

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eagle Controlled 2 Ohio Spinco, Inc.		01/28/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	U.S. Bank National Association, as Notes Collateral Agent
<b>Street Address:</b>	1349 W. Peachtree Street, Suite 1050
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30309
<b>Entity Type:</b>	Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 31</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2815266	ACCU-TAB
Registration Number:	2402564	ACCU-TAB
Registration Number:	4009620	ACCU-TAB
Registration Number:	2495432	ACCU-TAB
Registration Number:	2677850	ACCU-TAB SYSTEM
Serial Number:	85431981	AMERICHLOR
Registration Number:	3577918	
Registration Number:	2861451	
Serial Number:	85386741	AMERITABS
Registration Number:	1654155	INDUCLOR
Serial Number:	85067715	INCREDIPOOL
Registration Number:	4050026	INDUTABS
Registration Number:	3532458	JOE POOL
Registration Number:	1374535	PITTABS

**TRADEMARK**

OP \$790.00 2815266

Registration Number:	1021812	PITTCOLOR
Registration Number:	2675591	POWER PRO
Registration Number:	2814213	POWERBASE
Registration Number:	3713059	START BLUE. STAY BLUE.
Registration Number:	1779411	SUMMER SHIELD
Registration Number:	2146093	SUSTAIN
Registration Number:	1899493	TEPHRAM
Registration Number:	3313387	THE "PER"-FECT SOLUTION FOR YOUR DRYCLEANING NEEDS
Registration Number:	3225518	THE PRODUCTIVITY EDGE
Registration Number:	3332008	TITAN
Registration Number:	721208	TRI-ETHANE
Registration Number:	4007430	VERSACHLOR
Registration Number:	2856830	VERSATRANS
Registration Number:	4106683	
Registration Number:	3353446	WEATHERSPOT
Registration Number:	3005093	WE'VE GOT THE POWER
Serial Number:	85719920	CLEANSLATE

**CORRESPONDENCE DATA**

**Fax Number:**

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

**Email:** daniel.cote@thomsonreuters.com  
**Correspondent Name:** James P. Murphy, Legal Assistant  
**Address Line 1:** 80 Pine Street  
**Address Line 2:** Cahill Gordon & Reindel LLP  
**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	James P. Murphy, Legal Assistant
<b>Signature:</b>	/daniel cote thomsonreuters/
<b>Date:</b>	02/11/2013

**Total Attachments: 17**

source=Trademark Security Agreement (Executed)#page1.tif  
source=Trademark Security Agreement (Executed)#page2.tif  
source=Trademark Security Agreement (Executed)#page3.tif  
source=Trademark Security Agreement (Executed)#page4.tif  
source=Trademark Security Agreement (Executed)#page5.tif  
source=Trademark Security Agreement (Executed)#page6.tif

source=Trademark Security Agreement (Executed)#page7.tif  
source=Trademark Security Agreement (Executed)#page8.tif  
source=Trademark Security Agreement (Executed)#page9.tif  
source=Trademark Security Agreement (Executed)#page10.tif  
source=Trademark Security Agreement (Executed)#page11.tif  
source=Trademark Security Agreement (Executed)#page12.tif  
source=Trademark Security Agreement (Executed)#page13.tif  
source=Trademark Security Agreement (Executed)#page14.tif  
source=Trademark Security Agreement (Executed)#page15.tif  
source=Trademark Security Agreement (Executed)#page16.tif  
source=Trademark Security Agreement (Executed)#page17.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2013, is made by the entity listed on the signature pages hereto (the "Grantor"), in favor of U.S. Bank National Association as notes collateral agent (in such capacity, together with its successors and permitted assigns, the "Notes Collateral Agent") for the Secured Parties (as defined in the Indenture referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Indenture dated as of December 22, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among the Company, the Guarantors party thereto and the Notes Collateral Agent, the Company has issued its 9% Senior Secured Notes Due 2017 (together with any Additional Notes, the "Notes"); and

WHEREAS, the Grantor is party to the Pledge and Security Agreement dated as of December 22, 2009 by the Grantor and the other grantors party thereto in favor of the Notes Collateral Agent (the "Security Agreement") pursuant to which the Grantor is required to executed and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with Notes Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Notes Collateral Agent for the benefit of the Secured Parties, and grants to Notes Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without

limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark s and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EAGLE CONTROLLED 2 OHIO SPINCO,  
INC.

as Grantor


By: 

Name: Timothy Mann, Jr.

Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION  
as Notes Collateral Agent

By:   
Name: **Jack Eilerin**  
Title: **Vice President**

[Signature Page to Trademark Security Agreement -- 9% Notes]

**TRADEMARK**  
**REEL: 004959 FRAME: 0739**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
1.	Australia	Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	862142	01/04/2001	862142	01/04/2001
2.	Brazil	Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	823.505.529	01/05/2001	823.505.529	12/12/2006
3.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	1084717	11/30/2000	581431	05/13/2003
4.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	1513295	01/31/2011	814591	12/22/2011
5.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	2018992	12/26/2000	2018992	12/18/2002
6.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	1152375	02/03/2011	1269853	02/22/2012
7.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	465110	01/09/2001	743063	04/29/2002



	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
8.	United States	Inc. Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	75/830250	11/11/1999	2815266	02/17/2004
9.	United States	Inc. Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	75/534661	08/11/1998	2402564	11/07/2000
10.	United States	Inc. Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB	85222156	01/20/2011	4009620	08/09/2011
11.	United States	Inc. Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB and Design	75752887	07/16/1999	2495432	10/09/2001
12.	United States	Inc. Eagle Controlled 2 Ohio Spinco, Inc.	ACCU-TAB SYSTEM AND DESIGN	76/396673	04/16/2002	2677850	01/21/2003
13.	Canada	Inc. Eagle Controlled 2 Ohio Spinco, Inc.	AMERICHLOR	1545517	09/28/2011	pending	N/A
14.	Mexico	Inc. Eagle Controlled 2 Ohio Spinco, Inc.	AMERICHLOR	1214879	09/27/2011	pending	N/A
15.	United States	Inc. Eagle Controlled 2 Ohio Spinco, Inc.	AMERICHLOR	85431981	9/26/2011	pending	N/A

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
16.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	AMERITABS	1538048	08/02/2011	pending	N/A
17.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	AMERITABS	85386741	08/02/2011	pending	N/A
18.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	caricature of joe pool man design	78707149	09/06/2005	3577918	02/17/2009
19.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	design of ribbons	1164807	01/15/2003	TMA638524	04/28/2005
20.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	design of ribbons	3012515	01/17/2003	3012515	04/13/2004
21.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	design of ribbons	78/183221	11/08/2002	2861451	07/06/2004
22.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	INCREDIPOOL	1485975	06/21/2010	pending	N/A
23.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	INCREDIPOOL	9191991	06/21/2010	9191991	12/06/2010
24.	Mexico	Eagle Controlled 2	INCREDIPOOL	1098721	06/22/2010	1167172	07/05/2010

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
25.	Mexico	Ohio Spinco, Inc. Eagle Controlled 2 Ohio Spinco, Inc.	INCREDIPOOL	1098718	06/22/2010	1167171	07/05/2010
26.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	INCREDIPOOL	85/067715	06/21/2010	pending	N/A
27.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	INDUCLOR	1463277	12/17/2009	pending	N/A
28.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	INDUCLOR	8947301	03/11/2010	8947301	09/02/2010
29.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	INDUCLOR	1057442	12/21/2009	1138307	01/19/2010
30.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	INDUCLOR	74/007655	12/04/1989	1654155	08/20/1991
31.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	INDUTABS	1472970	03/12/2010	pending	N/A
32.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	INDUTABS	8947376	03/11/2010	8947376	09/02/2010

