

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Orix Finance Corp.		11/22/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Evercare Company
<b>Street Address:</b>	3440 Preston Ridge Road
<b>Internal Address:</b>	Suite 650
<b>City:</b>	Alpharetta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30005
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	3743563	AIR ACCENTS
Registration Number:	2840267	DRAIN POWER
Registration Number:	2596120	DRYEL
Serial Number:	77196987	DRYEL
Registration Number:	2207704	DRYEL
Registration Number:	2215509	
Registration Number:	2508189	DRYEL WEAR IT WELL
Serial Number:	77578099	DRYEL WEAR IT WELL
Registration Number:	2215510	
Registration Number:	2186197	DRYEL
Registration Number:	3801082	DRYEL 3-IN-1 TOUCH-UP SPRAY
Registration Number:	3808085	DRYEL ON THE GO
Registration Number:	3615752	DRYEL

CH \$840.00 3743563

Serial Number:	77796642	DRYEL 2-IN-1 IRONING SPRAY
Serial Number:	77043237	15-MINUTE DRY CLEANER
Registration Number:	4050766	ODORLIFT
Registration Number:	3012046	OPTIMESH
Registration Number:	3629046	SPACE FRESHENER
Registration Number:	3615742	ULTRACLEANING
Registration Number:	3225621	ILLUMISCENTS
Registration Number:	3120814	LITTLE THINGS. BIG DIFFERENCES.
Serial Number:	78267016	LITTLE THINGS, BIG DIFFERENCES
Serial Number:	78421500	NETTO
Serial Number:	77841972	AIRWASH
Serial Number:	77841970	AIR-WASH
Serial Number:	77841967	AIR WASH
Serial Number:	77841961	AIRWASH
Serial Number:	77841957	AIR-WASH
Serial Number:	77841955	AIR WASH
Serial Number:	77841909	AIRWASH
Serial Number:	77841906	AIR WASH
Serial Number:	77841903	AIR-WASH
Serial Number:	77841898	AIR WASH

**CORRESPONDENCE DATA**

Fax Number: 2165790212  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 216-586-3939  
Email: smarkovic@jonesday.com, pcyngier@jonesday.com  
Correspondent Name: Sasha Markovic  
Address Line 1: 901 LAKESIDE AVENUE  
Address Line 2: JONES DAY  
Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	447363-710002(EVERCARE)
NAME OF SUBMITTER:	SASHA MARKOVIC
Signature:	/Sasha Markovic/
Date:	11/26/2013

Total Attachments: 10

**TRADEMARK**  
**REEL: 005160 FRAME: 0909**

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**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This Termination and Release of Intellectual Property Security Agreements (the “Release”) is conveyed as of November, 22, 2013, by **ORIX FINANCE CORP.**, as administrative agent under the Credit Agreement referred to below (in such capacity, the “Agent”), in favor of **THE EVERCARE COMPANY** (the “Borrower”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement referred to below.

WHEREAS, reference is made to: (a) the Amended and Restated Credit Agreement, dated as of January 24, 2012 (as may be amended, restated, supplemented, or modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Loan Parties party thereto from time to time, the Lenders party thereto, and the Agent, (b) the Guarantee and Collateral Agreement, dated as of July 3, 2008 (as may be amended, restated, supplemented, or modified from time to time, the “Security Agreement”), by and among the Loan Parties and the Agent, (c) the Patent Security Agreement, dated as of July 3, 2008 (as may be amended, restated, supplemented, or modified from time to time, the “Patent Security Agreement”), by the Loan Parties in favor of the Agent and (d) the Trademark Security Agreement, dated as of July 3, 2008 (as may be amended, restated, supplemented, or modified from time to time, the “Trademark Security Agreement”), by the Loan Parties in favor of the Agent;

WHEREAS, pursuant to the Purchase and Sale Agreement dated as of November 22, 2013 (as in effect on such date, the “Purchase Agreement”) among the Borrower and Sweep Acquisition Company (“Buyer”), the Borrower has agreed to sell to the Buyer the Purchased Assets as defined in and in accordance with the terms of the Purchase and Sale Agreement (the “Specified Assets” and such transactions contemplated by the Purchase and Sale Agreement, the “Transaction”);

WHEREAS, the Specified Assets include all intellectual property of the Borrower necessary to or used or held for use in connection with Borrower’s business and assets associated with the development, manufacture, marketing, sales and distribution of liquid cleaning and drain pipe opening products, including the Products (the “Business” and such intellectual property, the “Specified IP”);

