

MRD

11-27-00

RECORDATION FORM COVER
TRADEMARKS ONLY

12-15-2000

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Office

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Tab settings == >

To the Honorable Commissioner of Patents and Trademarks, Please record the att.

1 Name of conveying party(ies):

Coverall North America, Inc.

2 Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address:

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

Street Address: 10 S. La Salle

City: Chicago State: IL ZIP: 60603

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

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State New York☐ OtherIf 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

Execution Date: October 27, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

12/14/2000 6TON11 00000329 2178521

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:48240.00 OP
225.00 OP

DO NOT USE THIS SPACE

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.

Laura Konrath

Name of Person Signing

Signature

11/13/00

Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002195 FRAME: 0001

Continuation
Item 4

Coverall North America, Inc.
Service Marks Registered on the Principal Register of
The United States Patent and Trademark Office

Service Mark	Registration Number	Date Registered	Class Number
Coverall [®]	2,178,521	August 4, 1998	37
Coverall Cleaning Concepts [®]	2,075,333	July 1, 1997	37
The Art And Science Of Cleaning [®]	1,991,930	August 6, 1996	37
The Art And Science Of Cleaning [®]	1,931,173	October 31, 1995	35
Making Your World A Cleaner Place [®]	2,155,399	May 5, 1998	37
When It Has to be Absolutely Clean [®]	2,182,697	August 18, 1998	37
Customers for Life [®]	2,204,464	November 17, 1998	37

76/077,870 SINGLE SOURCE...

75/765,776 Power Pro

75/765,776 Power Pro & Design

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2000, by COVERALL NORTH AMERICA, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COVERALL NORTH AMERICA, INC.

By: 
Name: William Mueller
Title: CFO, VP & Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Thomas G. Sullivan
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)

COUNTY OF Cook)

ss.

On this 27th day of October, 2000 before me personally appeared William Mueller, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Coverall North America, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

Sharon Moy



**Coverall North America, Inc.
Trademark Security Agreement**

Schedule I

1. See Appendix 3.15-1.
2. See Appendix 3.15-2.

Coverall North America, Inc.
Service Marks Registered on the Principal Register of
The United States Patent and Trademark Office

Service Mark	Registration Number	Date Registered	Class Number
Coverall [®]	2,178,521	August 4, 1998	37
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Making Your World A Cleaner Place [®]	2,155,399	May 5, 1998	37
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Customers for Life [®]	2,204,464	November 17, 1998	37

76/077,870 SINGLE SOURCE...

75/765,776 Power Pro

75/765,776 Power Pro & Design

STATE	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION		DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)	
Alabama	04-11-88	103585	03-18-98	
Arizona	08-14-95	036074	—	
Arkansas	04-05-88	105-88	03-18-98	
California	12-13-83	18309	12-13-93	
Colorado	08-08-86	T31345	08-08-96	
Connecticut	02-27-89	7459	02-25-99	
Delaware	06-06-95	N/A	—	
Florida	08-20-86	T05649	08-20-96	
Georgia	07-30-93	S-12864 and S-12866	—	
Hawaii	09-03-96	198495	09-03-97	208956
Idaho	04-05-88	12305	03-03-98	
Illinois	09-22-86	59011	09-22-96	
Iowa	04-14-88	8811	03-16-98	W00175248
Kansas	10-29-86	N/A	10-29-96	
Kentucky	04-26-88	08181	03-27-98	11369
Louisiana	10-27-86	44-2099	10-27-96	
Maine	04-05-88	19880248M	03-09-98	
Maryland	10-06-86	1996/00041	10-06-96	
Massachusetts	11-03-86	39175	11-03-96	
Michigan	10-29-86	M48-053	10-29-96	
Minnesota	08-30-89	15078	04-28-99	
Mississippi	11-19-86	N/A	11-19-96	
Missouri	08-14-85	S8770	08-14-95	
Montana	04-05-88	114(15)-15245	03-09-98	T114(15)-19778
Nebraska	04-06-88	87786	03-16-98	986
Nevada	11-04-86	U004149	11-04-96	
New Hampshire	10-27-86	N/A	10-28-96	
New Jersey	07-11-89	N/A	07-01-99	8659
New Mexico	06-15-95	TK95061503	—	
New York	10-31-86	S-15281	10-31-96	
North Carolina	02-27-89	T-8001	02-27-99	

