REGISTERED	15314 08/24/94	345155 12/18/96	37	JANITORIAL SERVICES	11670-025, K.M.C.	8/24/04	

COVERALL NORTH AMERICA, INC. FOREIGN TRADEMARK LISTING - PENDING AND REGISTERED MARKS									
COUNTRY	MARK NAME	TRADEMARK STATUS	APL NUMBER & DATE	REG NUMBER & DATE	CLASS	SHORT DESCRIPTION OF GOODS/SERVICES	Responsible Agent Reference Number	Renewal Dates	
IRELAND	COVERALL	PENDING	2256/95 04/03/95		37	JANITORIAL SERVICES	11670041, K.M.C.		
	COVERALL	PENDING	2257/95 04/03/95		42	BUSINESS MANAGEMENT AND SUPPORT	11670042, K.M.C.		
ISRAEL	COVERALL CLEAN; IG CONCEPTS	PENDING	109.909 01/24/97		35	FRANCHISE SERVICES	ARENT, FOX, KINTNER, PLOTKIN & KAHN		
	COVERALL CLEANING CONCEPTS	PENDING	109.910 01/24/97		37	COMMERCIAL BUILDING MAINTENANCE SERVICES	ARENT, FOX, KINTNER, PLOTKIN & KAHN		
ITALY	COVERALL CLEANING CONCEPTS	REGISTERED	M92C00/40 02/27/92	4/89860/m 12/27/94	35 & 37	BUSINESS SERVICES CLEANING SERVICES	OFFICE GREGORI REF. 4/89860	02/28/02	
JAPAN	COVERALL CLEANING CONCEPTS	REGISTERED	132177/89	2379576 02/28/92	4	SOAPS, ETC	ASAMURA PATENT OFFICE REF. FM-00523SP	02/01/06	
	COVERALL	REGISTERED	49831/96 05/9/96	4109214 01/30/98	35	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT SERVICES	K.M.C.	07/31/07	
	COVERALL	REGISTERED	49830/96 05/9/96	4071506 10/17/97	37	JANITORIAL SERVICES	K.M.C.	10/17/07	
MALAYSIA	COVERALL OFFICE CLEANING CONCEPTS	PENDING as of 7/21/97	113466/97 5/6/97		37	CLEANING SERVICES	ARENT, FOX, KINTNER, PLOTKIN & KAHN		
	COVERALL	PENDING	96/105/98 09/06/96		16	PRINTED MATTER AND PUBLICATIONS (No service mark class in Malaysia)	ARENT, FOX, KINTNER, PLOTKIN & KAHN		
MEXICO	COVERALL	REGISTERED	210378 08/31/94	479677 11/17/94	35	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT	11670-019 K.M.C. (NOTE: Non-use within 3 years may compromise registration)	08/31/04	

COVERALL NORTH AMERICA, INC. FOREIGN TRADEMARK LISTING - PENDING AND REGISTERED MARKS									
COUNTRY	MARK NAME	TRADEMARK STATUS	APL NUMBER & DATE	REG NUMBER & DATE	CLASS	SHORT DESCRIPTION OF GOODS/SERVICES	Responsible Agent Reference Number	Renewal Dates	
MEXICO	COVERALL	REGISTERED	210377 08/31/94	481122 11/30/94	37	JANITORIAL SERVICES	11670-018, K.M.C. (Important: A license must be recorded with the Registrar of Trademarks)	08/31/04	
NEW ZEALAND	COVERALL CLEANING CONCEPTS	PENDING	263.900 06/25/96		35	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT	ARENT, FOX, KINTNER, PLOTKIN & KAHN		
	COVERALL CLEANING CONCEPTS	PENDING	263.901 06/25/96		37	JANITORIAL SERVICES	ARENT, FOX, KINTNER, PLOTKIN & KAHN		
PHILIPPINES	COVERALL	ON HOLD			37	JANITORIAL SERVICES	11670-027, K.M.C. (NOTE: Actual use required to register)		
	COVERALL	ON HOLD			42	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT	11670-029, K.M.C. (NOTE: Actual use required to register)		
PORTUGAL	COVERALL CLEANING CONCEPTS	REGISTERED	281.046 03/06/92	281046H 11/25/93	37	CLEANING SERVICES	GASTAO DA CUNHA FERREIRA LDA REF: A12846439 (NOTE: Subject to cancellation by a third party for non-use.)	11/25/03	

