

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM360850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coverall North America, Inc.		11/02/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	10 East 40th Street, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2178521	COVERALL	
Registration Number:	2075333	COVERALL CLEANING CONCEPTS	
Registration Number:	1991930	THE ART AND SCIENCE OF CLEANING	
Registration Number:	1931173	THE ART AND SCIENCE OF CLEANING	
Registration Number:	2155399	MAKING YOUR WORLD A CLEANER PLACE	
Registration Number:	2182697	WHEN IT HAS TO BE ABSOLUTELY CLEAN	
Registration Number:	2204464	CUSTOMERS FOR LIFE	
Registration Number:	2337703	COVERALL CLEANING CONCEPTS	
Registration Number:	3547673	HEALTHY CLEANING DOWN TO A SCIENCE	
Registration Number:	3656023	FRANSYS	
Registration Number:	3670632	CLEANING FOR THE UNSEEN	
Registration Number:	3711149	COVERALL EVS FOR HEALTHCARE	
Registration Number:	3780009	COLOR CODING FOR HEALTH	
Registration Number:	3811485	COVERALL HEALTH-BASED CLEANING SYSTEM	
Registration Number:	3811486	HEALTH-BASED CLEANING SYSTEM	
Registration Number:	3818991	COVERALL HEALTH-BASED CLEANING SYSTEM	
Registration Number:	3818990	COVERALL HEALTH-BASED CLEANING SYSTEM	
Registration Number:	3818992	HEALTH-BASED CLEANING SYSTEM	
Registration Number:	3825696	HEALTH-BASED CLEANING SYSTEM	

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Property Type	Number	Word Mark
Registration Number:	3881979	CLEANING CONCEPTS
Registration Number:	3998565	COVERALL COLOR-CODING FOR HEALTH
Registration Number:	4119657	IAI INNOVATION ACCOUNTABILITY INTEGRITY
Registration Number:	2256124	AMERI-SERVE CLEANING CONCEPTS
Registration Number:	4243145	A BETTER CLEAN AT A BETTER PRICE
Registration Number:	4243167	WHEN YOUR BRAND DEMANDS A BETTER CLEAN
Registration Number:	4587918	COVERALL CORE 4
Registration Number:	4587917	CORE 4
Registration Number:	4642644	C COVERALL
Registration Number:	4642645	C COVERALL
Registration Number:	3690325	GERMVILLE
Registration Number:	3690326	GERMVILLE A SICK PLACE TO LIVE
Registration Number:	3690327	GERMVILLE A SICK PLACE TO LIVE
Registration Number:	3609774	YOUR PARTNER IN INFECTION CONTROL

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@dechert.com, erin.reimer@dechert.com

Correspondent Name: Glenn A. Gundersen

Address Line 1: 2929 Arch Street

Address Line 2: Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	143092
NAME OF SUBMITTER:	Erin Reimer
SIGNATURE:	/Erin Reimer/
DATE SIGNED:	11/02/2015

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 2, 2015 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among Coverall North America, Inc., a Delaware corporation (“Coverall”), as the “Borrower” upon the consummation of the Closing Date Acquisition and the Borrower Assumption, CNA Acquisition LLC, a Delaware limited liability company (“Holdings”), as the initial “Borrower” prior to the consummation of the Closing Date Acquisition and as a Guarantor at all times thereafter, the Guarantors party thereto from time to time, the Lenders party thereto from time to time, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make the Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Term Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR

CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; and “Integration”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Coverall North America, Inc., as Grantor

By 

Name: Qian Elmore

Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Trademarks Registered with USPTO

