

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320754

<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>
TMI International, LLC		10/21/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 North Wacker Drive, Suite 1200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2922320	SAVE -T	
<b>Registration Number:</b>	2996493	SAVE-T	
<b>Registration Number:</b>	3022464	SAVE - T	
<b>Registration Number:</b>	2941323	SAVE - T	
<b>Registration Number:</b>	2951097	SAVE -T LOC	
<b>Registration Number:</b>	2794467	CURTRONIZER	
<b>Registration Number:</b>	2788553	RIP-A-STRIP	
<b>Registration Number:</b>	4401928	MANAGING ENVIRONMENTS	
<b>Registration Number:</b>	3855407	PROTECTO	
<b>Registration Number:</b>	3672214	POLAR-PRO	
<b>Registration Number:</b>	3672215	CASER	
<b>Registration Number:</b>	3713267	COOLKEEPER	
<b>Registration Number:</b>	3717759	AIR-PRO	
<b>Registration Number:</b>	3745996	SERVICE-PRO	
<b>Registration Number:</b>	3717754	MEGA-PRO	
<b>Registration Number:</b>	3782259	SCREEN-PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		

CH \$415.00 2922320

TRADEMARK

**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.**

**Phone:** 312-577-8438  
**Email:** raquel.haleem@kattenlaw.com  
**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	342663-86
<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	10/21/2014

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 21st day of October, 2014, by TMI International, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of October 21, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 21, 2014, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

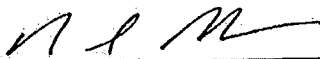
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**[Signature Page Follows]**

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

**TMI INTERNATIONAL, LLC**

By:   
Name: Mike D. Brookshire  
Title: Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005385 FRAME: 0225**

Agreed and Accepted  
As of the Date First Written Above:

**NXT CAPITAL, LLC, as Agent**

By: 

Name: Scott Gast

Title: Managing Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005385 FRAME: 0226**

**SCHEDULE 1**

**Trademark Registrations**

<b>Name of Owner</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Registration Date</b>
TMI International, LLC	SAVE - T	2922320	2/1/05
TMI International, LLC	SAVE-T	2996493	9/20/05
TMI International, LLC	SAVE - T	3022464	12/6/05
TMI International, LLC	SAVE - T	2941323	4/19/05
TMI International, LLC	SAVE -T LOC	2951097	5/17/05
TMI International, LLC	CURTRONIZER	2794467	12/16/03
TMI International, LLC	RIP-A-STRIP	2788553	12/2/03
TMI International, LLC	MANAGING ENVIRONMENTS	4401928	9/10/13
TMI International, LLC	PROTECTO	3855407	10/5/10
TMI International, LLC	POLAR-PRO	3672214	8/25/09
TMI International, LLC	CASER	3672215	8/25/09
TMI International, LLC	COOLKEEPER	3713267	11/17/09
TMI International, LLC	AIR-PRO	3717759	12/1/09
TMI International, LLC	SERVICE-PRO	3745996	2/9/10
TMI International, LLC	MEGA-PRO	3717754	12/1/09
TMI International, LLC	SCREEN-PRO	3782259	4/27/10

**Trademark Applications**

<b>Name of Owner</b>	<b>Trademark</b>	<b>Application #</b>	<b>Application Date</b>
None			