

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coverall North America, Inc.		02/04/2005	CORPORATION: DELAWARE
CNA Holding Corporation		02/04/2005	CORPORATION: DELAWARE
Coverall Acquisition, L.L.C.		02/04/2005	limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	One Boston Place, Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2178521	COVERALL	
Registration Number:	2075333	COVERALL CLEANING CONCEPTS	
Registration Number:	1991930	THE ART AND SCIENCE OF CLEANING	
Registration Number:	2155399	MAKING YOUR WORLD A CLEANER PLACE	
Registration Number:	2182697	WHEN IT HAS TO BE ABSOLUTELY CLEAN	
Registration Number:	2204464	CUSTOMERS FOR LIFE	
Registration Number:	2337703	COVERALL CLEANING CONCEPTS	
Registration Number:	2533774	SINGLE SOURCE BY COVERALL	
Registration Number:	2556707	POWER PRO	
Registration Number:	2678747	POWER PRO	
Registration Number:	2683340	CLEANING THE WORLD...ONE BUSINESS AT A TIME	
Registration Number:	2718891	AEGIS FLOORSYSTEMS A DIVISION OF COVERALL	

TRADEMARK

REEL: 003030 FRAME: 0038

CH \$340.00 2178521

		CLEANING CONCEPTS
Registration Number:	2792476	SAFEDETAIL

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127562388

Email: daniel.angel@srz.com

Correspondent Name: Daniel Angel, Esq.

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:

Daniel Angel, Esq.

Signature:

/sas for da/

Date:

02/15/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of February, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., as Lender (together with its successors and assigns and the Bank Product Provider, collectively, the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 4, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), among Coverall North America, Inc., a Delaware corporation, as borrower ("Borrower"), CNA Holding Corporation, a Delaware corporation ("Parent"), as successor by merger to Coverall Acquisition, L.L.C., a Delaware limited liability company, Coverall Hospitality Services, Inc., a Delaware corporation ("Coverall Hospitality" and together with Parent and each other Person that guarantees all or any portion of the Obligations, each a "Guarantor" and collectively, the "Guarantors"), and Lender, Lender is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Security Agreement dated February 4, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Lender a continuing first priority security interest in all of such 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 rights in or to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations, extensions, modifications or renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

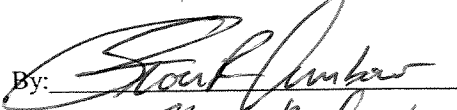
Schedule I
TRADEMARKS

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® WILL BE RENEWED BY OCT 2005	1,991,930	August 6, 1996	37
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
Coverall Cleaning Concepts®	2,337,703	April 4, 2000	37
Single Source by Coverall®	2,533,774	January 29, 2002	37
Power Pro®	2,556,707	April 2, 2002	35
Power Pro®	2,678,747	January 21, 2003	7,11,21
Cleaning the World ... One Business At A Time®	2,683,340	February 4, 2003	37
Aegis FloorSystems A Division of Coverall Cleaning Concepts®	2,718,891	May 27, 2003	03,37,40
SafeDetail®	2,792,476	December 9, 2003	37,40

IN WITNESS WHEREOF, each 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.

GRANTORS:


COVERALL NORTH AMERICA, INC.

By: 
Name: Steven R. Cumbow
Title: CFO

CNA HOLDING CORPORATION

By: _____
Name: _____
Title: _____

COVERALL HOSPITALITY SERVICES, INC.

By: 
Name: Steven R. Cumbow
Title: CFO

IN WITNESS WHEREOF, each 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.

GRANTORS:

COVERALL NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

CNA HOLDING CORPORATION

By: *Gregory S. Newmark*

Name: *Gregory S. Newmark*

Title: *PRESIDENT*

COVERALL HOSPITALITY SERVICES, INC.

By: _____

Name: _____

Title: _____

Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Lender

By: Renee D. Lefebvre
Name: Renee D. Lefebvre
Title: VP

Trademark Security Agreement