WHEREAS, the Specified IP includes all of the Borrower’s rights, title and interest in and to the Trademarks set forth on Exhibit A, and all of the Borrower’s rights, title and interest in and to the Patents and Patent Applications set forth on Exhibit B, attached hereto;

WHEREAS, as provided in and in accordance with the term of Security Agreement, the Patent Security Agreement and the Trademark Security Agreement, the Borrower, among other things, granted to the Agent (for its own benefit and the benefit of the other holders of the Secured Obligations) as security for the payment or performance, as the case may be, in full of the Secured Obligations, a security interest in all of its right, title and interest in, to and under all of the Collateral, which includes, without limitation, the Specified IP;

WHEREAS, the Security Interests related to patents were recorded with the United States Patent and Trademark Office (the “USPTO”) on July 16, 2008 at Reel 21243/Frame 0049, and the Security Interests related to trademark were recorded with the USPTO on July 16, 2008 at Reel 3816/Frame 0938 and January 14, 2011 at Reel 4453/Frame 0663;

WHEREAS, the Agent has agreed to terminate and release all security interests granted to it (for itself and on behalf of the other holders of the other Secured Obligations) under the Security Agreement, Patent Security Agreement and Trademark Security Agreement solely in the Specified IP (and for the avoidance of doubt, not any other Collateral).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Agent hereby agrees as follows:

1. The Agent, for itself and on behalf of the other holders of the Secured Obligations, hereby releases, terminates and discharges fully, the security interest in and lien on the Specified IP granted to it under the Security Agreement, Patent Security Agreement and Trademark Security Agreement.

2. For the avoidance of doubt, none of the Security Agreement, Patent Security Agreement or Trademark Security Agreement is terminated or released and each Borrower remains a party thereto.

3. The Agent understands and hereby agrees that this Release may be recorded by the Borrower, at the sole cost and expense of the Borrower, with the United States Patent and Trademark Office, and with the patent and trademark authorities in the jurisdictions in which the Borrower has such patents, trademarks, or applications for such patents or trademarks, to provide notice of and/or effectuate the Release.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

ORIX FINANCE CORP., as Agent



By: \_\_\_\_\_

Name: Christopher L. Smith

Title: Senior Managing Director

TERMINATION AND RELEASE OF  
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TRADEMARK  
REEL: 005160 FRAME: 0913

## EXHIBIT A

### TRADEMARK REGISTRATIONS/APPLICATIONS

<b>COUNTRY</b>	<b>APP. NO.</b>	<b>Reg. No.</b>	<b>TRADEMARK</b>	<b>STATUS</b>
ANGUILLA		3179	DRYEL	Active
ANTIGUA & BARBUDA	5607	5607	DRYEL	
ARGENTINA	1817408		DRYEL	Active
ARUBA		20046	DRYEL	Active
AUSTRALIA		770713	DRYEL	Active
AUSTRALIA	836567	836567	DRYEL (DoubleD Device 00)	
BAHAMAS		21712	DRYEL	Active
BAHRAIN	1262/2000	27718	DRYEL	
BARBADOS		81-14613	DRYEL	Active
BELARUS	19991125	14504	DRYEL	
BERMUDA		30771	DRYEL	Active
BERMUDA		31122	DRYEL	Active
PLURINATIONAL STATE OF BOLIVIA		79590-C	DRYEL	Active
PLURINATIONAL STATE OF BOLIVIA		89003-C	DRYEL AND DD DESIGN	Active
BRAZIL		822982773	DD DESIGN	Active
BRAZIL		821749781	DRYEL	Active
BRITISH VIRGIN ISLANDS	2085	3391	DRYEL	
BULGARIA	45833	37083	DRYEL	
CANADA	1056258	TMA579497	DOUBLE D DESIGN	Active
CANADA	0792899	TMA517077	DRYEL	Active
CANADA	0858215	TMA520617	DRYEL	Active
CANADA	1100788	TMA580317	DRYEL	Active
CANADA	1350561	TMA770688	DRYEL	Active
CANADA	0858212	TMA520618	DRYEL DESIGN ICON	Active
CANADA	0858213	TMA520824	ICON DESIGN	Active
CANADA		TMA678428	Little Things. Big Differences	Active