Mark	Serial No.	App. Date	Reg. No.	Reg. Date	Owner
COVERALL	75/330,805	Jul. 25, 1997	2,178,521	Aug. 04, 1998	Coverall North America, Inc.
COVERALL CLEANING CONCEPTS	75/077,724	Mar. 25, 1996	2,075,333	Jul. 01, 1997	Coverall North America, Inc.
THE ART AND SCIENCE OF CLEANING	74/566,670	Aug. 29, 1994	1,991,930	Aug. 06, 1996	Coverall North America, Inc.
THE ART AND SCIENCE OF CLEANING	74/567,000	Aug. 29, 1994	1,931,173	Oct. 31, 1995	Coverall North America, Inc.
MAKING YOUR WORLD A CLEANER PLACE	75/084,622	Apr. 08, 1996	2,155,399	May 05, 1998	Coverall North America, Inc.
WHEN IT HAS TO BE ABSOLUTELY CLEAN	75/084,623	Apr. 08, 1996	2,182,697	Aug. 18, 1998	Coverall North America, Inc.
CUSTOMERS FOR LIFE	75/259,280	Mar. 18, 1997	2,204,464	Nov. 17, 1998	Coverall North America, Inc.
COVERALL CLEANING CONCEPTS & DESIGN	75/565,688	Oct. 09, 1998	2,337,703	Apr. 04, 2000	Coverall North America, Inc.
HEALTHY CLEANING DOWN TO A SCIENCE	77/239,922	Jul. 26, 2007	3,547,673	Dec. 16, 2008	Coverall North America, Inc.
FRANSYS	78/966,965	Sep. 05, 2006	3,656,023	Jul. 14, 2009	Coverall North America, Inc.
CLEANING FOR THE UNSEEN	77/519,018	Jul. 10, 2008	3,670,632	Aug. 18, 2009	Coverall North America, Inc.
COVERALL EVS FOR HEALTHCARE	77/584,897	Oct. 03, 2008	3,711,149	Nov. 17, 2009	Coverall North America, Inc.
COLOR CODING FOR HEALTH	77/605,089	Oct. 31, 2008	3,780,009	Apr. 27, 2010	Coverall North America, Inc.
COVERALL HEALTH-BASED CLEANING SYSTEM & DESIGN	77/534,797	Jul. 30, 2008	3,811,485	Jun. 29, 2010	Coverall North America, Inc.
HEALTH-BASED CLEANING SYSTEM & DESIGN	77/534,836	Jul. 30, 2008	3,811,486	Jun. 29, 2010	Coverall North America, Inc.
COVERALL HEALTH-BASED CLEANING SYSTEM & DESIGN (DARK GREEN)	77/504,341	Jun. 20, 2008	3,818,991	Jul. 13, 2010	Coverall North America, Inc.
COVERALL HEALTH-BASED CLEANING SYSTEM & DESIGN (LIGHT GREEN)	77/504,180	Jun. 20, 2008	3,818,990	Jul. 13, 2010	Coverall North America, Inc.

Mark	Serial No.	App. Date	Reg. No.	Reg. Date	Owner
HEALTH-BASED CLEANING SYSTEM & DESIGN (LIGHT GREEN)	77/504,354	Jun. 20, 2008	3,818,992	Jul. 13, 2010	Coverall North America, Inc.
HEALTH-BASED CLEANING SYSTEM & DESIGN (DARK GREEN)	77/504,307	Jun. 20, 2008	3,825,696	Jul. 27, 2010	Coverall North America, Inc.
CLEANING CONCEPTS	77/156,058	Apr. 13, 2007	3,881,979	Nov. 30, 2010	Coverall North America, Inc.
COVERALL COLOR- CODING FOR HEALTH	77/603,106	Oct. 29, 2008	3,998,565	Jul. 19, 2011	Coverall North America, Inc.
IA INNOVATION ACCOUNTABILITY INTEGRITY (Stylized)	85/307,610	Apr. 28, 2011	4,119,657	Mar. 27, 2012	assigned by Coverall North America, Inc. to Prospect Capital Corporation on 12/17/2012
AMERI-SERVE CLEANING CONCEPTS	75/433,690	Feb. 10, 1998	2,256,124	Jun. 22, 1999	Coverall North America, Inc.
A BETTER CLEAN AT A BETTER PRICE	85/407,322	Aug. 25, 2011	4,243,145	Nov. 13, 2012	assigned by Coverall North America, Inc. to Prospect Capital Corporation on 12/17/2012
WHEN YOUR BRAND DEMANDS A BETTER CLEAN	85/411,486	Aug. 31, 2011	4,243,167	Nov. 13, 2012	assigned by Coverall North America, Inc. to Prospect Capital Corporation on 12/17/2012
COVERALL CORE 4	86/142,960	Dec. 13, 2013	4,587,918	Aug. 19, 2014	Coverall North America, Inc.
CORE 4	86/142,934	Dec. 13, 2013	4,587,917	Aug. 19, 2014	Coverall North America, Inc.
COVERALL & DESIGN (side)	86/200,409	Feb. 21, 2014	4,642,644	Nov. 18, 2014	Coverall North America, Inc.
COVERALL & DESIGN (above)	86/200,431	Feb. 21, 2014	4,642,645	Nov. 18, 2014	Coverall North America, Inc.
GERMVILLE	77/510,005	Jun. 27, 2008	3,690,325	Sep. 29, 2009	
GERMVILLE A SICK PLACE TO LIVE	77/510,024	Jun. 27, 2008	3,690,326	Sep. 29, 2009	
GERMVILLE A SICK PLACE TO LIVE & DESIGN	77/510,039	Jun. 27, 2008	3,690,327	Sep. 29, 2009	
YOUR PARTNER IN INFECTION CONTROL	77/360,801	December 28, 2007	3,609,774	April 21, 2009	Coverall North America, Inc.

