

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

e737-118

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Jan-Pro Franchising International, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) September 18, 2008

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Madison Capital Funding LLC,

Internal \_\_\_\_\_ as agent

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

Street Address: 30 S. Wacker

City: Chicago

State: IL

Country: USA Zip: 60606

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

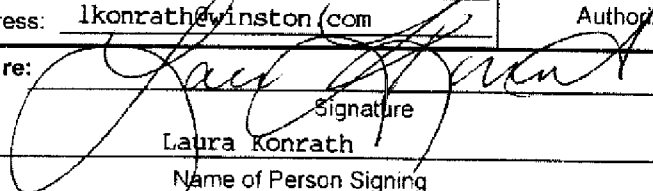
**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

**9. Signature:**

  
Signature  
Date: 9/23/08

Laura Konrath

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1450, Alexandria, VA 22313-1450

CH \$190.00 232428 77286944

Continuation  
Item 4

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARKS REGISTRATIONS**

	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
	JAN-PRO & design	TMA463899	09/27/1996
NOT U.S.	JAN-PRO	881004	01/27/2006
	JAN-PRO	Not available	Not available
	JAN PRO & design	972803	02/20/2007
	JAN-PRO & design	742443	08/03/2006
U.S.	1) JAN-PRO	1791912	09/07/1993
	2) JAN-PRO SIGNATURE CLEAN	3345781	11/27/2007
	3) JAN-PRO TECHNICS	3353962	12/11/2007
	4) JAN-PRO TRACKER	3336856	11/13/2007
	5) MEASURABLE CLEANING. GUARANTEED RESULTS.	3440405	06/03/2008

**TRADEMARK APPLICATIONS**

	<u>Trademark Application</u>	<u>Application No.</u>	<u>Application Date</u>
NOT U.S.	JAN-PRO	829107878	04/30/2007
	JAN-PRO & design	829107886	04/30/2007
	JAN-PRO	Not available	Not available
	JAN-PRO	2007/09091	05/03/2007
	JAN-PRO & design	2007/09092	05/03/2007
U.S. ⑥	JAN-PRO CLEANING SYSTEMS MEASURABLE CLEANING. GUARANTEED RESULTS.	77/286944	09/24/2007
U.S. ⑦	TRI-TEK TILE	77/098929	02/05/2007

**TRADEMARK LICENSES**

1. Trademark License Agreement by and between Jan-Pro Franchising International, Inc. and Jan-Pro Enterprises, LLC, dated as of October 1, 2005.

LIBNY/4745808.1

**TRADEMARK**  
**REEL: 003859 FRAME: 0091**

**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, Jan-Pro Franchising International, Inc., a Massachusetts corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of September 18, 2008 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Jan-Pro Holdings, LLC, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of September 18, 2008 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a lien on and continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use Trademark applications) referred to in Schedule 1 hereto;
- (ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto and the right of Grantor to terminate any such Trademark License or to perform and to exercise all remedies thereunder;
- (iii) the goodwill of the Grantor's business as connected with and symbolized by the Trademarks and the Trademark Licenses;
- (iv) all proceeds and products of the foregoing, including, without limitation, (A) all proceeds of and revenues from any past, present or future claim by Grantor against third parties in connection with any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto,

or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, (B) all proceeds of and revenues from each Trademark License including any moneys due and to become due under any Trademark License and any damages arising out of or for breach or default in respect of any such Trademark License; and

- (v) to the extent not otherwise included, all proceeds and products of any of all of the foregoing, other than any intent-to-use Trademark applications. All of the foregoing items or types of property shall hereinafter collectively be referred to as the "Trademark Collateral".

Notwithstanding anything to the contrary set forth herein, no Lien (as defined in the Credit Agreement) or security interest is hereby granted on any Excluded Property (as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 duly executed by its officer thereunto duly authorized as of the 18<sup>th</sup> day of September, 2008.

JAN-PRO FRANCHISING INTERNATIONAL,  
INC.

By: 

Name: Richard F. Kissane  
Title: President

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC, as  
Agent**

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

*Signature Page to Trademark Security Agreement*

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**JAN-PRO FRANCHISING INTERNATIONAL,  
INC.**

By: \_\_\_\_\_  
Name: Richard F. Kissane  
Title: President

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC, as  
Agent**

By: \_\_\_\_\_  
Name: Craig Lacy  
Title: Chief Credit Officer  
Senior Managing Director

*Signature Page to Trademark Security Agreement*

ACKNOWLEDGMENT

STATE OF Georgia  
COUNTY OF Fulton )SS.

I, Eileen Van Staden, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Richard Kissane, of Jan-Pro Franchising International, Inc., a Massachusetts corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16<sup>th</sup> day of September, 2008.

Eileen van Staden  
Notary Public

My Commission Expires:

Eileen Van Staden  
Notary Public, Fulton County, Georgia  
My Commission Expires: October 18, 2011

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