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
33.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	INDUTABS	1074040	03/12/2010	1151333	03/30/2010
34.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	INDUTABS	77/957345	03/12/2010	4050026	11/01/2011
35.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	JOE POOL	78/668358	07/12/2005	3532458	11/11/2008
36.	Brazil	Eagle Controlled 2 Ohio Spinco, Inc.	PELS	831248572	10/26/2011	pending	N/A
37.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	PELS	1559354	01/11/2012	pending	N/A
38.	Chile	Eagle Controlled 2 Ohio Spinco, Inc.	PELS	976252	10/26/2011	955146	07/09/2012
39.	Dominican Republic	Eagle Controlled 2 Ohio Spinco, Inc.	PELS	2011-30054	12/16/2011	194655	05/01/2012
40.	Jamaica	Eagle Controlled 2 Ohio Spinco, Inc.	PELS	59137	10/25/2011	59137	06/18/2012
41.	Mexico	Eagle Controlled 2	PELS	1222957	10/26/2011	pending	N/A

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
		Ohio Spinco, Inc.					
42.	Australia	Eagle Controlled 2 Ohio Spinco, Inc.	PITTABS	395145	08/05/1983	395145	08/05/1983
43.	Brazil	Eagle Controlled 2 Ohio Spinco, Inc.	PITTABS	811264777	08/11/1983	811264777	11/06/1984
44.	Puerto Rico	Eagle Controlled 2 Ohio Spinco, Inc.	PITTABS	27471	10/7/1996	27471	10/11/1997
45.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	PITTABS	73/504071	10/15/1984	1374535	12/10/1985
46.	Australia	Eagle Controlled 2 Ohio Spinco, Inc.	PITTCLOR	386413	01/20/1983	386413	01/20/1983
47.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	PITTCLOR	488126	06/09/1982	276735	02/18/1983
48.	Ecuador	Eagle Controlled 2 Ohio Spinco, Inc.	PITTCLOR	1305/82	07/02/1982	506/82	11/15/1982
49.	Ecuador	Eagle Controlled 2 Ohio Spinco, Inc.	PITTCLOR	1306/82	07/02/1982	507/82	11/15/1982

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
50.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	PITTCLOR	967430	10/26/1998	967430	07/04/2001
51.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	PITTCLOR	212782	02/15/1983	286329	07/00/1984
52.	New Zealand	Eagle Controlled 2 Ohio Spinco, Inc.	PITTCLOR	144637	10/29/1982	144637	03/06/1987
53.	Puerto Rico	Eagle Controlled 2 Ohio Spinco, Inc.	PITTCLOR	25092	04/06/1983	25092	09/28/1983
54.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	PITTCLOR	73/044811	02/21/1975	1021812	10/07/1975
55.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	POWER PRO	1129126	01/24/2002	TMA627574	12/06/2004
56.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	POWER PRO	76/290256	07/25/2001	2675591	01/14/2003
57.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	POWERBASE	1163711	12/31/2002	TMA623830	10/28/2004
58.	European Community	Eagle Controlled 2	POWERBASE	2994077	01/02/2003	2994077	01/25/2005

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
59.	United States	Ohio Spinco, Inc. Eagle Controlled 2 Ohio Spinco, Inc.	POWERBASE	78155815	08/20/2002	2814213	02/10/2004
60.	Australia	Eagle Controlled 2 Ohio Spinco, Inc.	POWERPRO	900955	01/22/2002	900955	01/22/2002
61.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	POWERPRO	2544658	01/22/2002	2544658	10/02/2003
62.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	SHOCK CUP	1140416	05/13/2002	TMA652883	11/17/2005
63.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	START BLUE. STAY BLUE	77/550265	08/19/2008	3713059	11/17/2009
64.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	SUMMER SHIELD	74/163218	05/03/1991	1779411	06/29/1993
65.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	SUSTAIN	75/224754	01/13/1997	2146093	03/24/1998
66.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	TEPHRAM	74/262432	04/03/1992	1899493	06/13/1995