State Trademarks

COVERALL	
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STATE	MARK	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION	DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)	OWNER
Alabama	COVERALL	04-11-88 103585	Renewed 3/18/1998 Renewed 1/24/2008 103585	Coverall North America, Inc.
Arizona	COVERALL	8/14/2006 50818		Coverall North America, Inc.
Arkansas	COVERALL	8/16/2006 800091304	Renewed 9/21/2011	Coverall North America, Inc.
Connecticut	COVERALL	9/11/2006 22707		Coverall North America, Inc.
Delaware	COVERALL	08/14/2006 20063575628		Coverall North America, Inc.
Florida	COVERALL	11/17/2006 T06000001525		Coverall North America, Inc.
Georgia	COVERALL CLEANING CONCEPTS	11/14/2006 S23100		Coverall North America, Inc.
Idaho	COVERALL	04-05-88 12305	1/22/2008 12305	Coverall North America, Inc.
Illinois	COVERALL	1/23/2008 098559	Renewed 1/7/2013	Coverall North America, Inc.
Indiana	COVERALL	11/15/2004 2004-0632		Coverall North America, Inc.
Iowa	COVERALL	08/14/2006 334176		Coverall North America, Inc.
Kentucky	COVERALL	04-26-88 08181	Renewed 3/27/1997 11369 Renewed 3/27/2003 15041 Renewed 4/26/2008 015041.01	Coverall North America, Inc.
Louisiana	COVERALL	12/27/2007 599484		Coverall North America, Inc.
Louisiana	COVERALL HEALTH- BASED CLEANING SYSTEM	10/5/2009 620450		Coverall North America, Inc.
Maine	COVERALL	4/5/1988 19880248	Renewed 3/9/1998 Renewed 1/22/2008 19880248 M	Coverall North America, Inc.
Maryland	COVERALL	10-06-86 1996/00041	Renewed 10/6/2006	Coverall N. America, Inc.
Massachusetts	COVERALL	11-03-86 39175	Renewed 8/23/1996 549110 Renewed 9/5/2006 67444	Coverall North America, Inc.
Michigan	COVERALL	10-29-86 M48-053	Renewed 10/29/2006 M48053	Coverall North America, Inc.
Mississippi	COVERALL	11/19/1986	Renewed 7/15/1996	Coverall N. America, Inc.
Missouri	COVERALL CLEANING CONCEPTS & DESIGN	9/28/2006 S017463		Coverall North America, Inc.
Montana	COVERALL	04-05-88 T015245	Renewed 3/9/1998	Coverall North America, Inc.

COVERALL				
STATE	MARK	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION	DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)	OWNER
			Renewed 4/5/2008 Renewed 1/2/2013 T015245	
Nebraska	COVERALL	04-06-88 950590	Renewed 4/6/1998 Renewed 1/23/2008	Coverall North America, Inc.
Nebraska	COVERALL OF OMAHA	4/22/2013 10175821		Coverall North America, Inc.
Nebraska	COVERALL HEALTH-BASED CLEANING SYSTEM	9/19/2011 10152561		Coverall North America, Inc.
Nebraska	COVERALL OF NEBRASKA	9/8/2011 10152251		Coverall North America, Inc.
Nebraska	COVERALL CLEANING CONCEPTS	12/4/2002 10040220		Coverall North America, Inc.
Nevada	COVERALL	2/11/2008 E0089632008-2	Renewed 10/5/2012	Coverall North America, Inc.
Nevada	SANITEK	08/01/2006 E0565612006-5		Coverall North America, Inc.
New Hampshire	COVERALL	10-27-86 N/A	Renewed 10/28/1996 9281	Coverall N. America, Inc.
New Jersey	COVERALL	8/31/2006 22570		Coverall North America, Inc.
New Mexico	COVERALL CLEANING CONCEPTS & DESIGN	8/29/2006 TK06082902		Coverall North America, Inc.
New York	COVERALL	2/22/2008 S20341		Coverall North America, Inc.
North Carolina	COVERALL	2-27-89 8001	Renewed 2/27/1999	
North Carolina	COVERALL	4/6/2009 19797		Coverall North America, Inc.
North Dakota	COVERALL	11/17/1998 14028600	Renewed 11/17/2008	Coverall North America, Inc.
Ohio	COVERALL	1/22/2008 1753530		Coverall North America, Inc.
Oklahoma	COVERALL	10-27-86 20971	Renewed 7/12/1996 28197 Renewed 5/12/2001 31701	Coverall North America, Inc.
Oregon	COVERALL (Stylized)	11-13-86 S-21215	Renewed 9/19/1996 Renewed 8/22/2001 Renewed 9/14/2006 Renewed 9/7/2011 21215	Coverall N America, Inc.
Pennsylvania	COVERALL	1/22/2008 3339560		Coverall North America, Inc.
Pennsylvania	COVERALL	6/2/1997 2758406		Coverall North America, Inc.

