

07-02-2003



7203

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

102487393  
**TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

National Service Industries, Inc., a  
California corporation

- 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: Fremont Investment & Loan

Internal

Address: \_\_\_\_\_

Street Address: 175 North Riverview Drive

City: Anaheim State: CA Zip: 92808

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other a California industrial bank

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: 06/06/2003

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

A. Trademark Application No.(s) \_\_\_\_\_

Please see attached Exhibit A

2190546

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) \_\_\_\_\_

Please see attached Exhibit A

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

Name: Federal Research Corporation

Internal Address: Attn: Penelope Agodoa

Suite 920

Street Address: 1030 15th Street, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 3.41).....\$ 640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**DO NOT USE THIS SPACE**

9. Signature.

07/03/2003 BY: 00000002 2190546

Kimberley A. Latt <sup>40.00 OP</sup> ~~600.00 OP~~  
Name of Person Signing

*Kimberley G. Rathup*  
Signature

07-01-03  
Date

Total number of pages including cover sheet, attachments, and document: 17

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

**TRADEMARK**  
**REEL: 002770 FRAME: 0207**

07/03/2003 BY: 00000002 2190546

11 FC:8521  
12 FC:8522

**EXHIBIT A**

**List of Trademarks and Trademark Applications**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>	<b><u>Expiration Date</u></b>
Clean N. Simple (stylized)	2,190,546	09/22/1998	09/22/2008
Controls (stylized)	1,257,887	11/15/1983	11/15/2003
Enhance	1,730,355	11/03/1992	11/03/2012
LinenMaster	2,014,386	08/31/1991	08/31/2011
N (stylized)	1,258,959	11/22/1983	11/22/2003
National Dust Control Service	1,312,650	01/01/1985	01/01/2005
National Healthcare Linen Service	1,343,535	06/18/1985	06/18/2005
National Linen Service	843,026	01/23/1968	01/23/2008
National Service Industries, Inc.	821,385	12/27/1966	12/27/2006
National Uniform Service	1,039,873	05/18/1976	05/18/2006
AECO	1,827,460	03/22/1994	03/22/2004
AECO (and design)	1,015,270	07/08/1975	07/08/2005
ATENCO	1,840,521	06/21/1994	06/21/2004
ATENCO (and design)	1,173,158	10/13/1981	10/13/2011
Atlantic Envelope Company	1,853,637	09/13/1994	09/13/2004
BOXPAK	2,666,752	12/24/2002	12/24/2012
BOXPAK (and design)	2,669,457	12/31/2002	12/31/2012
E-Z Trieve	1,156,345	06/02/1981	06/02/2011
Easy Wrap	2,394,234	10/10/2000	10/10/2010
Easy Wrap (and design)	2,562,160	04/16/2002	04/16/2012
Formstor	1,338,303	05/28/1985	05/28/2005
Full Circle	2,482,966	08/28/2001	08/28/2011

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
<u>Trademark Application</u>		<u>Application/Serial Number</u>	<u>Application Date</u>
National Linen R <sub>x</sub>		76/291,621	07/27/2001
Prescription for Cost Control		76/291,411	07/27/2001
EZ-2-Seal		76/469,690	11/12/2002
Just Add Color (pending)			

**State Trademarks**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Atlantic Envelope Company	12361 New Jersey	12/20/1993	12/20/2003
Atlantic Envelope Company	12345 New Jersey	12/01/1993	12/01/2003
Atlantic Envelope Company	R-27494 New York	11/30/1993	11/30/2003
Atlantic Envelope Company	S-13815 New York	11/30/1993	11/30/2003
Atlantic Envelope Company	53939 Texas	10/07/1994	10/07/2004
Atlantic Envelope Company	53940 Texas	10/07/1994	10/07/2004

**TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (this "**Agreement**"), dated as of June 6, 2003, is by and between **NATIONAL SERVICE INDUSTRIES, INC.**, a California corporation ("**Borrower**"), in favor of **FREMONT INVESTMENT & LOAN**, a California industrial bank ("**Lender**").

**RECITALS**

**A.** Borrower and Lender are the parties to that certain Loan Agreement of even date herewith (the "**Loan Agreement**"), pursuant to the terms of which Lender has agreed to make a loan to Borrower in the Loan Amount (the "**Loan**"). All initially – capitalized terms used herein without definition shall have the meanings given such terms in the Loan Agreement.

**B.** Lender has made it a condition of Lender's making the Loan that this Agreement be executed and delivered by Borrower.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

**1. GRANT OF SECURITY INTEREST.**

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Secured Obligations, Borrower hereby grants to Lender, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "**Collateral**"): (a) all of Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) all of Borrower's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A attached hereto, together with all rights and privileges arising under applicable law with respect to Borrower's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "**Trademarks**"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Borrower against third parties for past or future infringement of the Trademarks.

