

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
Rug Doctor, Inc.		10/03/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4151025	RUG DOCTOR RAPID RENT
Registration Number:	4119309	MIGHTY PRO X3
Registration Number:	4106494	X3
Registration Number:	3345821	HOPES & GLEAMS
Registration Number:	3817641	GET YOUR CARPET CLEAN TO THE CORE
Registration Number:	3792114	
Registration Number:	3644876	
Registration Number:	3716633	A CLEANER HOME. A GREENER WORLD.
Registration Number:	3551514	CARPET DOCTOR
Registration Number:	3613356	OXY-STEAM GREEN
Serial Number:	85907877	CLEAN DEEPER. FEEL BETTER.
Serial Number:	85140658	PET DOCTOR
Serial Number:	85140650	PET DOCTOR BY RUG DOCTOR

CORRESPONDENCE DATA

900267997

**TRADEMARK**  
 REEL: 005124 FRAME: 0348

OP \$340.00 4151025

Fax Number: 3129939767

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

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda Kastner
Signature:	/lk/
Date:	10/03/2013

**Total Attachments: 10**

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## SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 3, 2013, is made by RUG DOCTOR, INC. (“Borrower”), a Delaware corporation, RDR HOLDINGS, INC. (“Holdings”), a Delaware corporation, and NATURE’S FINEST, LLC, a Delaware limited liability company (“Nature’s Finest” together with Borrower and Holdings, each a “Grantor” and collectively, “Grantors”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“GE Capital”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other secured parties.

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 19, 2007 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Guarantors, the Lenders and L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of November 1, 2007, in favor of Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Security Agreement pursuant to which such Grantor is required to execute and deliver this Supplemental Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.
2. Grant of Security Interest in Intellectual Property Collateral. Each 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 such Grantor, hereby grants to Agent for the benefit of the Lenders and the other secured

parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the “Trademark, Copyright and Patent Collateral”):

(a) all of its Trademark registrations and applications for such registrations, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no lien on or security interest is granted on any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office;

(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

(d) 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;

and

(a) all of its copyrights, including, without limitation, those referred to on Schedule 2 hereto (the “Copyrights”);

(b) all renewals, reversions and extensions of the foregoing; 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.

and

(a) all of its Patents, including, without limitation, those referred to on Schedule 3 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; 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.

3. Security Agreement. The security interest granted pursuant to this Supplemental Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark, Copyright and Patent 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.

4. Grantor Remains Liable. Each 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 actions that are, in the reasonable judgment of such Grantor, necessary or desirable in connection with their Trademarks, Copyrights and Patents subject to a security interest hereunder.

5. Counterparts. This Supplemental Intellectual Property 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.

6. Governing Law and Jurisdiction. This Supplemental Intellectual Property 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 (including, without limitation, any claims based in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

**RDR HOLDINGS, INC.**, a Delaware corporation,  
as a Grantor

By: PLJL  
Name: PAUL LYNCH  
Title: SECRETARY

**RUG DOCTOR, INC.**, a Delaware corporation, as  
a Grantor


By: PLJL  
Name: PAUL LYNCH  
Title: secretary

**NATURE'S FINEST, LLC**, a Delaware limited  
liability company, as a Grantor

By: PLJL  
Name: PAUL LYNCH  
Title: secretary

ACCEPTED AND AGREED  
as of the date first written above:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Agent

By:   
Name: BOB LARSEN  
Title: Duly Authorized Signatory

[Signature Page to Supplemental Intellectual Property Security Agreement]

TRADEMARK  
REEL: 005124 FRAME: 0354

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Applications/Registrations

<b>Owner</b>	<b>Title</b>	<b>Application/ Registration No.</b>	<b>Date of Application/ Registration</b>
Rug Doctor, Inc.	Clean Deeper. Feel Better	85/907,877	04/18/2013
Rug Doctor, Inc.	Pet Doctor	85/140,658	09/29/2010
Rug Doctor, Inc.	Pet Doctor by Rug Doctor	85/140,650	09/29/2010
Rug Doctor, Inc.	Rug Doctor Rapid Rent	4,151,025	05/17/2011
Rug Doctor, Inc.	Mighty Pro X3	4,119,309	04/26/2011
Rug Doctor, Inc.	X3	4,106,494	10/26/2010
Rug Doctor, Inc.	Hopes & Gleams	3,345,821	11/27/2007
Rug Doctor, Inc.	Get Your Carpet Clean to the Core	3,817,641	07/13/2010
Rug Doctor, Inc.	Rug Doctor Mighty Pack Trade Dress	3,792,114	05/25/2010
Rug Doctor, Inc.	House and Leaf (Design Logo)	3,644,876	06/23/2009
Rug Doctor, Inc.	A Cleaner Home. A Greener World.	3,716,633	11/24/2009
Rug Doctor, Inc.	Carpet Doctor	3,551,514	12/23/2008
Rug Doctor, Inc.	Oxy-Steam Green	3,613,356	04/28/2009