COVERALL NORTH AMERICA, INC. FOREIGN TRADEMARK LISTING - PENDING AND REGISTERED MARKS										
COUNTRY	MARK NAME	TRADEMARK STATUS	APL NUMBER & DATE	REG NUMBER & DATE	CLASS	SHORT DESCRIPTION OF GOODS/SERVICES	Responsible Agent Reference Number	Renewal Dates		
PUERTO RICO	COVERALL	REGISTERED	34952 07/28/94	34 952 02/06/96	37	JANITORIAL SERVICES	11670-015, K.M.C.	07/28/04		
	COVERALL	REGISTERED	34994 07/28/94	34 994 01/14/97	42	BUSINESS MANAGEMENT AND FRANCHISE SUPPORT	11670-014, K.M.C.	07/28/04		
SINGAPORE	COVERALL	PENDING	7177/86	07/15/96	35	BUSINESS SERVICES	ARENT, FOX, KINTNER, PLOTKIN & KAHN			
	COVERALL	PENDING	3955/96	04/20/96	37	JANITORIAL SERVICES	ARENT, FOX, KINTNER, PLOTKIN & KAHN			
SO. AFRICA	COVERALL	REGISTERED	93/3309 04/28/93	93/3309 03/27/95	35	BUSINESS SERVICES	WEBBER WENTZEL	04/23/03		
	COVERALL	REGISTERED	93/3310 04/28/93	93/3310 03/16/95	37	CLEANING SERVICES	WEBBER WENTZEL	04/23/03		
SO. KOREA	COVERALL	REGISTERED	94-5703 07/14/94	30353 02/01/96	112	REAL ESTATE MANAGEMENT SERVICES, JANITORIAL SERVICES, BUILDING CLEAN UP SERVICES, BUSINESS MANAGEMENT ASSISTANCE SERVICES, FRANCHISE SUPPORT SERVICES	11670-021, K.M.C.	02/01/06		
SPAIN	COVERALL CLEANING CONCEPTS (& DESIGN)	REGISTERED	1532383 11/22/89	1 532 383 08/03/92	37	JANITORIAL SERVICES	11670-037, K.M.C.	11/22/99		
SWEDEN	COVERALL CLEANING CONCEPTS	REGISTERED	92/1445 02/17/89	245880 01/22/93	35 & 37	BUSINESS SERVICES CLEANING SERVICES	LARS HOLMQUIST REF. V11113/ANEE	01/22/03		
THAILAND	COVERALL	REGISTERED	274486 10/25/94	BOR 3499 10/20/95	35	BUSINESS MANAGEMENT	11670-038, K.M.C.	10/24/04		
	COVERALL	REGISTERED	274487 10/25/94	BOR 3593 10/30/95	36	LIABILITY AND BONDING INSURANCE, LEASING SERVICES AND CREDIT FOR PROCURING EQUIPMENT	11670-039, K.M.C.	10/24/04		
	COVERALL CLEANING CONCEPTS (& DESIGN)	REGISTERED	225979 03/27/92	BOR 1282 07/25/94	37	JANITORIAL SERVICES	11670-022, K.M.C.	03/27/02		

