

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Senior Subordinated Debt)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coverall North America, Inc.		02/23/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 109047 -- Attn: Mezzanine Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2178521	COVERALL
Registration Number:	2075333	COVERALL CLEANING CONCEPTS
Registration Number:	1991930	THE ART AND SCIENCE OF CLEANING
Registration Number:	1931173	THE ART AND SCIENCE OF CLEANING
Registration Number:	2155399	MAKING YOUR WORLD A CLEANER PLACE
Registration Number:	2182697	WHEN IT HAS TO BE ABSOLUTELY CLEAN
Registration Number:	2204464	CUSTOMERS FOR LIFE
Registration Number:	2337703	COVERALL CLEANING CONCEPTS
Registration Number:	2533774	SINGLE SOURCE BY COVERALL
Registration Number:	3119778	DISCOVERALL
Registration Number:	3519915	C.A.R.E.
Registration Number:	3519913	FOCUS 180
Registration Number:	3547673	HEALTHY CLEANING DOWN TO A SCIENCE

CH \$790.00 2178521

Registration Number:	3554822	CLEANING WITH SCIENCE FOR A HEALTHIER WORLD
Registration Number:	3609774	YOUR PARTNER IN INFECTION CONTROL
Registration Number:	3656023	FRANSYS
Registration Number:	3670632	CLEANING FOR THE UNSEEN
Registration Number:	3690325	GERMVILLE
Registration Number:	3711149	COVERALL EVS FOR HEALTHCARE
Registration Number:	3780009	COLOR CODING FOR HEALTH
Registration Number:	3811485	COVERALL HEALTH-BASED CLEANING SYSTEM
Registration Number:	3811486	HEALTH-BASED CLEANING SYSTEM
Registration Number:	3818991	COVERALL HEALTH-BASED CLEANING SYSTEM
Registration Number:	3818990	COVERALL HEALTH-BASED CLEANING SYSTEM
Registration Number:	3818992	HEALTH-BASED CLEANING SYSTEM
Registration Number:	3825696	HEALTH-BASED CLEANING SYSTEM
Registration Number:	3881979	CLEANING CONCEPTS
Serial Number:	77603106	COVERALL COLOR-CODING FOR HEALTH
Registration Number:	2256124	AMERI-SERVE CLEANING CONCEPTS
Registration Number:	3690327	GERMVILLE A SICK PLACE TO LIVE
Registration Number:	3690326	GERMVILLE A SICK PLACE TO LIVE

CORRESPONDENCE DATA

Fax Number: (202)533-9099
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-467-8856
Email: behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: 1909 K Street, NW -- 9th Floor
Address Line 2: Attn: Richard S. Donnell, Esq.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	5252-734/0769/COVERALLTM
NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	03/31/2011

Total Attachments: 4
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TRADEMARK

REEL: 004512 FRAME: 0653

TRADEMARK SECURITY AGREEMENT

(Senior Subordinated Debt - Short Form)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 23, 2011 (the "Effective Date"), between **COVERALL NORTH AMERICA, INC.**, a Delaware corporation ("Debtor"), whose principal place of business and mailing address is 5201 Congress Avenue, Suite 275, Boca Raton, FL 33487, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), with offices at 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, Attention: Mezzanine Finance Group, is as follows:

This Agreement is executed in connection with: (a) the Senior Subordinated Credit Agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between Debtor and Lender and (b) the Trademark Security Agreement dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by Debtor and Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of the following:

(a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

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. Nothing herein shall be construed to supersede, or to have merged into, the Security Agreement or any of the FTSF Senior Debt Documents, all of which will remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

COVERALL NORTH AMERICA, INC.

By: *Theodore F. Elliott*
Name: Theodore F. Elliott
Title: President and Chief Executive Officer

FIFTH THIRD BANK

By: _____
Harrison S. Mullin, Vice President

STATE OF FL
COUNTY OF Palm Beach, SS:

The foregoing instrument was acknowledged before me this 22 day of February, 2011, by Theodore F. Elliott, President and Chief Executive Officer of Coverall North America, Inc., a Delaware corporation, on behalf of such corporation.

Shelley Taulman
Notary Public

My commission expires: 4.18.12



SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT (SHORT FORM)
(SENIOR SUBORDINATED DEBT)

TRADEMARK
REEL: 004512 FRAME: 0655

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.


COVERALL NORTH AMERICA, INC.

By: _____
Name: ~~Marilyn Feltz~~ Theodore F. Elliott

Title: ~~Chief Financial Officer and Treasurer~~

President and Chief Executive Officer

FIFTH THIRD BANK

By: 
Harrison S. Mullin, Vice President

STATE OF _____,
COUNTY OF _____, SS:

The foregoing instrument was acknowledged before me this ____ day of February, 2011, by ~~Marilyn Feltz, Chief Financial Officer and Treasurer~~ of Coverall North America, Inc., a Delaware corporation, on behalf of such corporation.

Notary Public

My commission expires: _____

SCHEDULE I

TRADEMARKS

Mark	Serial No.	Reg. No.
COVERALL	75/330,805	2,178,521
COVERALL CLEANING CONCEPTS	75/077,724	2,075,333
THE ART AND SCIENCE OF CLEANING	74/566,670	1,991,930
THE ART AND SCIENCE OF CLEANING	74/567,000	1,931,173
MAKING YOUR WORLD A CLEANER PLACE	75/084,622	2,155,399
WHEN IT HAS TO BE ABSOLUTELY CLEAN	75/084,623	2,182,697
CUSTOMERS FOR LIFE	75259,280	2,204,464
COVERALL CLEANING CONCEPTS & DESIGN	75/565,688	2,337,703
SINGLE SOURCE BY COVERALL	76/077,870	2,533,774
DISCOVERALL	78/614,775	3,119,778
C.A.R.E.	77/427,113	3,519,915
FOCUS 180	77/427,100	3,519,913
HEALTHY CLEANING DOWN TO A SCIENCE	77/239,922	3,547,673
CLEANING WITH SCIENCE FOR A HEALTHIER WORLD	77/225,599	3,554,822
YOUR PARTNER IN INFECTION CONTROL	77/360,801	3,609,774
FRANSYS	78/966,965	3,656,023
CLEANING FOR THE UNSEEN	77/519,018	3,670,632
GERMVILLE A SICK PLACE TO LIVE	77/510,039	3,690,327
GERMVILLE A SICK PLACE TO LIVE & DESIGN	77/510,024	3,690,326
GERMVILLE	77/510,005	3,690,325
COVERALL EVS FOR HEALTHCARE	77/584,897	3,711,149
COLOR CODING FOR HEALTH	77/605,089	3,780,009
COVERALL HEALTH-BASED CLEANING SYSTEM	77/534,797	3,811,485
HEALTH-BASED CLEANING SYSTEM	77/534,836	3,811,486
COVERALL HEALTH-BASED CLEANING SYSTEM & DESIGN (DARK GREEN)	77/504,341	3,818,991
COVERALL HEALTH-BASED CLEANING SYSTEM & DESIGN (LIGHT GREEN)	77/504,180	3,818,990
HEALTH-BASED CLEANING SYSTEM & DESIGN (LIGHT GREEN)	77/504,354	3,818,992
HEALTH-BASED CLEANING SYSTEM®& DESIGN (DARK GREEN)	77/504,307	3,825,696
CLEANING CONCEPTS	77/156,058	3,881,979
COVERALL COLOR-CODING FOR HEALTH	77/603,106	Pending
AMERI-SERVE CLEANING CONCEPTS	75/433,690	2256124

TRADEMARK