STATE	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION		DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)
North Dakota	04-05-88	2884	11-17-98 4534900
Ohio	10-05-87	SM64664	10-05-97
Oklahoma	10-27-86	28197	10-27-96
Oregon	11-13-86	S-21215	11-13-96
Pennsylvania	04-01-88 06-02-97	1031662 2758406	—
Rhode Island	03-17-88	88-3-12	03-17-98
South Carolina	10-28-86	N/A	10-28-96
South Dakota	04-05-88	N/A	03-05-98 42
Tennessee	12-10-86	N/A	12-10-96
Texas	04-25-88	48372	03-25-98 48372
Utah	05-22-95	035618	—
Virginia	09-25-86	N/A	09-25-96
Washington	07-14-86	16607	04-01-96
West Virginia	04-06-88	N/A	—
Wisconsin	12-25-91	N/A	—
Wyoming	04-05-88	88247586	02-19-98 76809

FILING RECEIPT FOR TRADEMARK APPLICATION

Page 01 of 01

APPENDIX 3.15-2

1942748.002

Jul 25, 2000

Receipt on the DATE OF FILING of the application for registration and filing fees is acknowledged for the mark identified below. The DATE OF FILING is contingent upon the collection of any payment made by check or draft. Your application will be considered in the order in which it was received and you will be notified as to the examination thereof. Action on the merits should be expected from the Patent and Trademark Office in approximately 06 months from the filing date. When inquiring about this application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME, and MARK.

Received

MICHAEL A. GROW
ARENT FOX KINTNER PLOTKIN & KAHN, PLLC
1050 CONNECTICUT AVENUE, NW
WASHINGTON, DC 20036

ATTORNEY JUL 31 2000
REFERENCE NUMBER
Arent Fox

PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.

A request for correction to the filing receipt should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3311. The correspondence should be marked to the attention of the Prosecution File Receipt Section. Or fax a request to 703-308-9096. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 76/077870
FILING DATE: Jun 28, 2000
REGISTER: Principal
LAW OFFICE: 105
MARK: SINGLE SOURCE BY COVERALL
MARK TYPE(S): Service Mark
DRAWING TYPE: Words, letters, or numbers in typed form
FILING BASIS: Sect. 1(a) (Use in Commerce)

ATTORNEY: Michael A. Grow

OWNER: Coverall North America, Inc. (DELAWARE, Corporation)
3111 Camino Del Rio North
San Diego, CALIFORNIA 92108

FOR: arranging for repair and maintenance services, namely, janitorial cleaning, pressure cleaning, pest control, lawn maintenance, painting, carpentry, drywall, parking lot maintenance, snow removal, fire and flood restoration, and HVAC, duct and filter service,

INT. CLASS: 037

FIRST USE: Oct 15, 1999 USE IN COMMERCE: Oct 15, 1999

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

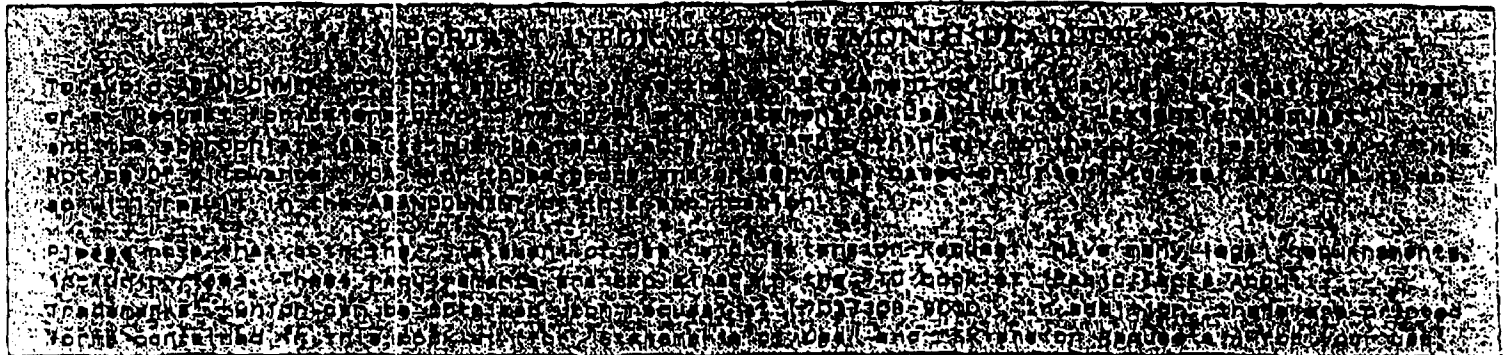


**U.S. Patent and Trademark Office (PTO)
NOTICE OF ALLOWANCE**

(NOTE: If any date on this notice is incorrect, please submit a written request for correction of the NOA to: Assistant Commissioner for Trademarks, Box 17U, 2900 Crystal Drive, Arlington, VA 22202-3513. Please include the serial number of your application on ALL correspondence with the PTO 35 U.S.C. 1063(b)(2))

