

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299528

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| RITE WAY SERVICE, LLC | | 03/19/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | LBC CREDIT PARTNERS III, L.P. | | |
| Street Address: | Cira Centre, 2929 Arch Street, Suite 1550 | | |
| City: | Philadelphia | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19104-2868 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2197705 | CARPET RITE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2126962900 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 212-969-3000 | | |
| Email: | trademark@proskauer.com | | |
| Correspondent Name: | Jenifer deWolf Paine | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | Eleven Times Square | | |
| Address Line 4: | New York, NEW YORK 10036-8299 | | |
| ATTORNEY DOCKET NUMBER: | 44937-004 | | |
| NAME OF SUBMITTER: | Jenifer deWolf Paine | | |
| SIGNATURE: | /Jenifer deWolf Paine/ | | |
| DATE SIGNED: | 03/28/2014 | | |
| Total Attachments: 6 | | | |
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TRADEMARK

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THE OBLIGATIONS EVIDENCED HEREBY ARE GOVERNED BY, AND ANY LIENS SECURING SUCH OBLIGATIONS ARE SUBORDINATED IN THE MANNER AND TO THE EXTENT SET FORTH IN, THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF MARCH 19, 2014, BETWEEN PNC BANK, NATIONAL ASSOCIATION AND LBC CREDIT PARTNERS III, L.P. TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED TO PNC BANK, NATIONAL ASSOCIATION UNDER AND PURSUANT TO THE SENIOR LIEN INSTRUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AND EACH HOLDER HEREOF, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is made as of this 19th day of March, 2014, by the grantor listed on the signature pages hereof (the "Grantor"), in favor of LBC CREDIT PARTNERS III, L.P., in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement"), by and among DIVERSIFIED MAINTENANCE SYSTEMS, LLC, a Delaware limited liability company (the "Borrower"), DIVERSIFIED MAINTENANCE SYSTEMS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), RITE WAY SERVICE, LLC, a Delaware limited liability company, certain subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, the Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of the Grantor's right, title and interest in, to and under the following (subject to Section 3 below), whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of the Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), including without limitation those referred to on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"); and

(b) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

3. INTENT-TO-USE TRADEMARKS; OTHER. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interests therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under federal law, the IP Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor's "intent to use" such trademarks or service marks unless and until the filing of a statement of use or amendment to allege use has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein. Further, the IP Collateral shall not include any license or any contractual obligation entered into by the Grantor relating to any other IP Collateral (A) that prohibits or requires the consent of any Person other than the Borrower and its Affiliates which has not been obtained as a condition to the creation by the Borrower of a Lien on any right, title or interest in such license or contractual obligation or (B) to the extent that any Applicable Law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Applicable Law.

4. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

5. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. The Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered Trademarks of the Grantor as of the date hereof.

7. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new registered IP Collateral, this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new registered IP Collateral. Without limiting the Grantor's obligations under this Section 7, the Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new

registered IP Collateral of the Grantor identified in such written notice provided by the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

8. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

9. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

10. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first written above.

RITE WAY SERVICE, LLC

By: 

Name: Alan Butcher


Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (DMS)]

TRADEMARK
REEL: 005246 FRAME: 0076

ACCEPTED AND
ACKNOWLEDGED BY:

LBC CREDIT PARTNERS III, L.P.
as Agent

By: 
Name: David Fraimow
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

| # | Mark | Owner | Registration or Serial Number | Jurisdiction |
|----|-------------|------------------|-------------------------------|---------------|
| 1. | CARPET RITE | Carpet Rite, LLC | 2197705 | United States |