

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
The Evercare Company		01/12/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX Finance Corp., as Administrative Agent
Street Address:	1717 Main Street, Suite 1100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	85204256	ODORLIFT
Serial Number:	85204247	DRYSTEP
Serial Number:	85203180	FIRM SWEEP
Serial Number:	85203159	GENTLE SWEEP
Serial Number:	85188718	READYERASE
Serial Number:	77841911	KITCHEN D?COR
Serial Number:	77731607	STICK 'N STAY
Serial Number:	77731579	SEAL & TOSS
Registration Number:	3808085	DRYEL ON THE GO
Registration Number:	3801082	DRYEL 3-IN-1 TOUCH-UP SPRAY
Registration Number:	3695956	ALL IN ONE
Registration Number:	3663252	STS SYSTEM
Registration Number:	3624963	SAFE TRIM SYSTEM
Registration Number:	3615752	DRYEL

OP \$540.00 85204256

Registration Number:	3615742	ULTRACLEANING
Registration Number:	3629046	SPACE FRESHENER
Registration Number:	3670569	GROUT DEFENSE
Registration Number:	3655563	DESIGNER SERIES
Registration Number:	3538006	ULTRA STICK TECHNOLOGY
Registration Number:	3588000	TOUGH ON LINT!
Registration Number:	3743563	AIR ACCENTS

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6475.001
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	01/14/2011

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT, dated as of January 12, 2011, is made by THE EVERCARE COMPANY, a Delaware corporation ("Grantor"), in favor of ORIX FINANCE CORP., as administrative agent (together with its successors and assigns in such capacity, "Agent") for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of July 3, 2008 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, Grantor, certain affiliates of Grantor, Agent, and the financial institutions from time to time party thereto (collectively, the "Lenders") entered into that certain Credit Agreement, dated as of July 3, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby amended by supplementing Schedule I to the Trademark Security Agreement to include the information set forth on Schedule I attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. In proving this Amendment 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 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.


(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE

AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment
as of the date first written above.

THE EVERCARE COMPANY

By: 
Name: Helen Wood
Title: VP + Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

ORIX FINANCE CORP., as Agent

By _____
Name _____
Title _____

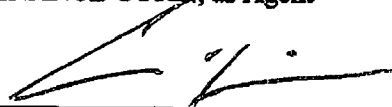
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

THE EVERCARE COMPANY

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ORIX FINANCE CORP., as Agent

By  _____
Name Christopher L. Smith
Title Authorized Representative

**SCHEDULE I TO FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date
Odorlift	The Evercare Company	85204256	12/22/10		
Drystep	The Evercare Company	85204247	12/22/10		
Firm Sweep	The Evercare Company	85203180	12/21/10		
Gentle Sweep	The Evercare Company	85203159	12/21/10		
Readyrase	The Evercare Company	85188718	12/1/10		
Kitchen Décor	The Evercare Company	77841911	10/5/09		
Stick 'N Stay	The Evercare Company	77731607	5/7/09		
Seal & Toss	The Evercare Company	77731579	5/7/09		
Dryel on the Go	The Evercare Company	77698828	3/25/09	3808085	6/22/10
Dryel 3-in-1 Touch-Up Spray	The Evercare Company	77796651	8/4/09	3801082	6/8/10
All In One	The Evercare Company	77734145	5/11/09	3695956	10/13/09
STS System	The Evercare Company	77646866	1/9/09	3663252	8/4/09
Safe Trim System	The Evercare Company	77646841	1/9/09	3624963	5/19/09
Dryel	The Evercare Company	77582020	10/9/08	3615752	5/5/09
Ultracleaning	The Evercare Company	77581900	9/30/08	3615742	5/5/09
Space Freshener	The Evercare Company	77503061	6/19/08	3629046	5/26/09
Grout Defense	The Evercare Company	77494773	6/9/08	3670569	8/18/09
Designer Series	The Evercare Company	77438474	4/2/08	3655563	7/14/09
Ultra Stick Technology	The Evercare Company	77218251	6/28/07	3538006	11/25/08
Tough on Lint!	The Evercare Company	77218210	6/28/07	3588000	3/10/09
Air Accents	The Evercare Company	76698153	6/29/09	3743563	2/2/10