**2. OBLIGATIONS SECURED.**

The security interest, lien and other interests granted to Lender, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Secured Obligations.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Borrower hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Secured Obligations are outstanding):

(A) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, free and clear of all Liens other than the Lien of the Loan Documents and the Lien of the Congress Loan Documents and licenses described in Section 3(D), and Borrower has the full right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's expense, perform all acts and execute all documents necessary or desirable in Lender's reasonable discretion to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications.

(B) Except for Liens in favor of Lender and the Lien of the Congress Loan Documents, and without limiting the terms of the Congress Intercreditor Agreement, Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of, any of the Collateral, in each case without the prior written consent of Lender, which may be withheld in Lender's sole discretion. Nothing in this Agreement shall be deemed a consent by Lender to any such action.

(C) Borrower shall, at Borrower's expense, promptly perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Lender or as otherwise determined by Lender. Borrower further authorizes Lender to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(D) As of the date hereof, Borrower does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B attached hereto.

(E) Borrower shall, concurrently with the execution and delivery of this Agreement and as a condition to the closing of the Loan, execute and deliver to Lender five (5) originals of a Special Power of Attorney in the form of Exhibit C attached hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(F) Lender may, in its discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Secured Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and costs. Borrower shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Borrower, shall be subject to the provisions of Section 2.4 of the Note, and shall be part of the Secured Obligations secured hereby.

(G) In the event Borrower shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Borrower shall provide Lender with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Borrower shall (i) obtain any registered trademark or trade name, or apply

for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Within ten (10) days after the written request of Lender, Borrower shall execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the security interest in and conditional assignment of such Trademark(s) in favor of Lender.

(H) Borrower has not abandoned any of the Trademarks and Borrower will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Borrower shall notify Lender immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(I) Borrower shall, at Borrower's expense, render any assistance, as Lender shall determine is necessary, to Lender in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(J) To the best of Borrower's knowledge after due inquiry, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Lender, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. Borrower shall promptly notify Lender if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Lender, Borrower, at Borrower's expense, shall join with Lender in such action as Lender, in Lender's discretion, may deem advisable for the protection of Lender's interest in and to the Trademarks.

(K) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies, agrees to defend, and holds Lender and the Indemnitees harmless from and against any claim, suit, liabilities, loss, damage, or expense (including, without limitation, attorneys' fees and costs) arising out of any actual or alleged defect in any product manufactured, promoted, or sold by Borrower (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Borrower (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Secured Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(L) Borrower shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Secured Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and costs. Such expenditures shall be subject to the provisions of Section 2.4 of the Note, and shall be part of the Secured Obligations secured hereby.

#### **4. EVENTS OF DEFAULT.**

The occurrence or existence of any Event of Default under the Loan Agreement or any of the other Loan Documents is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

## **5. RIGHTS AND REMEDIES.**

From and after the occurrence of an Event of Default under any of the Loan Documents, in addition to all other rights and remedies of Lender, whether provided under this Agreement, the Security Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(A) Lender may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Lender by Borrower or any subsidiary or affiliate of Borrower or for such other reason as Lender may determine.

(B) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(C) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

(D) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 3(E) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, all taxes, fees, and attorneys' fees and costs. Borrower agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(E) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and costs, and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Secured Obligations as Lender may in its discretion determine. Borrower shall remain liable to Lender for any of the Secured Obligations remaining unpaid after the application of such proceeds, and Borrower shall pay Lender on demand any such unpaid amount, together with interest at the rate then applicable to the Secured Obligations set forth in the Note.

(F) Borrower shall supply to Lender or to Lender's designee, Borrower's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Borrower's customer lists and other records relating to the Trademarks and the distribution thereof.

(G) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

## **6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.**

(A) This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State of California and shall in all respects be governed, construed, applied and enforced in accordance with, the laws of the State of California without giving effect to its conflicts-of-laws rules and principles.

(B) Borrower and Lender each hereby consent to the jurisdiction of any state or federal court located within the State of California in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement or any of the other Loan Documents (and further agree not to assert or claim that such venue is inconvenient or otherwise inappropriate or unsuitable), and waive personal service of any and all process upon them and consent that all service of process be made by certified mail to the applicable address set forth herein.

**(C) BORROWER AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CONTROVERSY OR CLAIM, WHETHER ARISING IN TORT OR CONTRACT OR BY STATUTE OR LAW, BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR THEREOF), OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY IN CONNECTION HERewith OR THEREWITH. EACH PARTY ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BORROWER'S AND LENDER'S ENTERING INTO THE LOAN DOCUMENTS AND THE PARTIES WOULD NOT HAVE ENTERED INTO THE LOAN DOCUMENTS WITHOUT THIS WAIVER. LENDER AND BORROWER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION 6(C) IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL.**

(D) Neither Lender nor the Indemnitees shall have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Lender.

