

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOHNNY ON THE SPOT, LLC		04/09/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
CENTRAL JERSEY SEPTIC, LLC		04/09/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BALANCE POINT CAPITAL PARTNERS, L.P.		
Street Address:	8 CHURCH LANE, SUITE 200		
City:	WESTPORT		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3515114		
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	Grace S. Collins		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	13348.2		
NAME OF SUBMITTER:	Grace S. Collins		
SIGNATURE:	/s/ Grace S. Collins		
DATE SIGNED:	04/09/2014		
Total Attachments: 5			
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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 9, 2014 by and among **JOHNNY ON THE SPOT, LLC**, a New Jersey limited liability company ("JOTS"), **CENTRAL JERSEY SEPTIC, LLC**, a New Jersey limited liability company ("CJS"), and together with JOTS, collectively, the "Grantor"), having its chief executive office at 3168 Bordentown Avenue, Old Bridge, New Jersey, and **BALANCE POINT CAPITAL PARTNERS, L.P.**, a Delaware limited partnership, in its capacity as collateral agent (in such capacity, and together with its successors and assigns, the "Collateral Agent") for the ratable benefit of itself and the other Lenders from time to time party to the Loan and Security Agreement dated as of the date hereof by and among such Lenders, Collateral Agent and the Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

This Agreement is executed pursuant to the terms of Loan Agreement and is a Related Agreement referred to in the Loan Agreement, is entitled to the benefits of the Loan Agreement and the other Related Agreements and is subject to all of the agreements, terms and conditions therein contained. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Lenders, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

Notwithstanding anything to the contrary stated in this Agreement, the rights of Collateral Agent and the Lenders, and the obligations of the Grantor, under this Agreement are subject in all respects to the provisions set forth in the Intercreditor and Subordination Agreement, dated as of April 9, 2014, by and among the Webster Bank, National Association (the "Senior Lender"), the Collateral Agent, the Lenders and the other parties from time to time party thereto, and acknowledged by the Grantor (as amended, restated, modified or supplemented from time to time, the "Senior Lender Subordination Agreement"), and the rights of the Senior Lender set forth therein. In the event of any conflict between the terms of the Senior Lender Subordination Agreement and this Agreement, the terms of the Senior Lender Subordination Agreement shall govern.

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

JOHNNY ON THE SPOT, LLC

By: [Signature]
Michael Hompesch
Vice President, Assistant Secretary and
Assistant Treasurer

STATE OF *Connecticut*)
COUNTY OF *Fairfield*)

ss: *Greenwich*

The foregoing instrument was acknowledged before me this 8th day of April, 2014, by Michael Hompesch, the Vice President, Assistant Secretary and Assistant Treasurer of JOHNNY ON THE SPOT, LLC, as his free act and deed and the free act and deed of the limited liability company.

[Signature]
LISA A. WILD
Notary Public
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES AUG. 31, 2017
Commissioner of the Superior Court

CENTRAL JERSEY SEPTIC, LLC

By: [Signature]
Michael Hompesch
Vice President, Assistant Secretary and Assistant
Treasurer

STATE OF *Connecticut*)
COUNTY OF *Fairfield*)

ss: *Greenwich*

The foregoing instrument was acknowledged before me this 8th day of April, 2014, by Michael Hompesch, the Vice President, Assistant Secretary and Assistant Treasurer of CENTRAL JERSEY SEPTIC, LLC, as his free act and deed and the free act and deed of the limited liability company.

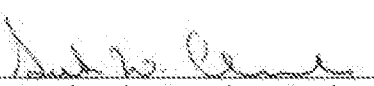
[Signature]
LISA A. WILD
Notary Public
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES AUG. 31, 2017
Commissioner of the Superior Court

[Trademark Security Agreement - JOTS]

Agreed and Accepted as of the 9 day of
April , 2014.

BALANCE POINT CAPITAL PARTNERS, L.P., as Collateral Agent

By: Balance Point Capital Managers, LLC, its
General Partner

By: 
Seth W. Alvord, Managing Member

[Trademark Security Agreement -- JOTS]

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REEL: 005257 FRAME: 0218

Schedule A to Trademark Security Agreement

FEDERAL TRADE DRESS

Mark	Registration Number	Registration Date	Country
JOTS Standard Unit	3515114	10/14/2008	USA

NEW JERSEY REGISTERED TRADEMARKS

Mark	Registration Number	Renewed On	Expiration Date	Country
Johnny On The Spot, Inc.	21270	1/2/2013	2/14/2018	USA
Celebrity by Johnny On The Spot, Inc.	21343	4/11/2013	5/2/2018	USA
Rent-A-John	22523	6/23/2006	6/23/2016	USA

NEW JERSEY REGISTERED SERVICE MARKS

Mark	Serial Number	Renewed On	Expiration Date	Country
Central Jersey Septic, Inc.	21269	1/2/2013	2/14/2018	USA
Celebrity by Johnny On The Spot, Inc.	21345	5/7/2013	5/5/2018	USA
Elite Coaches	19386	3/17/2010	5/16/2015	USA
Van Stant	24292	12/30/2013	12/26/2018	USA

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.