# 394362

## 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
Capital Contractors, Inc.		12/29/2010	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Triangle Mezzanine Fund II LP	
Street Address:	3700 Glenwood Avenue, Suite 530	
City:	Raleigh	
State/Country:	NORTH CAROLINA	
Postal Code:	27612	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

Name:	Triangle Capital Corporation	
Street Address:	3700 Glenwood Avenue, Suite 530	
City:	Raleigh	
State/Country:	NORTH CAROLINA	
Postal Code:	27612	
Entity Type:	CORPORATION: MARYLAND	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1394362	CAPITAL CLEANING CONTRACTORS

## **CORRESPONDENCE DATA**

Fax Number: (704)353-3698

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

Phone: 704 331 5792

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

TRADEMARK
REEL: 004448 FRAME: 0543

900180725

Address Line 4: Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2932852.00035TRIANGLECAPI	
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.	
Signature:	/ Karl S. Sawyer, Jr./	
Date:	01/07/2011	

## Total Attachments: 6

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CERTAIN RIGHTS OF TRIANGLE MEZZANINE FUND II LP AND TRIANGLE CAPITAL CORPORATION (TOGETHER WITH THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, "SUBORDINATE LENDER") UNDER THIS SECURITY AGREEMENT ARE SUBORDINATED TO CERTAIN RIGHTS OF JPMORGAN CHASE BANK, N.A. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "SENIOR LENDER"), PURSUANT TO, AND ON THE TERMS SET FORTH IN, THAT CERTAIN INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 29, 2010 BY AND AMONG SENIOR LENDER, SUBORDINATE LENDER AND THE OTHER PARTIES THERETO (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT"). THE INTERCREDITOR AGREEMENT SHALL BE BINDING ON SUBORDINATE LENDER'S SUCCESSORS AND ASSIGNS.

#### TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 29, 2010 by and between CAPITAL CONTRACTORS, INC., a New York corporation (the "Grantor"), having its chief executive office at 88 Duryea Road, Melville, NY 11747, TRIANGLE MEZZANINE FUND II LP, a Delaware limited partnership ("Fund II") and TRIANGLE CAPITAL CORPORATION, a Maryland corporation ("Triangle" and, together with Fund II, collectively, the "Secured Party"), pursuant to the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and between the Secured Party, Capital Contractors Acquisition Holdings Corporation, the Grantor, Capital Contractors Canada, Inc., Capital Contractors Management Corporation and Apollo 8 Maintenance Services, Inc.

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Pledge and 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 (among others) in favor of the Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase 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 <u>Schedule</u> 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 <u>Schedule B</u>, (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 page follows]

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

## CAPITAL CONTRACTORS, INC.

By: Alan Fel C.
Name: Mankryful
Title: Secretary.

## **ACKNOWLEDGMENT**

COUNTY OF SUFFORM

I. RAG	MONITA ESDADA	, a Notary Public fo	r said County and State, do hereby
certify that AL	AN H. KRYSTAL	personally appeared before	ore me this day and stated that he is
SECRETARY	of CAPITAL CON	TRACTORS INC.	and acknowledged, on behalf
of	, the d	ue execution of the foregoin	ng instrument.
<del></del>		204	L 2010

Witness my hand and official seal, this day of December, 2010.

Notary Public

My commission expires:

5-11-2013

RAMONITA ESPADA

NOTARY PUBLIC-STATE OF NEW YORK

No. 01ES6205862

Qualified in Nassau County

My Commission Expires May 11, 2013

[Trademark Security Agreement - CCI]

Agreed and Accepted as of the  $29^{H}$  day of December, 2010.

# TRIANGLE MEZZANINE FUND II LP,

By: New Triangle GP, LLC, its General Partner

By: Triangle Capital Corporation, its Manager

By: A Vaughn
Name: Douglas A. Vaughn
Title: Managing Director

TRIANGLE CAPITAL CORPORATION

By: A Vary
Name: Douglas A. Vaughn
Title: Managing Director

[Trademark Security Agreement - CCI]

# Schedule A to Trademark Security Agreement

# TRADEMARKS

Mark	Registration Number	Registration Date	Country
"Capital Cleaning Contractors"	1394362	May 20, 1986	United States

# Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

RECORDED: 01/07/2011