

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324929

<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>
Maid Right Franchising, LLC		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	30 South Wacker Drive, Suite 3700		
<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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4470584	LIFE IS SHORT. CLEAN LESS.	
<b>Registration Number:</b>	4489528	MAID RIGHT	
<b>Registration Number:</b>	4565411	MAID RIGHT SIGNATURE CLEAN	
<b>Registration Number:</b>	4565410	MAID RIGHT TECHNICS	
<b>Registration Number:</b>	4594092	MAID RIGHT TRACKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127557306		
<i>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.</i>			
<b>Phone:</b>	212.326.3939		
<b>Email:</b>	NYTEF@JONESDAY.COM		
<b>Correspondent Name:</b>	Nathan J. Hoepner		
<b>Address Line 1:</b>	222 East 41 Street		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	108344-600003		
<b>NAME OF SUBMITTER:</b>	Nathan J. Hoepner		
<b>SIGNATURE:</b>	/Nathan J. Hoepner/		
<b>DATE SIGNED:</b>	12/03/2014		
<b>Total Attachments: 5</b>			

CH \$140.00 4470584

source=Trademark Security Agreement MAID RIGHT FRANCHISING#page1.tif  
source=Trademark Security Agreement MAID RIGHT FRANCHISING#page2.tif  
source=Trademark Security Agreement MAID RIGHT FRANCHISING#page3.tif  
source=Trademark Security Agreement MAID RIGHT FRANCHISING#page4.tif  
source=Trademark Security Agreement MAID RIGHT FRANCHISING#page5.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 1, 2014, is made by Maid Right Franchising, LLC, a Delaware limited liability company ("Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of December 1, 2014 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Premium Franchise Brands, LLC, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Amended and Restated Guarantee and Collateral Agreement dated as of December 1, 2014 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, (as defined in the Collateral Agreement) including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a lien on and continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto);

- (b) all extensions and renewals of any of the foregoing;
- (c) all of the goodwill of the Grantor's business connected with the use of, or symbolized by, any of the foregoing; and
- (d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Notwithstanding anything to the contrary set forth herein, no Lien (as defined in the Credit Agreement) or security interest is hereby granted on any Excluded Property (as defined in the Collateral Agreement).

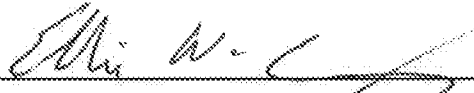
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**MAID RIGHT FRANCHISING, LLC,**  
as Grantor

By:   
Name: Eddie W. Curry  
Title: Vice President and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005412 FRAME: 0051**

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC,  
as Agent**

By:   
Name: ABHISHEK SINGH  
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 005412 FRAME: 0052**

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARK REGISTRATIONS**

<b>Loan Party</b>	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Maid Right Franchising, LLC	LIFE IS SHORT. CLEAN LESS.	United States	Alive	85961719	6/17/13	4470584	1/21/14
Maid Right Franchising, LLC	MAID RIGHT	United States	Alive	85849632	2/14/13	4,489,528	2/25/14
Maid Right Franchising, LLC	MAID RIGHT SIGNATURE CLEAN	United States	Alive	85961371	6/17/13	4565411	7/8/14
Maid Right Franchising, LLC	MAID RIGHT TECHNICS	United States	Alive	85961311	6/17/13	4565410	7/8/14
Maid Right Franchising, LLC	MAID RIGHT TRACKER	United States	Alive	85961416	6/17/13	4,594,092	8/26/14

**TRADEMARK APPLICATIONS**

None.