

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital Contractors, Inc.		05/09/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Palladium Equity Partners III, L.P.		
Street Address:	1270 Avenue of the Americas, 31st Floor		
Internal Address:	Rockefeller Center		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1394362	CAPITAL CLEANING CONTRACTORS	
CORRESPONDENCE DATA			
Fax Number:	6178970928		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173106088		
Email:	manningt@gtlaw.com		
Correspondent Name:	Timothy P. Manning		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Timothy P. Manning		
SIGNATURE:	/Timothy P. Manning/		
DATE SIGNED:	05/12/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 9, 2016 by and between **CAPITAL CONTRACTORS, INC.**, a New York corporation (the "Grantor"), having its chief executive office at One CA Plaza, Suite 101, Islandia, NY 11749, and **PALLADIUM EQUITY PARTNERS III, L.P.**, a Delaware limited partnership (the "Secured Party"), pursuant to the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and between the Secured Party, Capital Contractors Acquisition Holdings Corporation, the Grantor, Capital Contractors Canada, Inc. and Capital Contractors Management Corporation.

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor (among others) in favor of the Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each trademark listed on Schedule A;
- (ii) each Trademark license, including, without limitation, each Trademark license listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark license including, without limitation, any Trademark license listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark license; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

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

CAPITAL CONTRACTORS, INC.

By: 
Name: Robert Jantzen
Title: Chief Executive Officer and President

Agreed and Accepted as of the ____ day of
May, 2016.

PALLADIUM EQUITY PARTNERS III, L.P.

By: Palladium Equity Partners III, LLC,
its General Partner

By: _____
Name:
Title:

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

CAPITAL CONTRACTORS, INC.

By: _____
Name: Robert Jantzen
Title: Chief Executive Officer and President

Agreed and Accepted as of the ____ day of
May, 2016.

PALLADIUM EQUITY PARTNERS III, L.P.

By: Palladium Equity Partners III, LLC,
its General Partner

By: _____
Name: Marcos Rodriguez
Title: Managing Member

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Registration Number	Registration Date	Country
"Capital Cleaning Contractors"	1394362	September 19, 1985	United States

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.