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CANADA	1195330	TMA625909	OPTIMESH	Active
CAYMAN ISLANDS		2201191	DRYEL	Active
CHILE	450564	278261	DRYEL	
COLUMBIA	99-036046	266821	DRYEL	
COLUMBIA	00-035663	268513	DRYEL(& DoubleD Device 00 bw)	
Community Trademarks	962753	962753	DRYEL	
Community Trademarks	459156	459156	DRYEL	
COSTA RICA		118422	DRYEL	
COSTA RICA	4679-00	330-7978	DRYEL(& DoubleD Device 00 bw)	
CROATIA	4/99-01/0771	Z990508	DRYEL	
CUBA	1064-99	130363	DRYEL	
CYPRUS		57135	DRYEL	Active
CZECH REPUBLIC	143279	228285	DRYEL	
DOMINICA	102-99	102-99	DRYEL	
DOMINICAN REPUBLIC		106844	DRYEL	Active
ECUADOR	96722	2562-00	DRYEL	
ECUADOR	106751	15681-02	DRYEL (& DOUBLE D DEVICE 00 BW)	
EGYPT	132570	132570	DRYEL	
EL SALVADOR	4220-99	244BK-104	DRYEL	
EL SALVADOR	1204135	158BK-143	DRYEL (7 Double D Device 00 bw)	
ETHIOPIA		3440	DRYEL	
EU		1672328	DRYEL(&DoubleD Device 00)	Active
EU-OHIM		459156	DRYEL	Active
EU-OHIM		962753	DRYEL AND DESIGN	Active
EU-OHIM		962688	DRYEL ICON DESIGN	Active
GRENADA	87-2000	87-2000	DRYEL	
GUATEMALA	1999-05234	110851	DRYEL	
GUATEMALA	2000-5431	123225	DRYEL (DOUBLE D DEVICE 00)	
GUYANA	17483A	17483A	DRYEL	

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HAITI		337-122	DRYEL	
HONDURAS	8409-99	76210	DRYEL	
HONDURAS	1403-2001	83053	DRYEL (& DOUBLE D DEVICE 00 BW)	
HUNGARY	M9903742	163397	DRYEL	
INDIA	922754	922754	DRYEL	
INDONESIA	D007375	475108	DRYEL	
ISRAEL		138761	DRYEL	Active
ISRAEL		145589	DRYEL	Active
JAMAICA		35523	DRYEL	
JAPAN	2000/53078	4535444	DRYEL (DOUBLE D DEVICE 00)	
KENYA	51349		DRYEL	
SOUTH KOREA	2001/23650	534896	DRYEL	
KUWAIT	49811	42420	DRYEL	
MALAYSIA	2000/4845		DRYEL	Active
MEXICO	409616	648597	DRYEL	Active
MEXICO	378617	617194	DRYEL	
MEXICO	423869	669361	DRYEL (DOUBLE D DEVICE 00)	
MONTSERRA T	3081	3081	DRYEL	
MOROCCO		73311	DRYEL	Active
NETHERLAN DS ANTILLES		1832	DRYEL	
NEW ZEALAND		614076	DD DESIGN	Active
NEW ZEALAND		614077	DD DESIGN	Active
NICARAGUA	99-02116	44259-CC	DRYEL	
NICARAGUA	2001-01160	51942-CC	DRYEL (& DOUBLE D DEVICE 00 BW)	
NORWAY	19970708	185419	DRYEL	Active
NORWAY	200006090	206491	DRYEL (DOUBLE D DEVICE 00)	
OMAN	22794	22794	DRYEL	
PAKISTAN	156778	156778	DRYEL	
PANAMA		101529-01	DRYEL	Active
PANAMA		107771-01	DRYEL (DoubleD Device	Active