SCHEDULE 2  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Registrations

<b>Owner</b>	<b>Title</b>	<b>Registration No.</b>	<b>Date of Registration</b>
Rug Doctor, Inc.	Four steps to a clean carpet	Vau000006136	12/26/1987
Rug Doctor, Inc.	Owner's manual / Rug Doctor, Inc.	TX00000512842	02/04/1980
Rug Doctor, Inc.	Rug doctor with the vibrating brush : carpet cleaning instructions	TX0001084240	04/26/1983
Rug Doctor, Inc.	Rug doctor with the vibrating brush : carpet cleaning instructions	TX0001087107	04/26/1983
Rug Doctor, Inc.	Rug doctor with the vibrating brush : carpet cleaning instructions	TX0001087108	04/26/1983
Rug Doctor, Inc.	RugDoctorPro instruction guide with warranty booklet	TX0006070394	10/28/2004
Rug Doctor, Inc.	Rug Doctor Pro commercial cleaning systems	TX0006072657	10/31/2002
Rug Doctor, Inc.	How to guide/instructional brochure	TX0006064153	10/21/2004
Rug Doctor, Inc.	[Ad slick : no. 11232]	VA0000687211	12/05/1994
Rug Doctor, Inc.	Carpet cleaning made Easy! Introducing the new EZ-1 – one piece unit from Rug Doctor	VA0000679113	10/03/1994
Rug Doctor, Inc.	Gratis instrucciones de manejo completas Rug Doctor maquinas de limpiar al vapor para alfombras y	VA000687214	12/05/1994

<b>Owner</b>	<b>Title</b>	<b>Registration No.</b>	<b>Date of Registration</b>
	tapices : no. 11067		
Rug Doctor, Inc.	How can a machine that works this well be this easy to use? : no. 11211	VA0000679117	10/03/1994
Rug Doctor, Inc.	How to.	VA0000645606	06/03/1994
Rug Doctor, Inc.	How to – Rug Doctor’s guide to cleaning your carpet and upholstery with the EZ-1	VA0000645227	06/03/1994
Rug Doctor, Inc.	Introducing the display rack that conquers space : no. 75993	VA0000679118	10/03/1994
Rug Doctor, Inc.	Join the resistance : Rug Doctor : no. 11218	VA0000679116	10/03/1994
Rug Doctor, Inc.	Now rent the power without the size, Mighty Pack : no. 75946	VA0000687215	12/05/1994
Rug Doctor, Inc.	Own your own. Rug Doctor EZ-1 Mighty Pack : no. 75958	VA0000679114	10/03/1994
Rug Doctor, Inc.	Owner’s manual : operating instructions for your new mighty pro steam carpet cleaning machine	VA0000705819	03/23/1995
Rug Doctor, Inc.	Para usar : instrucciones faciles para limpiar alfombras y tapiceria con el Mighty Pack de Rug Doctor : no. 11216	VA0000687210	12/05/1994
Rug Doctor, Inc.	Point of purchase advertising display : no. 11262	VA0000706013	03/23/1995

<b>Owner</b>	<b>Title</b>	<b>Registration No.</b>	<b>Date of Registration</b>
Rug Doctor, Inc.	Rug Doctor is steaming mad at dirt	VA0000687212	12/5/1994
Rug Doctor, Inc.	Rug Doctor EZ-1	VA0000665457	06/3/1994
Rug Doctor, Inc.	Rug Doctor EZ-1	VA0000665456	06/3/1994
Rug Doctor, Inc.	Rug Doctor: carpet care program	VA0000665493	06/3/1994
Rug Doctor, Inc.	Rent the new all-in-one EZ-1! No.11906	VA0000687216	12/5/1994
Rug Doctor, Inc.	Profit center brochure: no 11229	VA0000687213	12/5/1994
Rug Doctor, Inc.	Introducing the display rack that conquers space: no 75992	VA0000679115	10/3/1994

SCHEDULE 3  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Applications/Registrations

<b>Owner</b>	<b>Title</b>	<b>Application/ Registration No.</b>	<b>Date of Application/ Registration</b>
Rug Doctor, Inc.	Floor cleaning machine	13/326,699	12/15/2011
Rug Doctor, Inc.	Handheld vacuum tool attachment	D,674,978	01/22/2013
Rug Doctor, Inc.	Carpet cleaning machine rental kiosk	8,483,871	07/09/2013
Rug Doctor, Inc.	Dual mode carpet cleaning method	7,048,805	5/23/2006
Rug Doctor, Inc.	Carpet cleaning machine rental kiosk	8,483,871	11/23/2011
Rug Doctor, Inc.	Liquid extraction device	29/447,269	
Rug Doctor, Inc.	Liquid extraction device	29/447,273	
Rug Doctor, Inc.	Kiosk & method for renting carpet cleaning machines	61/711,625	
Rug Doctor, Inc.	Floor cleaning machine	13/326,699	12/15/2011
Rug Doctor, Inc.	Carpet cleaning machine	29/384,377	
Rug Doctor, Inc.	Handheld vacuum cleaner tool w/motorized brush	13/441,051	