COVERALL				
STATE	MARK	DATE AND CERTIFICATE NUMBER OF ORIGINAL REGISTRATION	DATE AND CERTIFICATE NUMBER OF RENEWAL REGISTRATION (if any)	OWNER
Rhode Island	COVERALL	03-17-88 88-3-12	Renewed 3/17/1998 1/23/2008 19880312	Coverall North America, Inc.
South Dakota	COVERALL	8/22/2006		Coverall North America, Inc.
Tennessee	COVERALL	4/18/2007		Coverall North America, Inc.
Texas	COVERALL	04-25-88 48372	Renewed 3/16/1998 1/22/2008 4837217	Coverall North America, Inc.
Utah	COVERALL	8/14/2006- 6303830		Coverall North America, Inc.
Virginia	COVERALL	2/9/2007 8285	Renewed 9/30/2011	Coverall North America, Inc.
Washington	COVERALL	07-14-86 16607	Renewed 4/1/1996 Renewed 7/2/2002 Renewed 7/14/2008 Renewed 3/19/2013 16607	Coverall North America, Inc.
Wisconsin	COVERALL	08/18/2006		Coverall North America, Inc.
Wyoming	COVERALL	8/14/2006 2006-00519831	Renewed 8/16/2011	Coverall North America, Inc.

International Registrations

Registered Marks

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Argentina (AR)	COVERALL	43	2281816	4/13/2009	4/13/2019	Coverall North America, Inc.
Australia (AU)	COVERALL CLEANING CONCEPTS & Design	37	522768	11/8/1989	11/8/2016 Renewal in Progress.	Coverall North America, Inc.
Australia	COVERALL	35, 37	659672	4/28/1995	4/28/2025	Coverall North America, Inc.
Bahrain	COVERALL	35	SM57944	7/16/2007	7/16/2017	Coverall North America, Inc.
Bahrain	COVERALL	37	SM57945	7/16/2007	7/16/2017	Coverall North America, Inc.
Bahrain	COVERALL CLEANING CONCEPTS	35	SM57946	7/16/2007	7/16/2017	Coverall North America, Inc.

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Bahrain	COVERALL CLEANING CONCEPTS	37	SM57947	7/16/2007	7/16/2017	Coverall North America, Inc.
Brazil (BR)	COVERALL CLEANING CONCEPTS	37	819436542	3/23/1999	3/23/2019	Coverall North America, Inc.
Brazil	COVERALL CLEANING CONCEPTS	35	819436534	3/26/2002	3/26/2022	Coverall North America, Inc.
Canada (CN)	COVERALL		TMA431310	7-29-1994	7/29/2024	Coverall North America, Inc.
Canada	COVERALL CLEANING CONCEPTS & Design		TMA382693	4-5-1991	4-5-2021	Coverall North America, Inc.
Canada	CUSTOMER S FOR LIFE		TMA619777	9-16-2004	9-16-2019	Coverall North America, Inc.
Canada	MAKING YOUR WORLD A CLEANER PLACE		TMA630412	1-18-2005	1-18-2020	Coverall North America, Inc.
Canada	THE ART AND SCIENCE OF CLEANING		TMA609582	5-6-2004	5-6-2019	Coverall North America, Inc.
Canada	WHEN IT HAS TO BE ABSOLUTE LY CLEAN		TMA630018	1-12-2005	1-12-2020	Coverall North America, Inc.
Canada	Health-Based Cleaning System & Design		Pending Filed 1/16/2015 App. 1711170		Pending	Coverall North America, Inc.
Canada	Coverall Health-Based Cleaning System & Design		Pending Filed 1/16/2015 App. 1711177		Pending.	Coverall North America, Inc.
Canada	COVERALL CORE 4		Pending Filed 5/27/2015Pe nding Serial No. 1730077		Pending	Coverall North America, Inc.
Canada	CORE 4		Pending Filed 5/27/2015 Serial No. 1730076		Pending	Coverall North America, Inc.

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Chile (CL)	COVERALL	37	1081297	10/15/1993	12/18/2023	Coverall North America, Inc.
Chile	COVERALL	36	784026	1/7/1997	1/7/2017	Coverall North America, Inc.
Chile	COVERALL	35	793989	1/7/1997	1/7/2017	Coverall North America, Inc.
China (CN)	COVERALL	35	883717	10/14/1996	10/13/2016	Coverall North America, Inc.
China	COVERALL	41	867857	8/28/1996	8/27/2016	Coverall North America, Inc.
China	COVERALL	36	865801	8/21/1996	8/20/2016	Coverall North America, Inc.
China	COVERALL	42	863936	8/14/1996	08/13/2016	Coverall North America, Inc.
China	COVERALL CLEANING CONCEPTS	35	4105866	7/28/2007	7/27/2017	Coverall North America, Inc.
China	COVERALL CLEANING CONCEPTS	37	4105865	7/28/2007	7/27/17	Coverall North America, Inc.
China	COVERALL CLEANING CONCEPTS	41	4105864	7/28/2007	7/27/17	Coverall North America, Inc.
Costa Rica (CR)	COVERALL	36	90627	3/16/1995	3-16-2024	Coverall North America, Inc.
Costa Rica	COVERALL	35	90624	3/16/1995	3-16-2024	Coverall North America, Inc.
Costa Rica	COVERALL	37	88950	10/24/1994	10-24-2023	Coverall North America, Inc.
Costa Rica	COVERALL	42	90175	2/16/1995	2/16/2025	Coverall North America Inc.
European Union (CTM)	COVERALL	3, 35, 37	3857455	7/27/2005	5/27/2024	Coverall North America, Inc.
European Union	COVERALL CLEANING CONCEPTS	35, 37, 41	107391	4/2/1998	4/1/2016	Coverall North America, Inc.
Germany (DE)	COVERALL CLEANING CONCEPTS & Design	35, 37, 45	2913384	8/23/1996	11/30/2019	Coverall North America, Inc.
Dominican Republic (DO)	COVERALL	37	115989**	11/15/2000	11-15-2020	Coverall North America, Inc.
Dominican Republic	COVERALL	35	115989**	11/15/2000	10-30-2020	Coverall North America, Inc.
Dominican Republic	COVERALL CLEANING CONCEPTS	35	App. No. 00/50316	Filed 8/11/2000		Coverall North America Inc.