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
67.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	THE "PER"-FECT SOLUTION FOR YOUR DRYCLEANING NEEDS	78/263752	06/18/2003	3313387	10/16/2007
68.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	THE PRODUCTIVITY EDGE	1196016	11/06/2003	TMA710666	04/01/2008
69.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	THE PRODUCTIVITY EDGE	78/322254	11/03/2003	3225518	04/03/2007
70.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	TITAN	78/808056	02/06/2006	3332008	11/06/2007
71.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	TITAN and Design	767010	02/20/2006	935734	05/29/2006
72.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	TITAN and Design	767011	02/20/2006	934721	05/26/2006
73.	South Korea	Eagle Controlled 2 Ohio Spinco, Inc.	TRI-ETHANE	40-1972-0000192	01/17/1972	400026254000	04/25/1972
74.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	TRI-ETHANE	72110930	12/28/1960	721208	9/12/1961



	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
75.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	VERSACHLOR	1488315	07/12/2010	pending	N/A
76.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	VERSACHLOR	9243973	07/13/2010	9243973	12/24/2010
77.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	VERSACHLOR	1103936	07/13/2010	1189389	11/18/2010
78.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	VERSACHLOR	1103935	07/13/2010	1189625	11/19/2010
79.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	VERSACHLOR	85/082210	07/12/2010	4007430	08/02/2011
80.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	VERSATRANS	1153066	09/18/2002	TMA635361	03/16/2005
81.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	VERSATRANS	2863751	09/23/2002	2863751	04/15/2004
82.	Japan	Eagle Controlled 2 Ohio Spinco, Inc.	VERSATRANS	2003-68200	08/11/2003	4755776	03/12/2004
83.	United States	Eagle Controlled 2	VERSATRANS	78/162949	09/11/2002	2856830	06/22/2004

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
84.	Canada	Ohio Spinco, Inc. Eagle Controlled 2 Ohio Spinco, Inc.	wave, sun, and cube design	1532685	06/21/2011	pending	N/A
85.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	wave, sun, and cube design	10066033	06/21/2011	10066033	11/23/2011
86.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	wave, sun, and cube design	1189217	06/23/2011	1245896	10/19/2011
87.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	wave, sun, and cube design	1189216	06/23/2011	1249431	11/08/2011
88.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	wave, sun, and cube design	85201640	12/20/2010	4106683	02/28/2012
89.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	WEATHERSPOT	78/626684	05/10/2005	3353446	12/11/2007
90.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	WE'VE GOT THE POWER	78387581	03/19/2004	3005093	10/04/2005
91.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	ZAPPIT	1451093	09/09/2009	TMA831457	09/07/2012

	Country	Owner	Mark	Appl. No.	Appl. Filing Date	Reg. No.	Registration Date
92.	Australia	Eagle Controlled 2 Ohio Spinco, Inc.	CLEANSLATE	1512916	09/06/2012	pending	N/A
93.	Brazil	Eagle Controlled 2 Ohio Spinco, Inc.	CLEANSLATE	840257856	09/06/2012	pending	N/A
94.	Canada	Eagle Controlled 2 Ohio Spinco, Inc.	CLEANSLATE	1592878	09/05/2012	pending	N/A
95.	European Community	Eagle Controlled 2 Ohio Spinco, Inc.	CLEANSLATE	011162062	09/04/2012	pending	N/A
96.	Mexico	Eagle Controlled 2 Ohio Spinco, Inc.	CLEANSLATE	1306538	09/06/2012	pending	N/A
97.	United States	Eagle Controlled 2 Ohio Spinco, Inc.	CLEANSLATE	85719920	09/04/2012	pending	N/A
98	Puerto Rico	Eagle Controlled 2 Ohio Spinco, Inc.	PELS	80,950	07/17/2012	pending	N/A