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			00)	
PARAGUAY		247959	DRYEL	Active
PERU	085520-1999	61380	DRYEL	
PERU	106037-2000	65408	DRYEL (& DOUBLE D DEVICE 00 BW)	
POLAND	Z-205638	142329	DRYEL	
ROMANIA	55238	39711	DRYEL	
RUSSIAN FEDERATIO N	99708373	195040	DRYEL	
SAUDI ARABIA	64713	560/91	DRYEL	
SINGAPORE	2000/5645	2000/5645	DRYEL	
SLOVAKIA	POZ1497-99	193733	DRYEL	
SLOVENIA	Z-9970631	9970631	DRYEL	
SOUTH AFRICA	2000/08223	2000/08223	DRYEL	
ST KITTS- NEVIS		4958	DRYEL	
ST. LUCIA	369-2002	369-2002	DRYEL	
ST VINCENT	484083		DRYEL	
SURINAME		16361	DRYEL	
SWITZERLA ND	2475/1996	436454	DRYEL	
SWITZERLA ND	6362/2000	510025	DRYEL (DOUBLE D DEVICE 00)	
TANGANYIK A	27970	27970	DRYEL	
THAILAND	416821	KOR129975	DRYEL	
TRINIDAD & TOBAGO	29546	29546	DRYEL	
UGANDA	23682	23682	DRYEL	
UNITED ARAB EMIRATES	36847	30171	DRYEL	
UNITED KINGDOM	2201191	2201191	DRYEL	
U.S.	76698153	3743563	AIR ACCENTS	Active
U.S.	78233133	2840267	DRAIN POWER	Active
U.S.	78059819	2596120	DRYEL	
U.S.	77196987		DRYEL	

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U.S.	75/371986	2207704	DRYEL (& DEVICE 97)	
U.S.	75/371987	2215509	DRYEL (DEVICE 97)	
U.S.	78016293	2508189	DRYEL WEAR IT WELL	
U.S.	77578099		DRYEL WEAR IT WELL	
U.S.	75/371988	2215510	DRYEL (Device 97)	
U.S.	74723381	2186197	DRYEL	Active
U.S.	77796651	3801082	DRYEL 3-IN-1 TOUCH-UP SPRAY	Active
U.S.	77698828	3808085	DRYEL ON THE GO	Active
U.S.	77582020	3615752	DRYEL STYLIZED	Active
U.S.	77796642		DRYEL 2-IN-1 IRONING SPRAY	
U.S.	77043237		15-MINUTE DRY CLEANER	
U.S.	85204256	4050766	ODORLIFT	Active
U.S.	78291722	3012046	OPTIMESH	Active
U.S.	77503061	3629046	SPACE FRESHENER	Active
U.S.	77581900	3615742	ULTRACLEANING	Active
U.S.	78484454	3225621	ILLUMISCENTS	Not active
U.S.	78/976777	3120814	LITTLE THINGS, BIG DIFFERENCES	
U.S.	7867016		LITTLE THINGS, BIG DIFFERENCES	
U.S.		2840267	DRAIN POWER	
U.S.		3743563	AIR ACCENTS	
U.S.	78421500		NETTO	
U.S.	77841972		AIRWASH	
U.S.	77841970		AIR-WASH	
U.S.	77841967		AIR WASH	
U.S.	77841961		AIRWASH	
U.S.	77841957		AIR-WASH	
U.S.	77841955		AIR WASH	
U.S.	77841909		AIRWASH	
U.S.	77841906		AIR WASH	
U.S.	77841903		AIR-WASH	
U.S.	77841898		AIR WASH	
URUGUAY	313521	313521	DRYEL	
VENEZUELA	9829-99	P219665	DRYEL	
VENEZUELA	8589-00	P231602	DRYEL (DOUBLE D DEVICE 00)	

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YEMEN	18563	15312	DRYEL	
ZANZIBAR	257/2000	282/2000	DRYEL	

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**TRADEMARK**  
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## **EXHIBIT B**

### **PATENTS AND PATENT APPLICATIONS**

<b>COUNTRY</b>	<b>APP. NO. / PAT. NO.</b>	<b>TITLE</b>	<b>STATUS</b>
U.S.	6857296	FABRIC BAG FOR USE IN FABRIC CARE PROCESSES	Active
U.S.	5789368	FABRIC CARE BAG	Active
U.S.	6759006	FABRIC SANITIZATION PROCESS	Active
U.S.	5681355	HEAT RESISTANT DRY CLEANING BAG	Active
U.S.	D453598	TETRAHEDRAL FABRIC BAG FOR USE IN FABRIC CARE PROCESSES	Active
U.S.	D477699	TETRAHEDRAL FABRIC BAG FOR USE IN FABRIC CARE PROCESSES	Active
U.S.	D452353	TETRAHEDRAL PLASTIC FILM BAG FOR USE IN FABRIC CARE PROCESSES	Active
U.S.	7056023	WASH BAG ASSEMBLY	Active
Canada	CA2557773	WASH BAG ASSEMBLY	
China	200580009852	WASH BAG ASSEMBLY	