

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Qualawash Holdings, LLC		10/10/2009	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Plexus Fund I, L.P.		
Street Address:	4601 Six Forks Road, Suite 528		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1373003	QUALAWASH	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2930583.028PLEXUSQUALAWAS		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/ Karl S. Sawyer, Jr. /		

OP \$40.00 1373003

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**TRADEMARK
 REEL: 004099 FRAME: 0893**

Date:

11/20/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This 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 **PLEXUS FUND I, L.P.**, a Delaware limited partnership ("Plexus"), in its capacity as collateral agent (in such capacity, and together with its successors and assigns, the "Collateral Agent") for the ratable benefit of the Investors (as defined below) party to the Investment Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Investment Agreement") by and among the Company, Plexus and **CONVERGENT CAPITAL PARTNERS II, L.P.**, a Delaware limited partnership (together with Plexus and any of their successors and assigns, the "Investors").

This Agreement is executed pursuant to the terms of (a) the Investment Agreement 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 Collateral Agent, for the ratable benefit of Investors. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Investment 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 Collateral Agent, for the ratable benefit of the Investors, 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 Collateral Agent 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: [Signature]
Mark Hunter, Manager

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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 a 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 -aka- as identification.

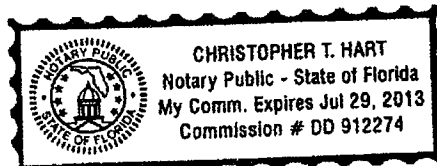
Witness my hand and official seal this 8th day of October, 2009.

By: Christopher T. Hart
Notary Public in and for the State of Florida

Printed Name: Christopher T. Hart

My Commission Expires: 7/29/13

(Affix Notary Seal)




[Trademark Security Agreement - QualaWash Holdings, LLC]

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

PLEXUS FUND I, L.P.,
as Collateral Agent

By: PLEXUS FUND I GP, LLC
Its: General Partner

By: 
Michael Becker, Manager

[Trademark Security Agreement -- QualaWash Holdings, LLC]

TRADEMARK
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Schedule A to Trademark Security Agreement

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)

Schedule B to Trademark Security Agreement

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.