

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300916

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
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
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WEBSTER BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	185 Asylum Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	INC. ASSOCIATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3515114		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8607243921		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	860-493-3560		
<b>Email:</b>	agreenblatt@rms-law.com		
<b>Correspondent Name:</b>	Aaron Greenblatt		
<b>Address Line 1:</b>	One State Street		
<b>Address Line 2:</b>	Rome McGuigan, P.C.		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Aaron Greenblatt		
<b>SIGNATURE:</b>	/s/ Aaron Greenblatt		
<b>DATE SIGNED:</b>	04/09/2014		
<b>Total Attachments: 5</b>			
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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 **WEBSTER BANK NATIONAL ASSOCIATION**, a national bank having an address at 185 Asylum Street, 5<sup>th</sup> Floor, Hartford, Connecticut 06103, (together with its successors and assigns, the "Bank").

This Agreement is executed pursuant to the terms of that certain Commercial Loan and Security Agreement dated as of the date hereof between the Bank and the Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "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 Bank, 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 Bank 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.

[SIGNATURE PAGES FOLLOW]

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

JOHNNY ON THE SPOT, LLC

By: Michael Hompesch  
Michael Hompesch  
Its Vice President, Assistant Secretary  
and Assistant Treasurer  
Duly Authorized

STATE OF *Connecticut* )  
COUNTY OF *Fairfield* ) ss: *Greenwich*

The foregoing instrument was acknowledged before me this 8<sup>th</sup> 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.

Lisa A. Wild  
Notary Public **LISA A. WILD**  
My Commission Expires: MY COMMISSION EXPIRES AUG. 31, 2017  
Commissioner of the Superior Court

CENTRAL JERSEY SEPTIC, LLC

By: Michael Hompesch  
Michael Hompesch  
Its Vice President, Assistant Secretary  
and Assistant Treasurer  
Duly Authorized

STATE OF *Connecticut* )  
COUNTY OF *Fairfield* ) ss: *Greenwich*

The foregoing instrument was acknowledged before me this 8<sup>th</sup> 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.

Lisa A. Wild  
Notary Public **LISA A. WILD**  
My Commission Expires: MY COMMISSION EXPIRES AUG. 31, 2017  
Commissioner of the Superior Court

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

**WEBSTER BANK, NATIONAL ASSOCIATION**

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

Steve Corcoran, Vice President

Schedule A to Trademark Security Agreement

FEDERAL TRADE DRESS

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

NEW JERSEY REGISTERED TRADEMARKS

<b>Mark</b>	<b>Registration Number</b>	<b>Renewed On</b>	<b>Expiration Date</b>	<b>Country</b>
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

<b>Mark</b>	<b>Serial Number</b>	<b>Renewed On</b>	<b>Expiration Date</b>	<b>Country</b>
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.