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Dominican Republic	COVERALL CLEANING CONCEPTS	37	115990		11-15-2020	Coverall North America, Inc.
Dominican Republic	COVERALL	35, 36, 37, 38, 39, 40, 41, 42	App. No. 99191439	Filed 9/18/2000		Coverall North America
Dominican Republic	COVERALL	35, 36, 37, 38, 39, 40, 41, 42	App. No. 99191437	Filed 9/18/2000		Coverall North America
Dominican Republic	COVERALL CLEANNING CONCEPTS COVERALL CLEANING CONCEPTS	35, 36, 37, 38, 39, 40, 41, 42	App. No. 99191436	Filed 9/18/2000		Coverall North America
Dominican Republic	COVERALL CLEANING CONCEPTS COVERALL CLEANING CONCEPTS	35, 36, 37, 38, 39, 40, 41, 42	App. No. 99191438	Filed 9/18/2000		Coverall North America
Spain (ES)	COVERALL CLEANING CONCEPTS & Design	37	1532383 M8	8/3/1992	11/21/2019	Coverall North America, Inc.
France (FR)	COVERALL CLEANING CONCEPTS & Design	35, 37	N 1624302		11/19/2019	Coverall North America, Inc.
Greece	COVERALL	35, 37	124566	12/17/1997		Coverall North America, Inc.
Guatemala	COVERALL	37	136552	7/8/2005	7-7-2025	Coverall North America, Inc.
Guatemala	COVERALL	35	135826	5/23/2005	Set to expire 5/22/2015— Coverall's trademark attorney instructed the local associate to renew on October 22, 2015	Coverall North America Inc.
Guatemala	COVERALL CLEANING CONCEPTS	37	136553	7/8/2005	Set to expire 7/7/2015	Coverall North America Inc.
Hong Kong (HK)	COVERALL	35	1996B11028	12/6/1996	9/17/2025	Coverall North America, Inc.

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Hong Kong	COVERALL	37	1996B10775	11/27/1996	9/17/2025	Coverall North America, Inc.
Honduras	COVERALL	35	10535	2/25/2005	1-30-2015	Coverall North America
Honduras	COVERALL	37	10536	2/25/2005	2-25-2015	Coverall North America, Inc.
Honduras	COVERALL CLEANING CONCEPTS	35	App. No. 04009620	9/16/2005	9/16/2015	Coverall North America
Honduras	COVERALL CLEANING CONCEPTS	37	App. No. 04009619	9/16/2005	5/30/2015	Coverall North America
India	COVERALL CLEANING CONCEPTS	35,37	1676863		4/16/2018	Coverall North America, Inc.
India	COVERALL	35, 37	1676862		4/16/2018	Coverall North America, Inc.
Indonesia	COVERALL	35	App. No. J002005- 03572- 03598	Filed 2/7/2005		Coverall North America Inc.
Indonesia	COVERALL	37	App. No. J002005.035 73.03599	Filed 2/7/2005		Coverall North America Inc.
Ireland (IE)	COVERALL	35, 37	204211		6/30/2016	Coverall North America, Inc.
Israel (IL)	COVERALL CLEANING CONCEPTS	35	109909		1/24/2018	Coverall North America, Inc.
Israel	COVERALL CLEANING CONCEPTS	37	109910		1/24.2018	Coverall North America, Inc.
Japan (JP)	COVERALL OFFICE CLEANING CONCEPTS	37	4250153	3/12/1999	3/12/2019	Coverall North America, Inc.
Japan	COVERALL	35	4109214	1/30/1998	1/30/2018	Coverall North America, Inc.
Japan	COVERALL	37	4071506	10/17/1997	10/17/2017	Coverall North America, Inc.
Japan	COVERALL CLEANING CONCEPTS & Design	3	2379576	2/28/1992	2/28/2022	Coverall North America, Inc.
Jordan	COVERALL	35	103202	6/29/2009	October 12, 2018	Coverall North America, Inc.
Jordan	COVERALL	37	103860	8/10/2009	October 12, 2018	Coverall North America, Inc.
Jordan	COVERALL CLEANING CONCEPTS	35	103649	7/21/2009	October 12, 2018	Coverall North America, Inc.