ISSUE DATE OF NOA: Jun 27, 2000

HENRY NOVAK
COVERALL NORTH AMERICA INC
500 W. CYPRESS CREEK RD., SUITE 580
FT. LAUDERDALE, FL 33309



The following information should be reviewed for accuracy:

SERIAL NUMBER: 75/765776
MARK: POWER PRO
OWNER: COVERALL NORTH AMERICA, INC.
500 W. Cypress Creek Rd. Suite 580
Ft. Lauderdale, FLORIDA 33309

This application has the following bases, but not necessarily for all listed goods/services
Section 1(a): NO Section 1(b): YES Section 44(e): NO

GOODS/SERVICES BY INTERNATIONAL CLASS

035-Cleaning preparations, namely, floor cleaners, carpet cleaners, wax strippers, and all purpose cleaners, for janitorial and commercial use

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

SERIAL NO. 75/765776		APPLICANT COVERALL NORTH AMERICA, INC.		PAPER NO.	
MARK POWER PRO AND DESIGN				ADDRESS: Assistant Commissioner for Trademarks 2900 Crystal Drive Arlington, VA 22202-3513 If no fees are enclosed, the address should include the words "Box Response - No Fee"	
ADDRESS HENRY NOVAK 500 W. CYPRESS CREEK RD., SUITE 500 FT. LAUDERDALE, FL 33309		ACTION NO.			
		MAILING DATE 12/21/99			
		REF. NO.			
FORM PTO-1028 (8-90)		U.S. DEPT. OF COMM. PAT. & TM OFFICE		Please provide in all correspondence: 1. Filing Date, serial number, mark and Applicant's name. 2. Mailing date of this action. 3. Examining Attorney's name and Law Office number. 4. Your telephone number and ZIP code.	

EXAMINER'S AMENDMENT

John E. Michos	Henry Novak	
X	X	X
December 21, 1999		

CALL RECORD/NOTES


OFFICE SEARCH: The examining attorney has searched the Office records and has found no similar registered or pending mark which would bar registration under Trademark Act Section 2(d), 15 U.S.C. Section 1052(d). TMEP section 1105.01.

RE: Serial Number 75/765776

In accordance with the authorization granted by the above Applicant or attorney, the application has been **AMENDED** as indicated below. No response is necessary unless there is an objection to the amendment. Any amendments to the identification of goods or services must be in accordance with 37 C.F.R. 2.71(b); TMEP section 804.10(d).

The identification of goods has been amended to: Cleaning preparations, namely, floor cleaners, carpet cleaners, wax strippers, and all purpose cleaners, for janitorial and commercial use; in International Class 3.

The drawing has been amended to show the mark as POWER PRO in typed form.


 John E. Michos
 Trademark Attorney
 Law Office 105
 (203) 308-9105 ext. 152

WINSTON & STRAWN

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

444 SOUTH FLOWER STREET
LOS ANGELES, CALIFORNIA 90071-2911

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

WRITER'S DIRECT DIAL NUMBER

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(312) 558-5600

FACSIMILE (312) 558-5700

www.winston.com

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

November 13, 2000

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington, DC 20231
Attn: Trademark Assignment Department

Re: General Electric Capital Corporation/Coverall

Dear Commissioner:

Enclosed is a Trademark Security Agreement together with a check in the amount of \$265.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

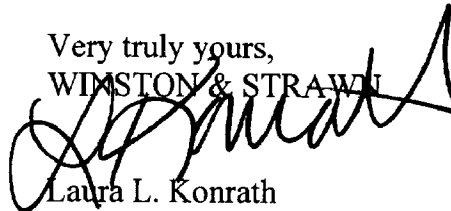
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed; please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Dr.
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK:ko
Enclosure

RECORDED: 11/27/2000

TRADEMARK
REEL: 002195 FRAME: 0014