

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
Rainbow International Carpet Dyeing & Cleaning Company		07/03/2012	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC
Street Address:	30 S. WACKER DRIVE
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2054615	"THE CLEAN EXPERIENCE" RAINBOW INTERNATIONAL CARPET CARE & RESTORATION SPECIALIST
Registration Number:	2599285	1-888-HANDLED HANDLE THE JOB WITH ONE CALL.
Registration Number:	3346548	
Registration Number:	1778100	
Registration Number:	2488873	HANDLE THE JOB WITH ONE CALL
Registration Number:	2768905	R
Registration Number:	2850175	RAINBOW INTERNATIONAL
Registration Number:	1672096	RAINBOW INTERNATIONAL
Registration Number:	3207135	RAINBOW INTERNATIONAL RESTORATION & CLEANING
Registration Number:	3165228	STORM SURGE

CORRESPONDENCE DATA

Fax Number:	2124466460
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CH \$265.00 2054615

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2124464800
Email: hsmith@kirkland.com
Correspondent Name: Hayley Smith, Senior Legal Assistant
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23116-5
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	07/10/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the date set forth in the signature page below, is made by Rainbow International Carpet Dyeing & Cleaning Company, a Texas corporation (herein referred to as "Grantor") in favor of Madison Capital Funding LLC, as agent for the Lenders (as defined below) (the "Agent") for the Lenders party to the Credit Agreement (as defined below).

WHEREAS, the Grantor owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses (as defined in the Guarantee and Collateral Agreement referred to below);

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among the Borrowers (as defined in the Credit Agreement), Holdings (as defined in the Credit Agreement), the other persons party thereto as Loan Parties (as defined in the Credit Agreement), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and the Agent; and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a Lien (as defined in the Credit Agreement) on the Collateral (as defined in the Credit Agreement), including the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a Lien in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, subject to the rights of the licensors therein, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property

rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof, all subject to and in accordance with, the Credit Agreement and the Collateral Agreement.

The foregoing Lien is granted in conjunction with the Lien granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the Lien in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 30th day of July, 2012.

RAINBOW INTERNATIONAL LLC

By: Thomas J. Buckley
Name: Thomas J. Buckley
Title: Treasurer

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement Supplement]

**TRADEMARK
REEL: 004818 FRAME: 0410**

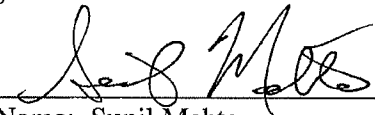
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 3rd day of _____, 2012.

RAINBOW INTERNATIONAL LLC

By: _____
Name:
Title:




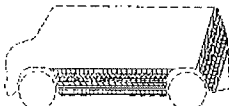

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: 
Name: Sunil Mehta
Title: Senior Vice President

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
"THE CLEAN EXPERIENCE" RAINBOW INTERNATIONAL CARPET CARE & RESTORATION SPECIALIST 	U.S. Federal	75060828 2/22/1996	2054615 4/22/1997	Rainbow International Carpet Dyeing & Cleaning Company
1-888-HANDLED HANDLE THE JOB WITH ONE CALL. 	U.S. Federal	76224589 3/14/2001	2599285 7/23/2002	Rainbow International Carpet Dyeing & Cleaning Company
DESIGN ONLY 	U.S. Federal	76595994 6/7/2004	3346548 12/4/2007	Rainbow International Carpet Dyeing & Cleaning Co.
DESIGN ONLY 	U.S. Federal	74191650 8/5/1991	1778100 6/22/1993	Rainbow International Carpet Dyeing & Cleaning Co.
HANDLE THE JOB WITH ONE CALL	U.S. Federal	75809892 9/28/1999	2488873 9/11/2001	Rainbow International Carpet Dyeing & Cleaning Company
R 	U.S. Federal	76415864 6/4/2002	2768905 9/30/2003	Rainbow International Carpet Dyeing & Cleaning Co.
RAINBOW INTERNATIONAL	U.S. Federal	76415867 6/4/2002	2850175 6/8/2004	Rainbow International Carpet Dyeing & Cleaning Co.
RAINBOW INTERNATIONAL	U.S. Federal	74152283 3/29/1991	1672096 1/14/1992	Rainbow International Carpet Dyeing & Cleaning Co.
RAINBOW INTERNATIONAL RESTORATION & CLEANING	U.S. Federal	76644057 8/2/2005	3207135 2/13/2007	Rainbow International Carpet Dyeing & Cleaning Co.

MARK	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
STORM SURGE	U.S. Federal	78769964 12/9/2005	3165228 10/31/2006	Rainbow International Carpet Dyeing & Cleaning Co.