

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
Bradshaw Evercare Holdings, LLC		01/21/2014	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	John Hancock Life Insurance Company (U.S.A.)
Street Address:	197 Clarendon Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3695956	ALL IN ONE
Registration Number:	2225731	BIG DADDY
Registration Number:	3423921	COMFORT CHOICE
Registration Number:	3413691	COMFORT FOAM TECHNOLOGY
Registration Number:	3655563	DESIGNER SERIES
Registration Number:	2398760	EVERCARE
Registration Number:	2345235	EVERCARE
Registration Number:	4132752	FIRM SWEEP
Registration Number:	4310227	FUR ERASE
Registration Number:	4132751	GENTLE SWEEP
Registration Number:	3670569	GROUT DEFENSE
Registration Number:	2225868	HANDY HELPER
Registration Number:	4016682	KITCHEN DÉCOR
Registration Number:	1401233	LINT LIFTER

TRADEMARK

Registration Number:	1370191	LINT LIFT-ETTE
Registration Number:	0812516	LINT PIC-UP
Registration Number:	1856783	MAGIK BRUSH
Registration Number:	2378425	PET HAIR PIC-UP
Registration Number:	3427896	PREMIUM CHOICE
Registration Number:	3423928	PREMIUM PROTECTION TECHNOLOGY
Registration Number:	4161879	READYERASE
Registration Number:	3624963	SAFE TRIM SYSTEM
Registration Number:	3423923	SENSITIVE CHOICE
Registration Number:	1855802	STICKY WICKET
Registration Number:	3663252	STS SYSTEM
Registration Number:	1457453	SUPER TAC II
Registration Number:	2174850	SUPER TAC II
Registration Number:	3620895	TIDEE UP
Registration Number:	3588000	TOUGH ON LINT!
Registration Number:	3423922	ULTIMATE CHOICE
Registration Number:	3413692	ULTIMATE GUARD TECHNOLOGY
Registration Number:	3538006	ULTRA STICK TECHNOLOGY
Registration Number:	1138789	ZIP STRIP

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: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinelli

Address Line 1: c/o Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	51334/003
NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	01/29/2014

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 21st day of January 2014, Bradshaw Evercare Holdings, LLC, a Delaware limited liability company (“*Debtor*”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to John Hancock Life Insurance Company (U.S.A.) (“*JHUSA*”), with its mailing address at 197 Clarendon Street, Boston, Massachusetts 02116, Attn: Bradshaw Account Officer, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (JHUSA acting as such administrative agent and any successor(s) or assign(s) to JHUSA acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated December 28, 2012 (the “*Security Agreement*”), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time. All capitalized terms used in this Trademark Collateral Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

**Bradshaw Evercare Holdings, LLC, a
Delaware limited liability company**

By: Michael Rodrigue
Name: MICHAEL RODRIGUE
Title: CEO

Accepted and agreed to as of the date and year first above written.

**JOHN HANCOCK LIFE INSURANCE
COMPANY (U.S.A.), as Agent**

By: 

Name: Michael Foreman
Title: Duly Authorized Signatory
Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Trademark	Jurisdiction	App. No.	Reg. No.
ALL IN ONE	US	77734145	3695956
BIG DADDY	US	75413849	2225731
COMFORT CHOICE	US	77195918	3423921
COMFORT FOAM TECHNOLOGY	US	77194785	3413691 (Supp. Register)
DESIGNER SERIES	US	77438474	3655563
EVERCARE	US	75979353	2398760
EVERCARE (STYLIZED)	US	75684903	2345235
FIRM SWEEP	US	85203180	4132752
FUR ERASE	US	85508656	4310227
GENTLE SWEEP	US	85203159	4132751
GROUT DEFENSE	US	77494773	3670569
HANDY HELPER	US	75422908	2,225,868
KITCHEN DECOR	US	77982116	4016682
LINT LIFTER	US	73529924	1401233
LINT LIFT-ETTE	US	73529925	1370191
LINT PIC-UP	US	72172741	812516

MAGIK BRUSH	US	74458302	1856783
PET HAIR PIC-UP	US	75422850	2378425
PREMIUM CHOICE	US	77194773	3427896
PREMIUM PROTECTION TECHNOLOGY	US	77198123	3423928
READYERASE	US	85188718	4161879
SAFE TRIM SYSTEM	US	77646841	3624963
SENSITIVE CHOICE	US	77195978	3423923
STICKY WICKET	US	74461550	1855802
STS SYSTEM	US	77646866	3663252
SUPER TAC II	US	73609897	1457453
SUPER TAC II	US	75301467	2174850
TIDEE UP	US	78576255	3620895
TOUGH ON LINT!	US	77218210	3588000
ULTIMATE CHOICE	US	77195954	3423922
ULTIMATE GUARD TECHNOLOGY	US	77194797	3413692
ULTRA STICK TECHNOLOGY	US	77218251	3538006
ZIP STRIP	US	73186738	1138789