## **7. MISCELLANEOUS.**

(A) All notices, requests and demands hereunder shall be in writing and given in the manner and means provided in the Loan Agreement.

(B) Where the identity of the parties to this Agreement or the circumstances make it appropriate, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. The recitals to this Agreement are incorporated herein and made a part hereof. All schedules and exhibits to this Agreement shall constitute a part of this Agreement. Borrower and Lender have each had an opportunity to review and negotiate the terms of this Agreement; accordingly, the rule requiring that language be construed against drafting party shall not be applicable to this Agreement.

(C) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. As used herein, and in the other Loan Documents, "Lender" (or similar references to the lender) shall include all holders of the Note, including, without limitation, pledgees of the Note, whether or not named herein or therein. In exercising any rights hereunder or under any of the other Loan Documents or taking any actions provided for herein or therein, Lender may act through its employees, agents or independent contractors authorized by Lender.



(D) If any term of this Agreement or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent.

(E) All approvals and consents required or allowed to be given by Lender under this Agreement must be in writing to be effective. This Agreement may only be modified in a writing signed by all of the parties hereto or their respective successors and assigns. No waiver of any provision of this Agreement, or consent to any departure by Borrower therefrom, shall in any event be effective without the written agreement of Lender. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. Except as expressly required by the terms of the Loan Documents, no notice to or demand on Borrower or any of the Principal Parties in any case shall entitle Borrower or any of the Principal Parties to any other or further notice or demand in similar or other circumstances.

(F) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

**IN WITNESS WHEREOF**, Borrower and Lender have executed this Agreement as of the day and year first above written.

**NATIONAL SERVICE INDUSTRIES, INC.,**  
a California corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_ *CEO*

By: \_\_\_\_\_ *D. M. M.*  
Title: \_\_\_\_\_ *EVP*

**FREMONT INVESTMENT & LOAN,**  
a California industrial bank

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

**NATIONAL SERVICE INDUSTRIES, INC.,**  
a California corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**FREMONT INVESTMENT & LOAN,**  
a California industrial bank

By: Sonal R. Banigan  
Title: Vice President

STATE OF CALIFORNIA )  
 ) ss.:  
COUNTY OF Los Angeles )

On the 11 day of June, 2003, before me personally came Michael R. Kelly + A. Nick Spriggs me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the CEO + EVP, respectively of NATIONAL SERVICE INDUSTRIES, INC., the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

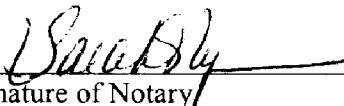


Darcy L. Gunnell  
Notary Public

STATE OF CALIFORNIA                    )  
  )ss.  
COUNTY OF ORANGE                    )

On, June 16, 2003, before me, **Sarah Nguyen**, Notary Public, personally appeared **Sarah R. Branigan**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary



My Commission Expires: January 26, 2007

[SEAL]

## EXHIBIT A

List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Clean N. Simple (stylized)	2,190,546	09/22/1998	09/22/2008
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National Linen R <sub>x</sub>		76/291,621	07/27/2001
Prescription for Cost Control		76/291,411	07/27/2001
EZ-2-Seal		76/469,690	11/12/2002
Just Add Color (pending)			

**State Trademarks**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Atlantic Envelope Company	12361 New Jersey	12/20/1993	12/20/2003
Atlantic Envelope Company	12345 New Jersey	12/01/1993	12/01/2003
Atlantic Envelope Company	R-27494 New York	11/30/1993	11/30/2003
Atlantic Envelope Company	S-13815 New York	11/30/1993	11/30/2003
Atlantic Envelope Company	53939 Texas	10/07/1994	10/07/2004
Atlantic Envelope Company	53940 Texas	10/07/1994	10/07/2004

**EXHIBIT B**

**Licenses**

None



EXHIBIT C

Special Power Of Attorney

STATE OF CALIFORNIA        )  
  ) ss.:  
COUNTY OF ORANGE        )

KNOW ALL MEN BY THESE PRESENTS, that **NATIONAL SERVICE INDUSTRIES, INC.**, a California corporation ("**Borrower**"), having an office at 1420 Peachtree Street, N.E., Suite 200, Atlanta, Georgia 30309-3002, hereby appoints and constitutes, severally, **FREMONT INVESTMENT & LOAN** ("**Lender**"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Lender, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Borrower and Lender (the "**Agreement**") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Secured Obligations", as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by Lender.

Dated as of: June 6, 2003

**NATIONAL SERVICE INDUSTRIES, INC.**,  
a California corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_