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Jordan	COVERALL CLEANING CONCEPTS	37	103859	8/10/2009	October 12, 2018	Coverall North America, Inc.
Jordan	COVERALL HEALTH- BASED CLEANING SYSTEM	35	103854	8/10/2009	October 12, 2018	Coverall North America, Inc.
Jordan	COVERALL HEALTH- BASED CLEANING SYSTEM	37	103856	8/10/2009	October 12, 2018	Coverall North America, Inc.
Kuwait	COVERALL	35	85077	4/21/2007	4/20/2016	Coverall North America, Inc.
Kuwait	COVERALL	37	85078	4/21/2007	4/20/2016	Coverall North America, Inc.
Kuwait	COVERALL CLEANING CONCEPTS	35	85079	4/21/2007	4/20/2016	Coverall North America, Inc.
Kuwait	COVERALL CLEANING CONCEPTS	37	85080	4/21/2007	4/20/2016	Coverall North America, Inc.
Mexico	AEGIS FLOORSYS TEMS A DIVISION OF COVERALL CLEANING COMPANY & Design	3	887205	6/21/2005		Coverall North America, Inc.
Mexico	AEGIS FLOORSYS TEMS A DIVISION OF COVERALL CLEANING COMPANY & Design	37	886770	6/20/2005		Coverall North America, Inc.
Mexico	AEGIS FLOORSYS TEMS A DIVISION OF COVERALL CLEANING COMPANY & Design	42	885602	6/14/2005		Coverall North America, Inc.

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Mexico	COVERALL	37	884264	5/30/2005	4-15-2024 9/12/104 renewal filed	Coverall North America, Inc.
Mexico	COVERALL	35	874702	3/31/2005	4-15-2024 9/12/2014 renewal filed.	Coverall North America, Inc.
Mexico	MAKING YOUR WORLD A CLEANER PLACE	37	33491	4/29/2005		Coverall North America, Inc.
Mexico	SINGLE SOURCE BY COVERALL	37	883922	5/27/2005		Coverall North America, Inc.
Mexico	CLEANING THE WORLD...O NE BUSINESS AT A TIME	37	33495	4/29/2005		Coverall North America, Inc.
Mexico	COVERALL CLEANING CONCEPTS & Design	37	887206	6/21/2005		Coverall North America, Inc.
Mexico	THE ART AND SCIENCE OF CLEANING	37	33493	4/29/2005		Coverall North America, Inc.
Mexico	COVERALL CLEANING CONCEPTS	35	840041	6/24/2004		Coverall North America, Inc.
Mexico	CUSTOMER S FOR LIFE	37	33494	4/29/2005		Coverall North America, Inc.
Mexico	COVERALL CLEANING CONCEPTS	37	840042	6/24/2004		Coverall North America, Inc.
Mexico	POWER PRO	3	883925	4/27/2005		Coverall North America, Inc.
Mexico	POWER PRO	11	903993	10/19/2005		Coverall North America, Inc.
Mexico	POWER PRO	21	908886	11/22/2005		Coverall North America, Inc.
Mexico	SAFEDETA L	42	883923	5/27/2005		Coverall North America, Inc.
Mexico	SAFEDETA L	37	883924	5/27/2005		Coverall North America, Inc.
Mexico	WHEN IT HAS TO BE ABSOLUTE LY CLEAN	37	33492	4/29/2005		Coverall North America, Inc.

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Malaysia (MY)	COVERALL	35	98002297	6/13/2002	2/27/2018	Coverall North America, Inc.
Malaysia	COVERALL	37	98002296	12/30/2002	2/27/2018	Coverall North America, Inc.
Malaysia	COVERALL CLEANING CONCEPTS	16	9610588	3/2/2006	9/6/2013 renewal filed.2023	Coverall North America, Inc.
Nicaragua	COVERALL	35, 37	81880	4/8/2005	4-7-2015— Renewal Filed	Coverall North America, Inc.
Nicaragua	COVERALL CLEANING CONCEPTS	35, 37	81881	4/8/2005	4/7/2015— Renewal Filed	Coverall North America, Inc.
New Zealand	COVERALL CLEANING CONCEPTS	37	263901	7/21/1998	6/25/2017	Coverall North America, Inc.
New Zealand	COVERALL CLEANING CONCEPTS	35	263900	7/21/1998	6/25/2017	Coverall North America, Inc.
Panama (PA)	COVERALL	37	138956	11/18/2004	11-18-2014 renewal filed.	Coverall North America, Inc.
Panama	COVERALL CLEANING CONCEPTS	35	138957	11/18/2004	11/18/2014— renewal filed.	Coverall North America Inc.
Panama	COVERALL CLEANING CONCEPTS	37	138955	11/18/2004	11/18/2015— renewal filed.	Coverall North America Inc.
Panama	COVERALL	35	138958	11/18/2004	11-18-2014 renewal filed.	Coverall North America, Inc.
Peru (PE)	COVERALL	37	S00016863	1/29/1999	1/29/2019	Coverall North America, Inc.
Peru	COVERALL	35	S00016862	1/29/1999	1/29/2019	Coverall North America, Inc.
Philippines	COVERALL CLEANING CONCEPTS	37	4199800403 6	1/13/2006	1/13/2016	Coverall North America, Inc.
Poland (PL)	COVERALL	35, 37	149500	1/19/2004	5/15/2020	Coverall North America, Inc.
Portugal	COVERALL CLEANING CONCEPTS	37	281046 MNA	11/25/1993	11/26/2023	Coverall North America, Inc.
Qatar	COVERALL	35	45882	4/25/2010	8/5/2017	Coverall North America, Inc.
Qatar	COVERALL	37	45883	Filed 8/5/2007		Coverall North America Inc.
Qatar	COVERALL CLEANING CONCEPTS	35	45884	4/25/2012	8/5/2017	Coverall North America, Inc.
Qatar	COVERALL CLEANING CONCEPTS	37	45885	11/20/2009	8/5/2017	Coverall North America, Inc.
Russia (RU)	COVERALL	35, 37	323468	3/30/2007	5/4/2025	Coverall North America, Inc.