COVERALL NORTH AMERICA, INC. FOREIGN TRADEMARK LISTING - PENDING AND REGISTERED MARKS									
COUNTRY	MARK NAME	TRADEMARK STATUS	APL NUMBER & DATE	REG NUMBER & DATE	CLASS	SHORT DESCRIPTION OF GOODS/SERVICES	Responsible Agent Reference Number	Renewal Dates	
	COVERALL	REGISTERED	274488 10/25/94	BOR 3592 10/30/95	42	FRANCHISE SERVICES	11670-020, K.M.C.	10/24/04	
TURKEY	COVERALL	ON HOLD (per Alex & Jack 08/02/95)				BUSINESS SERVICES	K.M.C.		
	COVERALL	ON HOLD (per Alex & Jack 08/02/95)				MANAGEMENT AND FRANCHISE SUPPORT	K.M.C.		
UNITED KINGDOM	COVERALL	REGISTERED	1370172 01/17/89	1370172 09/20/91 RENEWED 01/17/96	35	BUSINESS SERVICES	LADAS & PARRY (LONDON) K.M.C.	01/17/06	
	COVERALL	REGISTERED	1369735 01/12/89	1369735 12/20/91 RENEWED 01/12/96	37	CLEANING SERVICES	LADAS & PARRY (LONDON) K.M.C.	01/12/06	
VENEZUELA	COVERALL	PENDING (Our defense of opposition underway)	19351 10/22/93		35	BUSINESS MANAGEMENT	BROWNSTEIN		
	COVERALL	PENDING (Our defense of opposition underway)	19352 10/22/93		37	JANITORIAL SERVICES	BROWNSTEIN		

- 1 Mark COVERALL - word COVERALL in Block Capitals
- 2 Mark Coverall Cleaning Concepts - words in stylized form
- 3 Canada There were two registered user agreements - completion of which was taken over by the Shapiro firm. However, in view of the change in law in Canada abolishing the Registered User Register, these registered user agreements are now academic
- 4 K.M.C. - Keck, Mahin & Cale

Trade Name Registration

1. "Coverall North America, Inc." (North Dakota) 4534900 04/05/88.

Additional State Registrations and Renewals

1. "Coverall of Memphis" (Tenn.) 2951 1413 Class 100 2/1/95 (assigned to Company on 3/21/96 by FM&J Enterprises, Inc.).
2. "Coverall" (Kentucky) 11369 renewed effective 3/27/98.
3. "Coverall" (South Carolina) -- 8/24/96.

Federal Trademark Registrations and Applications

1. On May 5, 1998, the United States Patent and Trademark Office registered the service mark "Making Your World A Cleaner Place" on its Principal Register, Registration Number 2,155,399 in Class Number 37.
2. On July 1, 1997, the United States Patent and Trademark Office registered the mark "Coverall Cleaning Concepts," as presented on Coverall North America's Letterhead, on its Principal Register, Registration Number 2,075,333 in Class Number 37.
3. On August 6, 1996, the United States Patent and Trademark Office registered the service mark "The Art and Science of Cleaning" on its Principal Register, Registration Number 1,991,930 in Class Number 37.
4. On October 31, 1995 the United States Patent and Trademark Office registered the service mark "The Art and Science of Cleaning" on its Principal Register, Registration Number 1,931,173 in Class Number 35.
5. On July 25, 1997 the Company filed an application with the United States Patent and Trademark Office for registration of the "Coverall" mark, Serial Number 75,330,805.

On April 10, 1998 the Company received a Notice of Publication Under 12(a) from the United States Department of Commerce Patent and Trademark Office with respect to the "Coverall" mark.

6. On April 8, 1996 the Company filed an application with the United States Patent and Trademark Office for registration of the "When it Has to Be Absolutely Clean" mark, Serial Number 75/084623.

On May 27, 1997 the Company received a Notice of Approval of Extension Request with respect to the "When it Has to Be Absolutely Clean" mark.

7. On March 18, 1997 the Company filed an application with the United States Patent and Trademark Office for registration of the "Customers For Life" mark, Serial Number 75/249280.

On February 17, 1997 the Company received a Notice of Allowance with respect to the "Customers For Life" mark.

International Marks

1. "Coverall" (France) 1694556 09/20/91.
2. "Coverall Cleaning Concepts and Design" (Italy) 75/330,806 07/25/97.
3. On April 1, 1996, the Company filed an application for a (European) Community Trademark with respect to "Coverall Cleaning Concepts". Said application is currently pending.