

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371101

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:	FIFTH THIRD BANK
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45263
Entity Type:	BANKING CORPORATION: OHIO

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

TRADEMARK

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: 2025339099

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: 202-467-8800

Email: BEHOGUE@VORYS.COM, LCSTRIGGLES@VORYS.COM

Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS

Address Line 2: ATTN: TANYA MARIE CURCIO

Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER: 5252-734/0769/2178521

NAME OF SUBMITTER: Bernice Hogue

SIGNATURE: /bernice hogue/

DATE SIGNED: 01/29/2016

Total Attachments: 25

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A FIFTH THIRD BANCORP BANK**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 2, 2015 (the "Effective Date"), is entered into by and between **COVERALL NORTH AMERICA, INC.**, a Delaware corporation ("Debtor"), whose principal place of business and mailing address is 350 SW 12th Avenue, Deerfield Beach, FL 33442, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Credit Agreement dated of even date herewith by and among Lender, Debtor, and Melton Franchise Systems, Inc., a California corporation (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement").

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement, collectively, as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in

this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

4. LICENSES:

(a) Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") without the prior written consent of Secured Party, which consent shall not be unreasonably withheld or delayed so long as (i) such Trademark License is reasonably necessary or appropriate in the ordinary course of Debtor's business and (ii) no Event of Default has occurred and is continuing. Each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b).

(b) If an Event of Default has occurred and is continuing, Secured Party shall have the right, immediately or at any time thereafter, in its sole discretion, to deliver notice to Debtor and to each licensee under a Trademark License terminating the Trademark Licenses, whereupon: (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Secured Party's satisfaction or is waived in writing by Secured Party, then, without any further action on the part of Secured Party, the Trademark Licenses will immediately revert with the licensees on the cessation of such Event of Default, subject to the terms of this Agreement. Notwithstanding anything to the contrary in this Section 4(b), the provisions of this Section 4(b) shall not apply to any Trademark Licenses granted by Debtor to its Franchisees in the ordinary course of business.

5. REPRESENTATIONS AND WARRANTIES:

To induce Lender to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true:

(a) Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise have the right to grant a security interest in the Trademark Collateral, in each case free from any Lien or license except (i) for the security interest hereby granted or as otherwise disclosed on

Schedule I, (ii) to the extent, if any, of Permitted Liens, and (iii) to the extent of any license expressly permitted by this Agreement;

(b) Set forth in Schedule I is a complete and accurate list of all federally registered Trademarks, applications for Trademark registrations, and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to Debtor's Knowledge, each application for any Trademark is valid, registered or registrable and enforceable. There have been no prior uses of any item of the Trademark Collateral, to Debtor's Knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor's Knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as expressly permitted by Section 4(a) or as otherwise disclosed on Schedule I;

(e) Reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered trademark and service mark;

(f) The Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's Knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, could reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Obligations are fully paid, performed and satisfied (exclusive of any contingent obligations for indemnification for which Lender has not given notice of a claim thereof against Debtor) and this Agreement is terminated:

(a) Debtor will furnish to Secured Party upon Secured Party's request a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured

Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks which are not now identified in Schedule I: (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless, in each case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's business;

(d) Debtor will notify Secured Party promptly (i) of any information which Debtor has received, or of which Debtor otherwise has Knowledge, which could reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto and (ii) when Debtor has Knowledge (A) that any item of the Trademark Collateral material to its business may become abandoned or dedicated; (B) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights in any material respect;

(e) Debtor will promptly notify Secured Party should Debtor have Knowledge that any of the Trademark Collateral is infringed or misappropriated by any Person in any material respect, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the

circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral except as expressly permitted by this Agreement or the Credit Agreement; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or as otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that could reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark material to its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to, or under such Trademark; and

(h) Debtor will pay all documented, out-of-pocket expenses and reasonable attorneys' fees incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Loan Collateral.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement. Debtor specifically authorizes Secured Party as its true and lawful attorney in fact: (a) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable governmental authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT:

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to Debtor except as expressly

provided in the Credit Agreement or the other Loan Documents, resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtor will, after payment in full of all Obligations, be credited with the net proceeds of such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement, the General Security Agreement (as defined below) and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Security Agreement dated as of even date herewith among Debtor, Melton, and Secured Party (as may be amended, modified, restated, supplemented or replaced from time to time, the "General Security Agreement") are hereby incorporated into this Agreement and made applicable to all of the Trademark Collateral as if fully rewritten herein, (ii) the Trademark Collateral will be "Collateral" for all purposes of the General Security Agreement, and (iii) the description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the General Security Agreement, or Secured Party's remedies respecting such "Collateral". This Agreement is not in any way intended, nor may it be construed, to replace, impair, or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the General Security Agreement or any other Loan Documents, which security interests and other Liens Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of

organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) Secured Party shall have no duty of care with respect to the Trademark Collateral except that Secured Party shall exercise reasonable care with respect to the Trademark Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary.

(h) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party; therefore, Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will terminate ("Termination") on the later to occur of: (1) the full performance, payment and satisfaction of the Obligations (exclusive of any contingent obligations for indemnification for which Secured Party has not then given notice of a claim thereof against Debtor) and (2) the termination of all commitments to extend credit and other obligations of Lender under the Credit Agreement. Upon such Termination, Secured Party will, upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of its Liens on the Trademark Collateral granted pursuant to this Agreement or similar instrument of re-conveyance prepared by Secured Party and deliver UCC termination statements with respect to its Liens on the Trademark Collateral granted pursuant to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

COVERALL NORTH AMERICA, INC.

By: 

Qian Elmore, Assistant Secretary

FIFTH THIRD BANK

By: _____
Nick Jevic, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
COVERALL NORTH AMERICA, INC., ET AL.

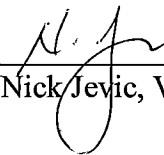
TRADEMARK
REEL: 005719 FRAME: 0350

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

COVERALL NORTH AMERICA, INC.

By: _____
Qian Elmore, Assistant Secretary

FIFTH THIRD BANK

By:  _____
Nick Jevic, Vice President

SCHEDULE I

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.
HEALTH-BASED CLEANING SYSTEM & DESIGN (LIGHT GREEN)	77/504,354	Jun. 20, 2008	3,818,992	Jul. 13, 2010	Coverall North America, Inc.

Mark	Serial No.	App. Date	Reg. No.	Reg. Date.	Owner
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 CONEAING CONCEPTS	35, 36, 37, 38, 39, 40, 41, 42	App. No. 99191436	Filed 9/18/2000		Coverall North America
Dominican Republic	COVERALL CLAENING 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	SAFETA L	42	883923	5/27/2005		Coverall North America, Inc.
Mexico	SAFETA 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 FLOORSYST EMS 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

None, other than Trademark Licenses granted by Debtor to its Franchisees in the ordinary course of business.