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Saudi Arabia (SA)	COVERALL CLEANING CONCEPTS	37	498/25	10/16/1999	8/12/2017	Coverall North America, Inc.
Saudi Arabia	COVERALL CLEANING CONCEPTS	35	398/24	10/16/1999	8/12/2017	Coverall North America, Inc.
Singapore (SG)	COVERALL COVER ALL	37	T96/03955B		4/20/2016	Coverall North America, Inc.
Singapore	COVERALL COVER ALL	35	T96/07177D		01/15/2016	Coverall North America, Inc.
South Korea	AEGIS FLOORSYS TEMS A DIVISION OF COVERALL CLEANING CONCEPTS & Design	37, 40	4500134550 000	8/24/2005	8/24/2015—	Coverall North America, Inc.
South Korea	COVERALL	35, 36, 37, 45	4100303530 000	2/1/1996	2/1/2016	Coverall North America Inc.
Sweden	COVERALL HEALTH- BASED CLEANING SYSTEM	35,37	415253	1/7/2011	1/7/2021	Coverall North America, Inc.
Sweden	COVERALL	35,37	415252	1/7/2011	1/7/2021	Coverall North America, Inc.
El Salvador	COVERALL CLEANING CONCEPTS	35	App. No. 2004042710	Filed 8/26/2004		Coverall North America
El Salvador	COVERALL CLEANING CONCEPTS	37	App. No. 2004042712	Field 8/26/2004		Coverall North America
El Salvador	COVERALL	35	169/33	2/24/2005	2-24-2025	Coverall North America
El Salvador	COVERALL	37	76/33	2/22/2005	2-22-2025	Coverall North America.
Thailand (TH)	COVERALL	36	3593	10/24/1994	10-23-2014 renewals filed.	Coverall North America, Inc.
Thailand	COVERALL	35	3592	10/24/1994	10/23/2024	Coverall North America, Inc.
Thailand	COVERALL	35	3499	10/24/1994	10/23/2024	Coverall North America, Inc.
Thailand	COVERALL CLEANING CONCEPTS & Design	37	1282		3/27/2022	Coverall North America, Inc.
Turkey (TR)	COVERALL CLEANING CONCEPTS	35, 37	2000/18105		8/29/2020	Coverall North America, Inc.

COUNTRY	MARK	CLASS	APP. NO. / REG. NO.	REG. DATE.	EXPIRATION DATE / STATUS	OWNER
Turkey	COVERALL	35, 37	2000/18092		8/29/2020	Coverall North America, Inc.
Taiwan (TW)	COVERALL	37	129168	9/16/2000	9/15/2020	Coverall North America, Inc.
Taiwan	COVERALL	35	139963	3/16/2001	3/15/2021	Coverall North America, Inc.
Ukraine	COVERALL	35, 37	70283	12/15/2006	RENEWAL FILED as of May 2015	Coverall North America, Inc.
Ukraine	COVERALL CLEANING CONCEPTS	35, 37	70284	12/15/2006	5/12/2015—Not Renewed	Coverall North America, Inc.
United Arab Emirates (AE)	COVERALL	35	101188	3/31/2010	11/6/2017	Coverall North America, Inc.
United Arab Emirates (AE)	COVERALL	37	101189	3/31/2010	5/6/2017	Coverall North America, Inc.
United Arab Emirates (AE)	COVERALL CLEANING CONCEPTS	37	27644	4/11/2001	5-20-2018	Coverall North America, Inc.
United Arab Emirates	COVERALL CLEANING CONCEPTS	35	27643	4/11/2001	5-20-2018	Coverall North America, Inc.
United Kingdom (UK)	COVERALL	35	B1370172	9/20/1991	1/17/2016	Coverall North America, Inc.
United Kingdom	COVERALL	37	B1369735	12/20/1991	1/12/2016	Coverall North America, Inc.

