

10-20-2009



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

103577782

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):

QualaWash Holdings, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) Florida (USA)

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) October 10, 2009

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: RBC Bank (USA)

Internal

Address: _____

Street Address: 200 Providence Road, Suite 300

City: Charlotte

State: North Carolina

Country: USA

Zip: 28207

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☒ Corporation Citizenship North Carolina (USA)

☐ 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)

1373003

Additional sheet(s) attached? ☐ Yes ☒ No

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

1373003 - QUALAWASH

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

Name: David M. Faris, Bank Officer

Internal Address: _____

Street Address: RBC Bank (USA)

200 Providence Road, Suite 300

City: Charlotte

State: North Carolina Zip: 28207

Phone Number: (704) 686-1796

Fax Number: (704) 686-6003

Email Address: david.faris@rbc.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

10/20/2009 NJAMA1 00000012 1373003
Deposit Account Number
01 FC:8521
Authorized User Name _____

40.00

9. Signature:

Martin G. Flyke
Signature

October 15, 2009
Date

Martin G. Flyke, Esq.

Name of Person Signing

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

6

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

TRADEMARK
REEL: 004081 FRAME: 0534

TRADEMARK SECURITY AGREEMENT
RBC BANK (USA)
QUALAWASH HOLDINGS, LLC

Trademark Security Agreement (this "Agreement") dated as of October 10, 2009 by and among **QUALAWASH HOLDINGS, LLC**, a Florida limited liability company (the "Grantor"), having its chief executive office at 101 East Kennedy boulevard, Suite 3925, Tampa, Florida 33602, and **RBC BANK (USA)**, a North Carolina banking corporation (the "Secured Party").

This Agreement is executed pursuant to the terms of (a) the Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantor and the Secured Party and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Secured Party, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

QUALAWASH HOLDINGS, LLC

By: 

Mark Hunter, Manager

ACKNOWLEDGMENT

STATE OF VA

COUNTY OF Prince William

I, a Notary Public for the County and State aforesaid, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by Mark Hunter, who personally appeared before me this day and acknowledged that he is the Manager of **QUALAWASH HOLDINGS, LLC**, a Florida limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the corporation, and is personally known to me or has produced driver's license as identification.

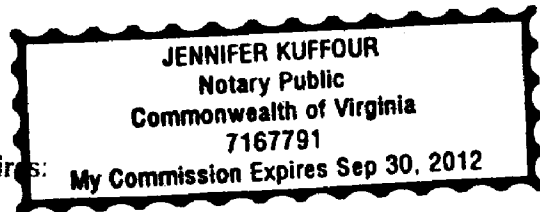
Witness my hand and official seal this 9 day of October, 2009.

By:

Notary Public in and for the State of Virginia

Printed Name:

My Commission Expires:



(Affix Notary Seal)

[Trademark Security Agreement – Web Products, LLC]

CHARLOTTE 007671/7485 392501.2 10/08/2009

4819-8837-9907.01

TRADEMARK
REEL: 004081 FRAME: 0536

Agreed and Accepted as of the 10th day of
October, 2009.

RBC BANK (USA),

By: David Faris

Name; David Faris

Title: Senior Vice President

[Trademark Security Agreement – Web Products, LLC]

CHARLOTTE 007671/7485 392501.2 10/08/2009

4819-8837-9907.01

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REEL: 004081 FRAME: 0537

TRADEMARKS

Trademark: QUALAWASH

Filing Date: May 02, 1985

Serial Number: 73-535519

Official Gazette Status: RENEWED

Status Date: November 26, 2005

Goods/Services: CLEANING SERVICES FOR TANK TRAILERS AND ACCESSORIAL EQUIPMENT (INTERNATIONAL CLASS: 37; US CLASS: 103)

International Class: 37 (CONSTRUCTION AND REPAIR SERVICES) - PRIMARY CLASS

Registration Number: 1373003

Registration Date: November 26, 1985

Register Type: PRINCIPAL REGISTER

Active/Inactive: ACTIVE

Renewal Date: November 26, 2005 (for 10 years)

4819-8837-9907.01

CHARLOTTE 007671/7485 392501.2 10/09/2009

TRADEMARK LICENSES

1. License Agreement dated October 1, 2004 between SK Transport, LLC and Quala Systems, Inc.
2. Operating Agreement dated as of November 21, 2008 and effective as of January 1, 2009 between Schofield Transport Inc. and Qual Systems, Inc.
3. License Agreement dated March 30, 2007 between Cletex Trucking and Quala Systems, Inc.