**Duplicate numbers were used on registration certificates.

TRADEMARK LICENSES

1. Business and Services Agreement, executed May 28, 2014, between Coverall North America, Inc. and Microsoft Licensing, GP (“Microsoft”), pursuant to which the company licenses various Microsoft software.
2. SmartCatalog Software License Agreement, dated February 12, 2012, between the Coverall North America, Inc. and Endeavor Commerce, Inc. (“EC”), pursuant to which the company licenses from EC certain SmartCatalog software. .
3. License Agreement, dated April 21, 2015, between the Coverall North America, Inc. and Kentico Software, LLC (“Kentico”), whereby the Kentico licenses to the company certain training and marketing related software.
4. Subscription Agreement, dated June 2011, between the Coverall North America, Inc. and SalesFUSION, Inc. (“SF”), pursuant to which SF agrees to license to the company certain technology and access to internet resources.

5. The Company has entered into its form of Franchise Agreement with the following franchisees:

U.S. Master License Owners as of August 31, 2015			
Owner's Name	Master License Agreements	State	# of Licenses
Northwest Franchising, Inc.	Washington	WA	1
Lelin, Inc.	Indianapolis	IN	1
C Bris Company, Inc.	Memphis	TN	1
Plymouth Ridge, Inc.	Twin Cities	MN	1
Melton Franchise Systems, Inc.	Mountain & Pacific	CA	1
	Mountain & Pacific	UT	
	Mountain & Pacific	NM	
	Mountain & Pacific	NV	
	Mountain & Pacific** transferred 3/31/2008	HI	1
4444 International, Inc.	Central Florida	FL	1
Warjon, Inc.	Central Texas - San Antonio	TX	1
	Raleigh/Durham	NC	1
	Arizona	AZ	1
	North Florida & N. Central Florida	FL	1
R & B Services, Inc.	Connecticut/ Massachusetts	CT,MA	1
	Rhode Island & S. New England	RI	1
	Connecticut/New York	CT,NY	1
Cavalier Services, Inc.	Oregon	OR	1
N.G.T. Corporation	Kentucky	KY	1
	MD & PA	MD, PA	1
	Gulf Coast (FL, AL, & MS)	FL, AL,MS	1
	Service Company - NY(upstate NY)	NY	1
New Dreams, Inc. (James Giannone)	Northwestern Ohio	OH	1
	Western Michigan	MI	1
	Alabama	AL	1

Pacific Commercial Services, LLC (David Wood & Stan Bert)	Fort Worth * transferred 8/5/2008	TX	
	Denver	CO	1
	Nashville	TN	1
	Dallas	TX	1
	Kansas City	KS	1
	St. Louis	MO	1
	(not open as of 12/31/207)	OK	1
Sujol, LLC	Southern New Jersey	NJ	1
TAMKO4, Inc.	Eastern Tennessee	GA, TN, VA, NC	1
			30

International Master License Owners as of August 31, 2015

Owner's Name	Master License Agreement Territory	# of Licenses
Canada Way, LLC	Providence of British Columbia	1
Robson Enterprises, Inc.	Providence of Ontario, Excluding the City of Ottawa - see Exhibit A to Amendment	1
Servicios Extremos Integrales, SA	Country of Chile	1
Daikichi Co., Ltd 50% Daiohs Corporation 50%	Country of Japan	1
Coverall Cleaning Concepts Australiasia Pty. Ltd.	Countries of Australia and New Zealand	1
Coverall (Singapore) PTE, Ltd.	Country of Singapore	1
Coqui Commercial Cleaning, Inc.	Commonwealth of Puerto Rico	1
The Wellvis Company	Country of Korea	1
Coverall (Thailand) Co., Ltd.	Kingdom of Thailand	1
Canada Way 2, LP (Bill Thelen, Chris Bostrom, Robert Schriver, & David Somerset)	Alberta, Canada	1

International Territory Franchise Owners as of August 31, 2015

Owner's Name	Master License Agreement Territory	# of Licenses
American General Trading & Contracting, W.L.L.	Kuwait	1
Corporacion Vilpen, Ltd., S.A. (Carlos Villanueva)	Country of Dominican Republic	1
Mantenimientos Comerciales Sociedad Anonima	Republic of Guatemala	1

U.S. Master License Owners as of August 31, 2015

Owner's Name	Office Name	Territory (County)	# of Licenses
Johnson, Ray and Al	Coverall of Jackson (Mississippi)	Madison Hinds Rankin	1
Osorio, Joel and Blanca	Coverall of McAllen (Texas)	Hildago	1
Brown, Judson	Coverall of Spokane (Washington)	Spokane	1
Gullett, Earnest	Coverall of Eastern Kentucky (Kentucky)	Greenup Boyd Carter Johnson Pike Perry Floyd Knott Martin Lawrence Letcher Leslie Knox Laurel Clay	1